



GOVERNING BOARD MEETING AGENDA

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

Thursday, November 3, 2022
5:45 pm

GOVERNING BOARD MEMBERS

Juan Campos, President	San Lorenzo Unified School District
James Aguilar, Vice-President	San Leandro Unified School District
Gabriel Chaparro, Member	Hayward Unified School District
Gary Howard, Member	Castro Valley 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, November 3, 2022
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 4)

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 October 7, 2022 (pages 5-10)
- B. Request the Governing Board to approve the Bill Warrants (pages 11-16)
- C. Request the Governing Board to approve the Personnel Action Items (pages 17-18)
- D. Request the Governing Board to approve the Listed Donations-DDS Construction Services (page 19)
- E. Request the Governing Board to approve the Adoption of Resolution 7-22/23: 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 November 6, 2022 through December 6, 2022 (pages 20-23)
- F. Request the Governing Board to approve the Advisory Committee Members (pages 24-44)
- G. Request the Governing Board to approve the Disposal of Obsolete or Surplus Items (pages 45-46)

- H. Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2022-2023 School Year (pages 47-68)

IX. Information Items

- A. ROP Pathway Review-Emergency Response (pages 69-70)
- B. Recognition of the Eden Area ROP Teacher of the Year (page 71)
- C. Business Partners of the Year (page 72)
- D. First Reading of Governing Board Policies, Administrative Regulations, and Board Bylaw (pages 73-136)

X. Action Items

- A. Request the Governing Board to approve Bid 22-23-001 for Transportation Services to San Jose Charter, Inc. for the 2022-2023 School Year (pages 137-213)
- B. Request the Governing Board to approve the Adoption of the Reclassification Request Procedures and Policy (pages 214-217)

XI. Communications

- A. Letter from the Alameda County Office of Education regarding the Adopted Budget (pages 218-219)

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: November 3, 2022
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 November:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Brittany Quiroz	Mt. Eden	First Responder (Fire Science/EMT) II	John Peters
Karisma Camila Robles Lugo	San Lorenzo	Medical Careers I	Alysa Machado
Adam Chen	Arroyo	Marketing II	Christina Charlton
Yazlin Martinez	Hayward	Entrepreneurship I	Rick Charles

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board October 7, 2022

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Friday, October 7, 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	
James Aguilar, Vice-President	San Leandro USD	arrived at 5:53 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 Administrators Present:

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:

Kent Doan	Cybersecurity Instructor
Dr. Erika Emery	Careers in Education Instructor
Jessica Fagundes	Career Counselor
Gabriela Juarez	Executive Assistant
Aaron Rosas	Entrepreneurship Instructor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Pahola Mejia led the Pledge of Allegiance.

IV. Mission Statement

Aashita Gupta 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 October 2022:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Elijah Miguel Canonigo	Mt. Eden	Cybersecurity I P	Doan
Pahola Mejia	Tennyson	Careers in Education II P	Emery
Aashita Gupta	Mt. Eden	Entrepreneurship I P	Rosas

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 Gary Howard moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of September 1, 2022
- B. Bill Warrants
- C. Personnel Action Items
- D. Quarterly Report on Williams Act Complaints and Resolutions
- E. Adoption of Resolution 6-22/23: 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 October 7, 2022 through November 6, 2022
- F. Classification and Destruction of Records
- G. Agreement with Eide Bailly for GASB 87 Lease Implementation Consulting Services for the 2022-2023 School Year
- H. MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2022-2023 School Year

Trustee Gabriel Chaparro seconded the motion.

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

IX. Information Items

A. ROP Pathway Review-Education

Manuschka Michaud, Principal, introduced Dr. Erika Emery, Instructor, to report on the Education pathway. Dr. Emery shared that Careers in Education is a 2-year program with first and second year students. Each year has a different curriculum which allows students to build on what they learned from the previous year.

Dr. Emery reported that students enrolled in this class qualify for a child development permit, meet the requirements for the UC g credit, earn community college credits through articulation agreements and job placement assistance.

Internship and in-class experiences are an important combination and crucial to the students' ability to move forward and maintain employment and to qualify for certifications. Many participating sites hire Careers in Education students as full-time employees after successfully completing the Careers in Education program. Dr. Emery shared photos and videos of the students in action.

B. ROP Pathway Review-Information Support and Services

Manuschka Michaud, Principal, introduced Kent Doan, Instructor, to report on the Cybersecurity program.

Mr. Doan reported that the program combines two industry certifications from two of the biggest tech companies of the world, Google and Cisco. Both courses are designed for students pursuing careers in IT who want practical knowledge and job training. The course curriculum starts with taking apart a computer and then rebuilding it. Additionally, students are able to use virtual machines, a new technology, to practice on software computers to ethically hack and run simulations.

The first half of the class is designed to prepare students for the Google IT Support Certification. The online program is designed to prepare beginner learners for entry-level jobs in IT support upon completion of the certificate. The program was developed by Google and covers the fundamentals of IT support, including troubleshooting, customer service, networking, operating systems, system administration, and security. The second half of the class focuses on Cyber Security Operations scope and sequence. Students enrolled in the program and who complete it successfully are prepared with the skill set to obtain employment in the IT field.

C. Back to School Night

Manuschka Michaud, Principal, reported information about the Back to School Night. Back to School Night was held in-person on September 20, 2022 with over 150 parents and guardians in attendance. In addition to parents coming to visit the classrooms, they were able to participate in hands-on activities. Ms. Michaud concluded her report by sharing a video of the highlights of a day in the life at Eden Area ROP.

D. Principals' Breakfast

Brigitte Luna, Director of Educational Services, shared that the annual Principals' Breakfast was held on September 28, 2022. ROP staff presented program information, discussed ways to strengthen partnerships and had time to collaborate with the principals and assistant principals. The participants had an opportunity to tour the campus and see students in action.

E. Eden Area ROP Core Values Draft

Blaine Torpey, Superintendent, presented to the Governing Board the first draft the Eden Area ROP Core Values. The goal of creating core values is to establish the foundation upon which ROP is going to activate our vision to achieve our mission. The Eden Area ROP mission is clearly articulated, defined, and communicated and as an organization we want to develop a strategic process that starts with identifying the values that we hold as a school community. The process was initiated at the start of the school year with the administrative team working on identifying the values that as a team hold dear

in our roles as school leaders. Next, Eden Area ROP staff identified their core values. Lastly, this information was synthesized and distilled down to five essential values that are critical and important to each of us and have been brought forth as a draft. The next step in finalizing our core values prior to Board approval has been to share with our partner districts' Superintendents, Eden Area ROP students, and our Governing Board to receive feedback and input.

F. Reclassification Request Procedures and Policy Proposal

Blaine Torpey, Superintendent, presented to the Governing Board the Reclassification Request Procedures and Policy proposal. This proposal is to establish a process for classified employees to make a request to amend their job classification, their job description and/or their placement on the salary schedule. The development of this proposal included research of different districts and county office of educations' processes for reclassification as well as consulting personnel department experts and Eden Area ROP staff.

The next step in finalizing our procedure prior to Board approval is to request feedback and input from our Governing Board.

X. Action Items

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

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gary Howard the Governing Board approved the second reading and adoption of Governing Board Policy, Administrative Regulations and Exhibits.

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

B. Request the Governing Board to approve the Administrator Performance Evaluation Pilot 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 Administrator Performance Evaluation pilot for the 2022-2023 school year.

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

C. Request the Governing Board to approve the Agreement with Bonnie Wills for Restorative Practices Services and Training 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 Bonnie Wills for Restorative Practices services and training for the 2022-2023 school year.

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

ABSENT: 0

XI. Superintendent's Report

Blaine Torpey, Superintendent, started his report by sharing that last night on Thursday, October 6, we celebrated the Eden Area ROP Automotive Collision and Repair Instructor, Daniel Pareja. Mr. Pareja was a nominee for the 2022 Alameda County Teacher of the Year. Through exceptional instruction, content and connection, Mr. Pareja continues to shepherd his students to greatness. Mr. Pareja is an incredibly gracious, kind, enthusiastic individual and the Eden Area ROP is so lucky to have him. Mr. Torpey also took the opportunity to thank President Campos for being present at the event to celebrate with us.

He continued his report by sharing that the Eden Area ROP continues to support the communities in our partner districts. Staff gave a presentation to San Lorenzo Unified School Districted, provided a tour to Castro Valley community leaders, partnered with Hayward Unified School District on some exciting initiatives and will be hosting San Leandro Unified School District teachers for professional development later this month. This highlights that these relationships between Eden Area ROP, teachers, administrators, and principals are so important, and it's been a real joy to be part of that connective tissue to support students. Our students are incredible and it's wonderful to be of service to them.

The Eden Are ROP has successfully submitted applications for Strong Workforce Program and Career and Technical Education Incentive Grant on behalf of our partner districts. An important focus of these grants are programs that increase student awareness, access, and experience of the Eden Area ROP. He thanked Linda Granger, Chief Operating Officer, for working diligently on these grants.

He highlighted that as part of the effort to develop a strategic plan, EAROP has collectively been working to establish our organization's core values. The values clearly communicate what we stand for, what we believe in, and the manner in which we are going to fulfill our mission. The Eden Area ROP staff participated in activities to help draft the values and now we are moving into the feedback phase, where stakeholder groups are asked to provide their input on the current draft.

He also reported that COVID-19 related issues continue to be minimal. It has been a relief to all of us, however, staff continues to prepare for the reality of a winter surge.

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

Goal 1: Reinforce EAROP Organizational Infrastructure and Communication

- Mission Statement Guided Strategic Plan: presenting Draft Core Values

Goal 2: Maintain and Refine High Quality CTE Programming

- Program Self-Assessment: Aligning Pathway Reviews with 11 Elements for concise assessment of pathways

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

- Student Wellbeing: Students participating in BTSN presentations, Board Presentations, Student of the Month and Ambassadors Program

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

- Advocacy: Participating in CTE JPA Coalition, CAROCP, ACSA, ACOE Superintendent's Council

XII. Governing Board Reports

Trustee Gary Howard, Castro Valley USD representative, reported that the Castro Valley Rotary and Castro Valley/Eden Area Chamber of Commerce toured the Eden Area ROP Center. He felt it was important for the group to get to know and see what the ROP provides students in terms of career technical education and training. He thanked Superintendent Torpey and staff for making the group feel so welcomed. He hopes this creates a network of opportunities for internship and possible future employment for students.

Trustee Juan Campos, San Lorenzo USD representative, thanked Mr. Torpey for the presentation he gave to the SLZUSD Governing Board and staff especially as the presentation was on the same night as the Eden Area ROP Back to School Night event. President Campos highlighted the three magnificent students that gave an amazing presentation. The Board and staff were impressed and wanted to relay that to students.

President Campos also shared that it was an honor to be in attendance at the ACOE Teacher of the Year event. He said that Mr. Pareja's story, dedication and commitment is an inspiration.

XIII. Recess to Closed Session

The meeting was called into closed session at 7:22 p.m.

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

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

The meeting resumed to open session at 7:34 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.

XV. Adjournment

The Governing Board meeting was adjourned in honor of Daniel Pareja, Teacher of the Year.

The meeting adjourned at 7:35 p.m.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: November 3, 2022
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 September 15, 2022 through October 11, 2022 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: November 3, 2022
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: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Listed Donations-DDS Construction Services

BACKGROUND

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

CURRENT SITUATION

During the 2022-2023 school year, DDS Construction Services has donated hundreds of pounds of unused metal of various types for the welding technology class to utilize in their curriculum every semester.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 7-22/23: 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 November 6, 2022 through December 6, 2022

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 mandates to maximize distancing as well as implement other 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 7-22/23 would enable the Eden Area ROP to hold virtual Governing Board meetings.

CONSENT CALENDAR

EdenAreaROP

RESOLUTION NO. 7-22/23

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 November 6, 2022 through December 6, 2022

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 November 6, 2022, and shall be effective until the earlier of (i) December 6, 2022, 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 3rd day of November 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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



DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Advisory Committee Members

BACKGROUND

In accordance with the 11 Elements of High-Quality Career Technical Education, advisory committees are established to provide advice and support for all career technical education programs. Business, community, and industry partners provide expertise and advice to the Eden Area ROP and school district CTE staff. Partners provide insight regarding the current labor market and support course description updates to meet industry standards. They also provide feedback on the acquisition of new textbooks and classroom materials. The Eden Area ROP coordinates 20 separate advisories for our programs and JPA member districts, according to CDE designated industry sectors and pathways. Our coordinated advisories foster collaboration among similar CTE programs and leverage the time of business partners to assist more than one program at a time.

CURRENT SITUATION

In accordance with the Carl D. Perkins Act, the Governing Board appoints advisory Committee members every year. A list of recommended advisory committee members is attached. Business, labor, and industry partners have signed a letter of commitment for this year's advisories.

PROGRAM	LOCATION
Automotive Collision and Refinishing	Center
Automotive Technology	Center, Castro Valley & San Leandro High Schools
Biotechnology	Castro Valley & Tennyson High Schools
Careers in Education, Future Academy	Center, Arroyo High School
Careers in Law, Forensics and Public Safety	Center & San Lorenzo High School
Construction Technology, Wood Technology	Center, Hayward & San Leandro High Schools
Culinary Science, Food & Nutrition	Center & Castro Valley High School

PROGRAM	LOCATION
Cybersecurity, ICT	Center, Castro Valley & Tennyson High School
Dental Assisting	Center
Engineering	Castro Valley High School
First Responder (Fire Science /EMT)	Center
Graphics	Mt. Eden, San Lorenzo, Castro Valley & San Leandro High Schools
Marketing, Entrepreneurship	Arroyo, Castro Valley, Mt. Eden, Hayward, Tennyson & San Leandro High Schools
Medical Careers	Center & Royal Sunset High School
Photography, Advanced Photography	Castro Valley, Hayward, Mt. Eden, Arroyo, & San Lorenzo High Schools
Sports Medicine	Mt. Eden, Hayward & Arroyo High Schools
Theater	Hayward & Eastbay Arts/Royal Sunset High Schools
Video Production	San Leandro & San Lorenzo High Schools
Welding Technology	Center & San Leandro High School

CONSENT CALENDAR

EdenAreaROP

Advisory Members

Sector: Transportation

Pathway: Structural Repair & Refinishing

Instructor: Daniel Pareja (ROP)

Advisory Members

Name	Company
Lisa Daves	Mendelson Autobody
Edgar Juarez	Caliber Collision
Ben Shell	Ben's Auto Body and Repair

EdenAreaROP

Advisory Members

Sector: Transportation

Pathway: Systems Diagnostics, Service, and Repair

Instructor: David Espinoza (ROP), Darren Rees (CV), Andy Shyers (SLE)

Advisory Members

Name	Company
Brain McKee	Hunter Engineering
Mace Gjerman	Peterson University
Ruben Gonzalez	San Leandro Brake and Wheel Center
Sean Mele	Fred's Wrenthouse
Jim Baum	Chabot College
Jonathan Sira	Keystone Automotive
Brian Hocker	AAA Towing
Robert Feliciano	Robs Wash

Sector: Health Science & Medical Technology
Pathway: Biotechnology
Instructor: Laura O' Brien (CV), Lata Mistry (CV), Karen Kelly (TEN)

Advisory Members

Name	Company
Gary Howard	Gladstone Institute
Matthew Kaser	Bell & Associates
Thomas Maciel Lester	Audentes Therapeutics
Tiffani Quan	University of California, Berkeley

EdenAreaROP

Advisory Members

Sector: Education, Child Development, and Family Services

Pathway: Education

Instructor: Erika Emery (ROP), Brian Fredin (ARR)

Advisory Members

Name	Company
Deidra Daniels	Childcare Center
DiShawn Givens	Fremont Unified School District
Ciarra Barron	Hayward Unified School District
Denise Williams-West	Jefferson Elementary School in San Leandro

EdenAreaROP

Advisory Members

Sector: Public Services

Pathway: Public Safety

Instructor: Ashley Auguste (ROP), Michael O' Connell (SLZ)

Advisory Members

Name	Company
Jeffrey Lewis	Farmers Insurance
Elgin Lowe	Alameda County District Attorney
Lt. Robert McManus	San Leandro Police Department
Captain Luis Torres	San Leandro Police Department
Jessica Vile	Chabot College
Mark Marquez	Hayward PD
Clint Christoffersen	Bay Area Criminal Lawyers, PC
Sgt. Tayamen	United States Air Force
Sergeant First Class Elliot	United States Army
Giorgio Chavez	East Bay Regional Park District

EdenAreaROP

Advisory Members

Sector: Building & Construction Trades

Pathway: Residential and Commercial Construction
Cabinetry, Millwork, and Woodworking

Instructor: Bill Deslaurier (ROP), Michael Raytis (SLE)

Advisory Members

Name	Company
Chris Floethe	Construction Craft Training (Retired)
Nicolas Harvey	Bay Area Redwood
Phil Johnson	ACCO Engineered Systems
Jack Wilding	Mellow Mule Co.
Mike Christian	Red Point Builders
Steve Sunburg	RDO Vermeer Equipment

EdenAreaROP

Advisory Members

Sector: Hospitality, Tourism & Recreation
Pathway: Food Science, Dietetics & Nutrition
Instructor: Amanda Rose (ROP), Vicki Gilmour (CV)

Advisory Members

Name	Company
Gary Freund	California State University, East Bay
Dr. Thomas Padron	California State University, East Bay
Carolyn Payne	Caterer
Mark Duesler	Frontier Energy
Kim Hudson	Hudson Group CA

EdenAreaROP

Advisory Members

Sector: Information and Communications Technologies
Pathway: Networking and Information Support and Services
Instructor: Kent Doan (ROP), Louis Stanley (CV)

Advisory Members

Name	Company
Chris Stoval	Tech Plus Consulting
Gaspar Modelo-Howard	Palo Alto Networks, Inc.
Chris Bagg	Comcast
Fabricio Gamba	Cyber Security Engineer Lead/ Epic User Security Coordinator, Southern Illinois Healthcare

EdenAreaROP

Advisory Members

Sector: Health Science and Medical Technology

Pathway: Patient Care (Dental)

Instructor: Kathy O' Brien (ROP)

Advisory Members

Name	Company
Mayra Apodaca RDA	Uptown Pediatric Dentistry
Helena Martin RDS	MOY Dental
Candace Niccolson	Barniv Dental
Susan So MD	Castro Valley Orthodontics
Nydia Tadeo	Dr. Rothi, DDS

EdenAreaROP

Advisory Members

Sector: Engineering and Architecture
Pathway: Engineering Design
Instructor: Lisa Holmes (CV), Jessica Porter (CV), Ian Lockey (HAY)

Advisory Members

Name	Company
Linda Renteria	Casa Sanchez Foods
Valentin Doering	Astellas Gene Therapies
Claire Luce	Blue Origin
Steven Trebotich	Pulse Biosciences
Patrick Mishreky	UC Berkeley Engineering
Jessica Beth Corr	AutoDesk

EdenAreaROP

Advisory Members

Sector: Public Services

Pathway: Emergency Response

Instructor: Captain John Peters (ROP)

Advisory Members

Name	Company
Samantha Barakat	Royal Ambulance
Deputy Chief Eric Vollmer	City of Hayward Fire Dept.
Chief Garrett Contreras	City of Hayward Fire Dept.
Chazz Griffiths	Royal Ambulance

EdenAreaROP

Advisory Members

Sector:	Arts, Media and Entertainment
Pathway:	Design, Visual, and Media Arts
Instructor:	Cameron Greenfield (CV), Larry Lavendel (MTE), Judy Okolie (TEN), Deborah Reinerio (SLE), Robert Jackson (SLZ)

Advisory Members

Name	Company
Shannon Hackley	Shannon Leigh
Steve Jones	Plantain Studios
Molly McCoy	Molly McCoy Graphic Design

EdenAreaROP

Advisory Members

Sector: Marketing, Sales and Services

Pathway: Marketing & Entrepreneurship/Self Employment

Instructor: Maria Fuller (TEN), Rick Charles (HAY), Aaron Rosas (MTE), Christina Charlton (ARR), Laura Jagroop (SLE), Byron Thompson

Advisory Members

Name	Company
Dawn Fregosa	Collaborative Education Advisors.com
Damon Johnson	Raised Marketing
Quency Phillips	Que Agency
Surina Piyadasa	Dynamically Speaking
Ruben Garza	Alpha Energy Management

EdenAreaROP

Advisory Members

Sector:	Health Science & Medical Technology
Pathway:	Patient Care (Medical Careers)
Instructor:	Heather Bystrom (ROP), Alysa Machado (ROP), Rowena Gamboa (ROP)

Advisory Members

Name	Company
Dayan Zakrzewski	FACES for the Future
Peter Quiambao	Director of Marketing, Healthcare MIMA
Kelly Griest	Kaiser Permanente

EdenAreaROP

Advisory Members

Sector: Arts, Media, and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Jeff Vendsel (CV), Mark Koehler (HAY), David Gurley (MTE),
Jeff Baughman (ARR), Ken Gossett (SLZ)

Advisory Members

Name	Company
Leisl Burns	Studio One Photography
Lauren Finch	Academy of Arts University, of San Francisco
Scot Tucker	Photo Consultant, SF State
Chloe Jackman	Chloe Jackman Photography
Bryan Gray	Bryan Gray Photography
Steve Babujak	Babujak Photography
Anthony Dimaano	Freelance/James Logan

EdenAreaROP

Advisory Members

Sector: Health Science & Medical Technology

Pathway: Patient Care [Sports Medicine]

Instructor: Mikel Jackson (MTE), Quiana Porter-Wilson (HAY), Kris Bernard (ARR)

Advisory Members

Name	Company
Ysel Ganda	Chiropractic Stockton Sports
Dan Miller	Chabot College Head Athletic Trainer
Jeff Roberts	Ohlone College Athletic Trainer
Shawn Jenkins	Stockton Sports Performance

EdenAreaROP

Advisory Members

Sector: Arts, Media, and Entertainment

Pathway: Performing Arts

Instructor: Tavis Kammet (HAY), Jennifer Dreyfus (EBA)

Advisory Members

Name	Company
Monica Dominguez	Dance Live Dream Center
Cody Poehnelt	CSUEB Theatre
Lizzie Flores	CSUEB Theatre
Benjamin Krantz	Ben Krantz Studio

EdenAreaROP

Advisory Members

Sector: Arts, Media and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Tony Farley (SLE), Lance McVay (SLZ), Kevin Johnson (SLZ)

Advisory Members

Name	Company
Roy Miles Jr.	Northstarr Media Group
Jon Bolf	Apple
Alex Haynes	Google, Event Production Design Engineer
Rey Godoy	Seaglass Production
Charles Brown	Berkeley IT Dept.
Trinh Dinh	Google ASG (You Tube Specialist)

EdenAreaROP

Advisory Members

Sector: Manufacturing & Product Development

Pathway: Welding & Materials Joining and Product Innovation and Design

Instructor: Barbara Juarez (ROP), Eduardo Nava (SLE), Kevin Buckley (BRK), Joseph Liu (BRK)

Advisory Members

Name	Company
Alex Demirjian	Miller Electric
Louis Quindlen	Laney College
Henry Funcke	Outreach/Rotation Coordinator Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund
Ken Miller	Business Agent/Organizer
David Vetrano	Chabot College
Ron Sharp	Technical Welding Supply



DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Disposal of Obsolete or Surplus Items

BACKGROUND

Per California Education Code 17545(a), it states that "The governing board of any school district may [for] ... any personal property belonging to the district if the property is not required for school purposes ... be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use."

CURRENT SITUATION

The attached list details personal property belonging to the Eden Area ROP that are past its useful life thereby making it no longer required for school purposes, be disposed of for the purpose of replacement and are unsatisfactory for they are no longer suitable for school use.

The Superintendent hereby concludes that it is necessary to dispose these obsolete equipment and/or items.

CONSENT CALENDAR

Asset #	Description	Asset #	Description
10072	SMART Board SB580 (Screen)	11440	Dell Optiplex 7010 MT (Desktop)
10073	SMART Board SB580 (Screen)	11442	Dell Optiplex 7010 MT (Desktop)
10076	SMART Board SB580 (Screen)	11466	Dell Poweredge T 110 II (Server)
10080	SMART Board SB580 (Screen)	11467	Dell Optiplex 7010 MT (Desktop)
10081	SMART Board SB580 (Screen)	11468	Dell Optiplex 7010 MT (Desktop)
10597	SMART Board SB580 (Screen)	11469	Dell Optiplex 7010 MT (Desktop)
10638	SMART Board (Screen)	11470	Dell Optiplex 7010 MT (Desktop)
11001	HP Proliant G4 (Server)	11472	Dell Optiplex 7010 MT (Desktop)
11273	Dell Optiplex 7010 MT (Desktop)	11475	Dell Optiplex 7010 MT (Desktop)
11280	Dell Optiplex 7010 MT (Desktop)	11476	Dell Optiplex 7010 MT (Desktop)
11289	Dell Optiplex 7010 MT (Desktop)	11477	Dell Optiplex 7010 MT (Desktop)
11290	Dell Optiplex 7010 MT (Desktop)	11478	Dell Optiplex 7010 MT (Desktop)
11294	Dell Optiplex 7010 MT (Desktop)	11486	Dell Optiplex 7010 MT (Desktop)
11296	Dell Optiplex 7010 MT (Desktop)	11511	HP Envy (Laptop)
11298	Dell Optiplex 7010 MT (Desktop)	11513	HP Envy (Laptop)
11299	Dell Optiplex 7010 MT (Desktop)	11514	HP Envy (Laptop)
11301	Dell Optiplex 7010 MT (Desktop)	11520	Apple iMac i5 (Desktop)
11303	Dell Optiplex 7010 MT (Desktop)	11521	Apple iMac i5 (Desktop)
11305	Dell Optiplex 7010 MT (Desktop)	11522	Apple iMac i5 (Desktop)
11307	Dell Optiplex 7010 MT (Desktop)	11523	Apple iMac i5 (Desktop)
11310	Dell Optiplex 7010 MT (Desktop)	11525	Apple iMac i5 (Desktop)
11311	Dell Optiplex 7010 MT (Desktop)	11526	Apple iMac i5 (Desktop)
11312	Dell Optiplex 7010 MT (Desktop)	11527	Apple iMac i5 (Desktop)
11315	Dell Optiplex 7010 MT (Desktop)	11528	Apple iMac i5 (Desktop)
11319	Dell Optiplex 7010 MT (Desktop)	11529	Apple iMac i5 (Desktop)
11320	Dell Optiplex 7010 MT (Desktop)	11530	Apple iMac i5 (Desktop)
11323	Dell Optiplex 7010 MT (Desktop)	11531	Apple iMac i5 (Desktop)
11324	Dell Optiplex 7010 MT (Desktop)	11532	Apple iMac i5 (Desktop)
11327	Dell Optiplex 7010 MT (Desktop)	11533	Apple iMac i5 (Desktop)
11330	Dell Optiplex 7010 MT (Desktop)	11534	Apple iMac i5 (Desktop)
11331	Dell Optiplex 7010 MT (Desktop)	11536	Apple iMac i5 (Desktop)
11332	Dell Optiplex 7010 MT (Desktop)	11537	Apple iMac i5 (Desktop)
11337	Dell Optiplex 7010 MT (Desktop)	11538	Apple iMac i5 (Desktop)
11338	Dell Optiplex 7010 MT (Desktop)	11539	Apple iMac i5 (Desktop)
11356	Dell Optiplex 7010 MT (Desktop)	11540	Apple iMac i5 (Desktop)
11364	Dell Optiplex 7010 MT (Desktop)	11541	Apple iMac i5 (Desktop)
11373	Dell Optiplex 7010 MT (Desktop)	11542	Apple iMac i5 (Desktop)
11374	Dell Optiplex 7010 MT (Desktop)	11543	Apple iMac i5 (Desktop)
11378	Dell Optiplex 7010 MT (Desktop)	11544	Apple iMac i5 (Desktop)
11382	Dell Optiplex 7010 MT (Desktop)	11545	Apple iMac i5 (Desktop)
11383	Dell Optiplex 7010 MT (Desktop)	11546	Apple iMac i5 (Desktop)
11384	Dell Optiplex 7010 MT (Desktop)	11547	Apple iMac i5 (Desktop)
11387	Dell Optiplex 7010 MT (Desktop)	11549	Apple iMac i5 (Desktop)
11393	Dell Optiplex 7010 MT (Desktop)	11550	HP Laserjet 700 M712 (Printer)
11401	Dell Optiplex 7010 MT (Desktop)	11743	Dell (Laptop)
11404	Dell Optiplex 7010 MT (Desktop)	11824	Dell (Laptop)
11410	Dell Optiplex 7010 MT (Desktop)	11837	Dell (Laptop)
11411	Dell Optiplex 7010 MT (Desktop)	11841	Dell (Laptop)
11412	Dell Optiplex 7010 MT (Desktop)	11842	Dell (Laptop)
11416	Dell Optiplex 7010 MT (Desktop)	11843	Dell (Laptop)
11421	Dell Optiplex 7010 MT (Desktop)	11845	Dell (Laptop)
11426	Dell Optiplex 7010 MT (Desktop)	11846	Dell (Laptop)
11429	Dell Optiplex 7010 MT (Desktop)	12099	Apple iMac i5 (Desktop)



DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2022-2023 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services to bring students to the center for tours of programs and pathways.

CURRENT SITUATION

For the 2022-2023 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

School	Tour Date	Amount
San Leandro High School	11/15/22	5,740.00
Tennyson High School	11/17/22	7,050.00
San Lorenzo High School	12/02/22	4,430.00
Arroyo High School	12/09/22	5,740.00
Hayward High School	01/20/23	8,360.00
Castro Valley High School	01/26/23	8,360.00
Mt. Eden High School	02/03/23	8,360.00
Total		\$48,040.00

CONSENT CALENDAR



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **09/30/22**
Charter No. : **30177**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**

Group Leader: **Johanna Lopez**

Destination: **Hayward, CA**

Leave Date: **Tuesday, November 15, 2022**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Pickup Location: **San Leandro High School**
2200 Bancroft Ave.
San Leandro

Coaches: **4**

Equipment: **2-56 2-48 passenger**

Requested Driver:

Return Date: **Tuesday, November 15, 2022**

Retn\Drop Time: **1:00 pm**

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

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,740.00
09/26/22	Signed Contract			Amount Paid	\$0.00
11/01/22	Final Payment			Balance Due	\$5,740.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

TCP 12504-B US DOT 253482

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

**Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Friday, September 30, 2022

Charter No. : **30177**

Phone: **510-293-2950**

Fax:

Order Date **09/26/22**

SalesRep: **Charles Williams**

The attached Charter 30177 in the amount of \$5,740.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Friday, September 30, 2022

Charter No. : **30177**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

American Stage Tours cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing American Stage Tours services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize American Stage Tours services and/or enter onto American Stage Tours premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK.-- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize American Stage Tours services and enter American Stage Tours premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize American Stage Tours services and premises in person

WAIVER OF LAWSUIT/LIABILITY.-- I hereby forever release and waive my right to bring suit against American Stage Tours and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing American Stage Tours services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AT LEAST 72 HOURS PRIOR TO TRIP DEPARTURE DATE.



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

Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **10/13/22**
Charter No. : **30175**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**

Group Leader: **Johanna Lopez**

Destination: **Hayward, CA**

Leave Date: **Thursday, November 17, 2022**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Pickup Location: **Tennyson High School**
27035 Whitman St.
Hayward, CA 94544

Coaches: **5**

Equipment: **4-56 1-48 passenger**

Requested Driver:

Return Date: **Thursday, November 17, 2022**

Retn\Drop Time: **1:00 pm**

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

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$7,050.00
10/13/22	Signed Contract			Amount Paid	\$0.00
11/03/22	Final Payment			Balance Due	\$7,050.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, October 13, 2022

Charter No. : **30175**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

The attached Charter 30175 in the amount of \$6,915.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, October 13, 2022

Charter No. : 30175
Phone: 510-293-2950
Fax:
Order Date 09/26/22
SalesRep: Charles Williams

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

American Stage Tours cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing American Stage Tours services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize American Stage Tours services and/or enter onto American Stage Tours premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK.-- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize American Stage Tours services and enter American Stage Tours premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize American Stage Tours services and premises in person

WAIVER OF LAWSUIT/LIABILITY.-- I hereby forever release and waive my right to bring suit against American Stage Tours and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing American Stage Tours services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AT LEAST 72 HOURS PRIOR TO TRIP DEPARTURE DATE.



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **09/30/22**
Charter No. : **30178**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**
Group Leader: **Johanna Lopez**
Destination: **Hayward, CA**
Leave Date: **Friday, December 2, 2022**
Spot Time: **8:15 am**
Leave Time: **8:30 am**
Pickup Location: **San Lorenzo High School**
50 East Lewelling Blvd.
San Lorenzo

Coaches: **3**
Equipment: **2-56 1-48 passenger**
Requested Driver:
Return Date: **Friday, December 2, 2022**
Retn\Drop Time: **1:00 pm**
Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$4,430.00
09/26/22	Signed Contract			Amount Paid	\$0.00
11/18/22	Final Payment			Balance Due	\$4,430.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



**1488 Soccer Court
Concord, CA 94518-3850**

Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

**Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Friday, September 30, 2022

Charter No. : **30178**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

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ASSUMPTION OF RISK.-- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize American Stage Tours services and enter American Stage Tours premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize American Stage Tours services and premises in person

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(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AT LEAST 72 HOURS PRIOR TO TRIP DEPARTURE DATE.



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
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S.P.A.B Terms and Conditions

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Friday, September 30, 2022

Charter No. : **30178**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

The attached Charter 30178 in the amount of \$4,430.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **09/30/22**
Charter No. : **30179**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**
Group Leader: **Johanna Lopez**
Destination: **Hayward, CA**
Leave Date: **Friday, December 9, 2022**
Spot Time: **8:15 am**
Leave Time: **8:30 am**
Pickup Location: **Arroyo High School**
15701 Lorenzo Ave.
San Lorenzo, CA 94580

Coaches: **4**
Equipment: **2-56 2-48 passenger**
Requested Driver:
Return Date: **Friday, December 9, 2022**
Retn\Drop Time: **1:00 pm**
Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,740.00
09/28/22	Signed Contract			Amount Paid	\$0.00
11/25/22	Final Payment			Balance Due	\$5,740.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

TCP 12504-B US DOT 253482

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Johanna Lopez

Eden Area ROP

26316 Hesperian Blvd.

Hayward, CA 94545

Friday, September 30, 2022

Charter No. : **30179**

Phone: **510-293-2950**

Fax:

Order Date **09/26/22**

SalesRep: **Charles Williams**

The attached Charter 30179 in the amount of \$5,740.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Friday, September 30, 2022

Charter No. : **30179**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

American Stage Tours cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing American Stage Tours services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize American Stage Tours services and/or enter onto American Stage Tours premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK.-- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize American Stage Tours services and enter American Stage Tours premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize American Stage Tours services and premises in person

WAIVER OF LAWSUIT/LIABILITY.-- I hereby forever release and waive my right to bring suit against American Stage Tours and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing American Stage Tours services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AT LEAST 72 HOURS PRIOR TO TRIP DEPARTURE DATE.



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
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Email: info@americanstagetours.com

Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **09/30/22**
Charter No. : **30181**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**
Group Leader: **Johanna Lopez**
Destination: **Hayward, CA**
Leave Date: **Friday, January 20, 2023**
Spot Time: **8:15 am**
Leave Time: **8:30 am**
Pickup Location: **Hayward High School**
1633 East Ave
Hayward, CA 94540

Coaches: **6**
Equipment: **3-56 & 3-48 passenger**
Requested Driver:
Return Date: **Friday, January 20, 2023**
Retn\Drop Time: **1:00 pm**
Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$8,360.00
09/28/22	Signed Contract			Amount Paid	\$0.00
01/06/23	Final Payment			Balance Due	\$8,360.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

TCP 12504-B US DOT 253482

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

**Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Friday, September 30, 2022

Charter No. : **30181**

Phone: **510-293-2950**

Fax:

Order Date **09/26/22**

SalesRep: **Charles Williams**

The attached Charter 30181 in the amount of \$8,360.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Friday, September 30, 2022

Charter No. : **30181**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

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ASSUMPTION OF RISK.-- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize American Stage Tours services and enter American Stage Tours premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize American Stage Tours services and premises in person

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(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AT LEAST 72 HOURS PRIOR TO TRIP DEPARTURE DATE.



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Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **10/13/22**
Charter No. : **30182**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**
Group Leader: **Johanna Lopez**
Destination: **Hayward, CA**
Leave Date: **Thursday, January 26, 2023**
Spot Time: **8:15 am**
Leave Time: **8:30 am**
Pickup Location: **Castro Valley High School**
(Pick up in Loop off Mabel)
19400 Santa Maria Avenue
Castro Valley, CA 94546

Coaches: **6**
Equipment: **3-56 3-48 passenger**
Requested Driver:
Return Date: **Thursday, January 26, 2023**
Retn\Drop Time: **1:00 pm**
Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$8,360.00
09/28/22	Signed Contract			Amount Paid	\$0.00
01/10/23	Final Payment			Balance Due	\$8,360.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

TCP 12504-B US DOT 253482

Website: www.americanstagetours.com

Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, October 13, 2022

Charter No. : **30182**

Phone: **510-293-2950**

Fax:

Order Date **09/26/22**

SalesRep: **Charles Williams**

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

American Stage Tours cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing American Stage Tours services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize American Stage Tours services and/or enter onto American Stage Tours premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK.-- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize American Stage Tours services and enter American Stage Tours premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize American Stage Tours services and premises in person

WAIVER OF LAWSUIT/LIABILITY.-- I hereby forever release and waive my right to bring suit against American Stage Tours and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing American Stage Tours services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED AT LEAST 72 HOURS PRIOR TO TRIP DEPARTURE DATE.



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

TCP 12504-B US DOT 253482

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Johanna Lopez

Eden Area ROP

26316 Hesperian Blvd.

Hayward, CA 94545

Thursday, October 13, 2022

Charter No. : **30182**

Phone: **510-293-2950**

Fax:

Order Date **09/26/22**

SalesRep: **Charles Williams**

The attached Charter 30182 in the amount of \$8,360.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **10/24/22**
Charter No. : **30180**

Phone: **510-293-2950**
Order Date **09/26/22**
SalesRep: **Charles Williams**

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

Group Name: **Eden Area ROP**
Group Leader: **Johanna Lopez**
Destination: **Hayward, CA**
Leave Date: **Friday, February 03, 2023**
Spot Time: **8:15 am**
Leave Time: **8:30 am**
Pickup Location: **Mt. Eden High School**
2300 Panama St
Hayward, CA 94545

Coaches: **6**
Equipment: **3-56 & 3-48 passenger**
Requested Driver:
Return Date: **Friday, February 03, 2023**
Retn\Drop Time: **1:00 pm**
Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$8,360.00
12/30/22	Signed Contract			Amount Paid	\$0.00
01/13/23	Final Payment			Balance Due	\$8,360.00

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

Charter Party Authorized Signature

Date

Charles Williams
Tour Coordinator



**1488 Soccer Court
Concord, CA 94518-3850**

Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
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Email: info@americanstagetours.com

Covid-19 Notice to All Charter Parties

**Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Monday, October 24, 2022

Charter No. : **30180**
Phone: **510-293-2950**
Fax:
Order Date **09/26/22**
SalesRep: **Charles Williams**

COVID-19 WAIVER OF LIABILITY

WAIVER of LIABILITY.--The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

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WAIVER OF LAWSUIT/LIABILITY.-- I hereby forever release and waive my right to bring suit against American Stage Tours and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing American Stage Tours services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

(Chartering / Tour Party Print Name)

(Chartering / Tour Party Signed)

(Date)

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S.P.A.B Terms and Conditions

**Johanna Lopez
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Monday, October 24, 2022

Charter No. : **30180**

Phone: **510-293-2950**

Fax:

Order Date **09/26/22**

SalesRep: **Charles Williams**

The attached Charter 30180 in the amount of \$8,360.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

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

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date

INFORMATION ITEMS

DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: ROP Pathway Review- Emergency Response

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 reflect the information more accurately 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 Emergency Response pathway is under the Public Services sector. The Emergency Response pathway encompasses standards for designing student coursework in preparation for a number of careers in this field. The standards provide the foundation for further professional education and training at a postsecondary level, leading to certification and employment. By mastering these standards, students gain critical knowledge and skills through classroom and job-site experiences, simulations, and other learning modalities. Careers in this pathway include those in fire services, emergency medical services, wildland services, and emergency management.

The attached pathway review is for the following program(s):
First Responder (Fire Science/EMT) IP/IIP.

RECOMMENDATION

Information only

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	Eden Area ROP									
PATHWAY:	Emergency Response		INSTRUCTOR(S):	Capt. John Peters								
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								
First Responder (Fire Science/EMT) IP		35	48	39								
First Responder (Fire Science/EMT) IIP		14	N/A	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: Essentials of Fire Fighting			Edition: 7th									
NO.	YES	NO										
1.	X		ENROLLMENT – Course meets current or future labor market needs. <table border="1"> <tr> <td>CLASS SCHEDULE: AM/PM</td> <td>SECTIONS PER YEAR:</td> <td>MINS PER SECTION:</td> <td>EXPECTED MINIMUM STUDENTS PER SECTION:</td> </tr> <tr> <td>2 (Center)</td> <td>2 (Center)</td> <td>3hrs Center</td> <td>25+</td> </tr> </table>		CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:	2 (Center)	2 (Center)	3hrs Center	25+
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 checked="" 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: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Recognition of the Eden Area ROP Teacher of the Year

BACKGROUND

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

CURRENT SITUATION

The Eden Area ROP Teacher of the Year for 2022 is Daniel Pareja. Mr. Pareja teaches Automotive Collision & Refinishing at the Eden Area ROP center.

The Eden Area ROP is proud of Mr. Pareja for his commitment and dedication to the students and staff of the Eden Area ROP, as well as his contributions to public education.

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

RECOMMENDATION

Information only



DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Business Partners of the Year

BACKGROUND

The Eden Area ROP and school district programs are supported by our local business community in many ways. To honor those business members who have supported our programs and have contributed above and beyond during the school year, we honor our Business Partners of the Year. Business Partners of the Year will be honored during our November Governing Board meeting.

CURRENT SITUATION

This year, the Eden Area ROP and the four school districts selected a total of seven Business Partners of the Year. These award winners have demonstrated a commitment to our students, staff, and programs by sharing their industry expertise, time, and talents.

The following list of individuals are the Eden Area ROP's Business Partners of the Year:

NAME	COMPANY	NOMINATOR
Tesa Dinio Abad	Illumina	Hayward USD (Internship)
Ruben Castellon	Home Depot	Eden Area ROP (Construction)
Terrell Keith Daniels	Lots of Love Childcare	Eden Area ROP (Careers in Ed)
Dawn Deardorf	Aura Catering	Castro Valley USD
Ron Sharp	Technical Welding Supply LLC	Eden Area ROP (Welding)
Nikki West	Kaiser Permanente	San Lorenzo USD (Internships)
Carole Wright	MiMA LLC	San Leandro USD (Entrepreneurship)

RECOMMENDATION

Information only

DATE: November 3, 2022
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 Bylaw to reflect current law and regulations provided in CSBA's quarterly update.

NUMBER	TYPE	TITLE	STATUS
4119.1 4219.1 4319.1	BP	Civil and Legal Rights	Revise
4161.2 4261.2 4361.2	AR	Personal Leaves	Revise
4161.5 4261.5 4361.5	AR	Military Leave	New
6200	BP	Adult Education	Revise
7150	BP	Site Selection and Development	Revise
7150	AR	Site Selection and Development	Revise
9100	BB	Organization	Revise

RECOMMENDATION

Information only



EdenAreaROP SUPERINTENDENT'S MEMO

To: Eden Area ROP Governing Board
From: Blaine Torpey, Superintendent
Date: November 3, 2022
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
4119.1 4219.1 4319.1	BP	Civil and Legal Rights	Policy updated to reflect NEW COURT DECISION (Kennedy v. Bremerton School District), in which the U.S. Supreme Court held that the district's decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee's free exercise and free speech rights. Policy also updated to include types of retaliation prohibited when an employee is acting solely to protect a student engaged in conduct authorized by Education Code 48907 (freedom of speech and press) or 48950 (speech and other communication), and clarify that an employee is prohibited from using official authority status or influence to attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.	Revise
4161.2 4261.2 4361.2	AR	Personal Leaves	Regulation updated to reflect NEW LAW (SB 294, 2021) which clarifies that leave of absence granted an employee to serve as an elected officer of an employee organization is in addition to other leaves to which the employee may be entitled by law or agreement and NEW LAW (AB 1033, 2021) which defines "parent" to include "parents-in-law." Regulation also updated to change heading "Legal Duties" to "Leave to Perform Legal Duties" and to make clarifying changes throughout.	Revise
4161.5 4261.5 4361.5	AR	Military Leave	Regulation updated to include explanatory notes for the "Pension Plan Service Credit" and "Employment Status" sections, clarify language throughout, and delete dated and unnecessary material.	New

6200	BP	Adult Education	Policy updated to reflect NEW LAW (AB 486, 2021) which repeals the authorization for districts in sparsely populated areas to participate in the adult education program administered by the county office of education. Policy also updated to (1) expand the Board's philosophical statement, (2) move material regarding the district's participation in a consortium to be with newly added material of similar content, (3) include that the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate, upon recommendation of the student's adult school or noncredit program of attendance, to attend a community college during any session or term as a special part-time student, and (4) provide that a district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district to provide adult education instruction if the district has an adult school or classes but is unable to maintain that school or class(es) because of an inability to secure a teacher(s) or because of a lack of facilities.	Revise
7150	BP	Site Selection and Development	Policy updated to add material regarding the Governing Board's obligations when evaluating property prior to acquiring a new school or an addition to an existing school site, and reflect NEW LAW (AB 819, 2021) which requires the district to post specified environmental review documents.	Revise
7150	AR	Site Selection and Development	Regulation updated to specify that the request for information to evaluate the safety of a proposed site be in writing, and reflect NEW LAW (AB 819, 2021) which requires the district to post specified environmental review documents.	Revise
9100	BB	Organization	Bylaw updated to reflect NEW LAW (AB 486, 2021) which changes the date requirements for districts to hold their annual organizational meeting.	Revise

Policy 4119.1: Civil And Legal Rights

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board believes that the personal life of an employee is not an appropriate concern of the Eden Area Regional Occupational Program (Eden Area ROP), except as it may directly relate to the ~~employee's performance of his/her duties.~~

~~An employee's 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 violate law, Governing Board policy, or administrative regulation.~~ performance of the employee's duties.

(cf. 4030 - Nondiscrimination in Employment)

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

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Eden Area ROP employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The Eden Area ROP shall make no inquiry concerning the personal values, attitudes, and beliefs of Eden Area ROP employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no Eden Area ROP employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the Eden Area ROP reserves the right to access any publicly available information about any employee.

No employee shall be ~~dismissed, suspended, disciplined, reassigned, transferred,~~ or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search Eden Area ROP property under an employee's control.

(cf. 3515 - Campus Security)

(cf. 4040 - Employee Use of Technology)

Whistleblower Protection

An employee shall have the right to disclose to a Governing Board member, a school administrator, a member of the County Board of Education, ~~the~~ County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the Eden Area ROP or an Eden Area ROP employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, ~~he/she~~ the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use ~~his/her~~ official authority status or influence to intimidate, threaten, coerce, or command, ~~or attempt to intimidate, threaten, coerce, or command,~~ another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has disclosed improper governmental activity and believes that ~~he/she has subsequently been~~

subjected to acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the Eden Area ROP's complaint procedures. After filing a complaint with the Eden Area ROP, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against him/her the employee, in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her the employee's act or omission when he/she is acting within the scope of employment or Eden Area ROP responsibilities, when the employee's act or omission is in conformity with federal, or state law, and local laws, Eden Area ROP policy, or administrative regulation, or when and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

(cf. 3320 - Claims and Actions Against the District)

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was found by a court to have violated a federal or state civil rights law.
4. The employee was under the influence of alcohol or any drug at the time of the misconduct.
5. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
6. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

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

CA Constitution Article 1, Section 1

Ed. Code 200-262.4

Ed. Code 44040

Ed. Code 44110-44114

Ed. Code 48907

Ed. Code 48950

Ed. Code 49091.24

Ed. Code 7050-7058

Gov. Code 12650-12656

Gov. Code 12940-12953

Description

Inalienable rights

Prohibition of discrimination -
<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

Discrimination based on employee's appearance before certain boards or committees

Reporting by school employees of improper governmental activity

Exercise of free expression; time, place and manner rules and regulations

Speech and other communication

Teacher rights to refuse evaluation/survey of personal life

Political activities of school officers and employees

False claims actions

Discrimination prohibited; unlawful practices

Gov. Code 3540.1
 Gov. Code 3543.5
 Gov. Code 815.3
 Gov. Code 820-823
 Gov. Code 825.6
 Lab. Code 1102.5-1106

Federal References

18 USC 16
 20 USC 1681-1688
 20 USC 7941-7948
 42 USC 12101-12213
 42 USC 2000d-2000d-7
 42 USC 2000e-2000e-17
 U.S. Constitution

Management Resources References

Court Decision
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 Court Decision

Website

Website

Cross References

1312.1
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 3320
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 3400

Public employment; definitions
 Interference with employee's rights prohibited
 Intentional torts
 Tort claims act
 Indemnification of public entity
 Whistleblower protections

Description

Crime of violence; definition
 Title IX of the Education Amendments of 1972; discrimination based on sex
 Teacher liability protection
 Americans with Disabilities Act
 Title VI, Civil Rights Act of 1964
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 Amendment 1, Free exercise, free speech, and establishment clauses

Description

Kennedy v. Bremerton (2022) 142 S.Ct. 2407
 New Jersey v. T.L.O. (1985) 469 U.S. 325
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 Hartnett v. Crosier (2012) 205 Cal.App.4th 685
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 CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>
 California Office of the Attorney General -
<https://simbli.eboardsolutions.com/SU/5qNsIsh5DoKuytasYcv9khGiA==>

Description

Complaints Concerning District Employees -
<https://simbli.eboardsolutions.com/SU/88k1jAFO5XTBbmYVcdcJw==>
 Complaints Concerning District Employees -
<https://simbli.eboardsolutions.com/SU/UfrhTFRxuKf8z4GXGxqRg==>
 Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/NCIIQ1x8xFCdtQRniKVFQQ==>
 Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/BA1WWI3efmsIshPOPghyV4WnQ==>
 Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/W6rvYg4mauU6zHehPSApOQ==>
 Claims And Actions Against The District -
<https://simbli.eboardsolutions.com/SU/Q7VGDQOk15wZTvNwk0Debw==>
 Claims And Actions Against The District -
<https://simbli.eboardsolutions.com/SU/EeABYSdzQDyR2ggLrMoiYQ==>
 Management Of District Assets/Accounts -
<https://simbli.eboardsolutions.com/SU/TIWOffKjwsfUBmmjHeh8ag==>

3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/sXwUvhY3dZ4iQHHeV60Qog==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/hPhZ71ILDcJHvLbslshBQvz3w==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/10ZbnsLBD4kFslsh0MNYkuzuA==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/huJBf9Mb5p0jg2fOeadlA==
4040	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/gDTVswWdASQ0j3VBn2zalg==
4040-E PDF(1)	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/NQsv4ZCezKjaSAplus9H4iFEg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/XNvDKoMKzeSET7e8lu7odQ==
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4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
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4132	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/xm9M6Z8rEbthHVJ9QTsk1w==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/l17lzduMHKo8put7kPOplusplusQ==
4136-E PDF(1)	Nonschool Employment - https://simbli.eboardsolutions.com/SU/Cwab2RbcOnwuOXGouFmluw==
4144	Complaints - https://simbli.eboardsolutions.com/SU/jMJUWWhbRaLqEmvhJ3ML13A==
4144	Complaints - https://simbli.eboardsolutions.com/SU/fMozsLcU1XQD2tEvplusln9w==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/p907xTHB0BRLxoplusxBqeAzW==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/QjZchBHjlo4MPVRpFGJCrA==
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4244	Complaints - https://simbli.eboardsolutions.com/SU/aQNldGubKpluslpfZH0rpluskBQQ==
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4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/J4cartGrEslshslsh5HVFg1ILREA==
4344	Complaints - https://simbli.eboardsolutions.com/SU/81islshPFcSeJaoFtslshzpmvsRg==
4344	Complaints - https://simbli.eboardsolutions.com/SU/EpF4T2e1sCscykW5uttqlw==
9260	Legal Protection - https://simbli.eboardsolutions.com/SU/slsh3oGM4uPRVMq7XB4uslshslshGg==

Policy 4219.1: Civil And Legal Rights

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board believes that the personal life of an employee is not an appropriate concern of the Eden Area Regional Occupational Program (Eden Area ROP), except as it may directly relate to the ~~employee's performance of his/her duties.~~

~~An employee's 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 violate law, Governing Board policy, or administrative regulation.~~ performance of the employee's duties.

(cf. 4030 - Nondiscrimination in Employment)

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

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Eden Area ROP employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The Eden Area ROP shall make no inquiry concerning the personal values, attitudes, and beliefs of Eden Area ROP employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no Eden Area ROP employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the Eden Area ROP reserves the right to access any publicly available information about any employee.

No employee shall be ~~dismissed, suspended,~~ disciplined, ~~reassigned, transferred,~~ or ~~otherwise~~ retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search Eden Area ROP property under an employee's control.

(cf. 3515 - Campus Security)

(cf. 4040 - Employee Use of Technology)

Whistleblower Protection

An employee shall have the right to disclose to a Governing Board member, a school administrator, a member of the County Board of Education, ~~the~~ County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the Eden Area ROP or an Eden Area ROP employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, ~~he/she~~ ~~the employee~~ has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use ~~his/her~~ official authority ~~status~~ or influence to intimidate, threaten, coerce, or command, ~~or attempt to intimidate, threaten, coerce, or command,~~ another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has disclosed improper governmental activity and believes that ~~he/she has subsequently been~~

subjected to acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the Eden Area ROP's complaint procedures. After filing a complaint with the Eden Area ROP, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against him/her the employee, in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her the employee's act or omission when he/she is acting within the scope of employment or Eden Area ROP responsibilities, when the employee's act or omission is in conformity with federal, or state law, and local laws, Eden Area ROP policy, or administrative regulation, or when and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

(cf. 3320 - Claims and Actions Against the District)

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was found by a court to have violated a federal or state civil rights law.
4. The employee was under the influence of alcohol or any drug at the time of the misconduct.
5. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
6. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

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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 Gov. Code 3543.5
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 Lab. Code 1102.5-1106

Federal References

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 20 USC 1681-1688
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 42 USC 12101-12213
 42 USC 2000d-2000d-7
 42 USC 2000e-2000e-17
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Management Resources References

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Description

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 Claims And Actions Against The District -
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 Claims And Actions Against The District -
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 Management Of District Assets/Accounts -
<https://simbli.eboardsolutions.com/SU/TIWOffKjwsfUBmmjHeh8ag==>

3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/sXwUvhY3dZ4iQHHeV60Qog==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/hPhZ71ILDcJHvLbslshBQvz3w==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/10ZbnsLBD4kFslsh0MNYkuzuA==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/huJBf9Mb5p0jg2fOeadlA==
4040	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/gDTVswWdASQ0j3VBn2zalg==
4040-E PDF(1)	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/NQsv4ZCezKjaSAplus9H4iFEg==
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4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/SKcZRAfchzUtahOLWjY0eQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/VoRaslshttnP9GBVzFdsZLyQ==
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4136-E PDF(1)	Nonschool Employment - https://simbli.eboardsolutions.com/SU/Cwab2RbcOnwuOXGouFmluw==
4144	Complaints - https://simbli.eboardsolutions.com/SU/jMJUWWhbRaLqEmvhJ3ML13A==
4144	Complaints - https://simbli.eboardsolutions.com/SU/fMozsLcU1XQD2tEvplusln9w==
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Policy 4319.1: Civil And Legal Rights

Status: DRAFT

Original Adopted Date: 05/07/2020

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(cf. 4030 - Nondiscrimination in Employment)

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

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The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use ~~his/her~~ official authority ~~status~~ or influence to intimidate, threaten, coerce, or command, ~~or attempt to intimidate, threaten, coerce, or command,~~ another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has disclosed improper governmental activity and believes that ~~he/she has subsequently been~~

subjected to acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the Eden Area ROP's complaint procedures. After filing a complaint with the Eden Area ROP, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against him/her the employee, in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her the employee's act or omission when he/she is acting within the scope of employment or Eden Area ROP responsibilities, when the employee's act or omission is in conformity with federal, or state law, and local laws, Eden Area ROP policy, or administrative regulation, or when and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

(cf. 3320 - Claims and Actions Against the District)

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was found by a court to have violated a federal or state civil rights law.
4. The employee was under the influence of alcohol or any drug at the time of the misconduct.
5. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
6. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

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

CA Constitution Article 1, Section 1

Inalienable rights

Ed. Code 200-262.4

Prohibition of discrimination -
<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==>

Ed. Code 44040

Discrimination based on employee's appearance before certain boards or committees

Ed. Code 44110-44114

Reporting by school employees of improper governmental activity

Ed. Code 48907

Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950

Speech and other communication

Ed. Code 49091.24

Teacher rights to refuse evaluation/survey of personal life

Ed. Code 7050-7058

Political activities of school officers and employees

Gov. Code 12650-12656

False claims actions

Gov. Code 12940-12953

Discrimination prohibited; unlawful practices

Gov. Code 3540.1
 Gov. Code 3543.5
 Gov. Code 815.3
 Gov. Code 820-823
 Gov. Code 825.6
 Lab. Code 1102.5-1106

Federal References

18 USC 16
 20 USC 1681-1688
 20 USC 7941-7948
 42 USC 12101-12213
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Management Resources References

Court Decision
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Website

Website

Cross References

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 3320
 3320
 3400

Public employment; definitions
 Interference with employee's rights prohibited
 Intentional torts
 Tort claims act
 Indemnification of public entity
 Whistleblower protections

Description

Crime of violence; definition
 Title IX of the Education Amendments of 1972; discrimination based on sex
 Teacher liability protection
 Americans with Disabilities Act
 Title VI, Civil Rights Act of 1964
 Title VII, Civil Rights Act of 1964, as amended
 Amendment 1, Free exercise, free speech, and establishment clauses

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Kennedy v. Bremerton (2022) 142 S.Ct. 2407
 New Jersey v. T.L.O. (1985) 469 U.S. 325
 Garcetti v. Ceballos (2006) 547 U.S. 410
 Hartnett v. Crosier (2012) 205 Cal.App.4th 685
 Johnson v. Poway Unified School District (2011) 658 F.3d 954
 O'Conner v. Ortega (1987) 480 U.S. 709
 Ohton v. CSU San Diego (2007) 56 Cal.Rptr.3d 111
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 California Office of the Attorney General -
<https://simbli.eboardsolutions.com/SU/5qNsIsh5DoKuytasYcv9khGiA==>

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Complaints Concerning District Employees -
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4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/XNvDKoMKzeSET7e8lu7odQ==
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4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
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Regulation 4161.2: Personal Leaves

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Revised Date: 03/03/2022

Personal leaves granted to Eden Area Regional Occupational Program (Eden Area ROP) employees shall be used as permitted in this administrative regulation, or other Governing Board-approved policy or Eden Area ROP regulation.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven ten days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or ~~where for which~~ the need ~~for leave~~ is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed Eden Area ROP absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the Eden Area ROP office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

An employee ~~may be absent from work in order to attend judicial proceedings related to a crime when the employee who is a victim, of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of a such victim, of~~ may be absent from work in order to attend related judicial proceedings, if the crime is any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the Eden Area ROP attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The Eden Area ROP shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

An employee who is a victim of domestic violence, sexual assault, or stalking, who is a victim of or a crime that caused physical injury or that caused mental injury with a threat of physical injury, or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The Eden Area ROP shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

The Superintendent or designee shall inform employees of their the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the Eden Area ROP. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the Eden Area ROP for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the Eden Area ROP as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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

CA Constitution Article 1, Section 8

Ed. Code 44036-44037

Description

Religious discrimination -
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Leaves of absence for judicial and official appearances

Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal References

29 USC 2601-2654
42 USC 2000d-2000d-7

Description

Family Care and Medical Leave Act
Title VI, Civil Rights Act of 1964

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4258	Employee Security - https://simbli.eboardsolutions.com/SU/HayBiDjLgktKoiCtftq6DA==
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4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/slsh8oMjzcJGtcyVciXusC0bA==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/B7slshwn1CoslshNUHldrTXnf3yA==
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/tlDEw6WINi9spgzXcsQgiA==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/2lFPjn2lSp0plusrXYQ1lWEow==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/SWIm4axjvRYRUVdRtpBjtw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/wul5V6hXWcizpM6hydtxDg==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/zJdoLemo8XplusHHfSwbqeJVA==

Regulation 4261.2: Personal Leaves

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Revised Date: 03/03/2022

Personal leaves granted to Eden Area Regional Occupational Program (Eden Area ROP) employees shall be used as permitted in this administrative regulation, or other Governing Board-approved policy or Eden Area ROP regulation.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven ten days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where for which the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed Eden Area ROP absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the Eden Area ROP office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

An employee may be absent from work in order to attend judicial proceedings related to a crime when the employee who is a victim, of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of a such victim, of may be absent from work in order to attend related judicial proceedings, if the crime is any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the Eden Area ROP attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The Eden Area ROP shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

An employee who is a victim of domestic violence, sexual assault, or stalking, ~~who is a victim of~~ or a crime that caused physical injury or ~~that caused~~ mental injury with a threat of physical injury, or ~~an employee~~ whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The Eden Area ROP shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

The Superintendent or designee shall inform employees of ~~their~~ the rights ~~provided employees~~ pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the Eden Area ROP. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the Eden Area ROP for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the Eden Area ROP as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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

CA Constitution Article 1, Section 8

Ed. Code 44036-44037

Description

Religious discrimination -
<https://simbli.eboardsolutions.com/SU/aVyer3HNWhenL24lj43Z8w==>

Leaves of absence for judicial and official appearances

Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal References

29 USC 2601-2654
42 USC 2000d-2000d-7

Description

Family Care and Medical Leave Act
Title VI, Civil Rights Act of 1964

Management Resources References

Court Decision

Public Employment Relations Board Decision

Website

Website

Website

Website

Description

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDslshXk6R5akQ==>

California Department of Industrial Relations -
<https://simbli.eboardsolutions.com/SU/Lh5JVplusYhNJm5slshcgG07zsOQ==>

California Federation of Teachers -
<https://simbli.eboardsolutions.com/SU/6TJlNbikoQhGwsWiH4ztXQ==>

California Public Employment Relations Board -
<https://simbli.eboardsolutions.com/SU/7Fndg3k626KwCb511Tsish2ew==>

Website	California School Employees Association - https://simbli.eboardsolutions.com/SU/NOB1plusNOcLNRMHnggHE1slshjg==
Website	California Teachers Association - https://simbli.eboardsolutions.com/SU/w58tUBBtGnaF0rMUPlwN0g==

Cross References

2121	Superintendent's Contract - https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/fQAypGvWMEaBoqLbzslshjg==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIz40DSa1c7mTns8w==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zsr8ox1WUuCyBNJ5ACqUVQ==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/N2C6YsKYwhCRcCeraFplusCng==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/TxPplushZopmplusFgl2Kv57ffhA==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/xRjr63FE2ownEjtnHYRAZA==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/LZhSWDMRaTpQuhXaDvyd7w==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxlRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/eewP9MaTI3ITpPD5D3GF4A==
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4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Pd4UbqkJGPTTnAAfxxKDvw==
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4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/slsh8oMjzcJGtcyVciXusC0bA==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/B7slshwn1CoslshtNUHldrTXnf3yA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Jf1oae2HJ0qdxsBFnE9myQ==
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4358	Employee Security - https://simbli.eboardsolutions.com/SU/SWIm4axjvRYRUVdRtpBjtw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/wul5V6hXWcizpM6hydtxDg==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/zJdoLemo8XplusHHfSwbqeJVA==

Regulation 4361.2: Personal Leaves

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Revised Date: 03/03/2022

Personal leaves granted to Eden Area Regional Occupational Program (Eden Area ROP) employees shall be used as permitted in this administrative regulation, or other Governing Board-approved policy or Eden Area ROP regulation.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven ten days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where for which the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed Eden Area ROP absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the Eden Area ROP office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

An employee may be absent from work in order to attend judicial proceedings related to a crime when the employee who is a victim, of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of a such victim, of may be absent from work in order to attend related judicial proceedings, if the crime is any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the Eden Area ROP attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The Eden Area ROP shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

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An employee who is a victim of domestic violence, sexual assault, or stalking, who is a victim of or a crime that caused physical injury or that caused mental injury with a threat of physical injury, or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
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5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

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2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The Eden Area ROP shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

The Superintendent or designee shall inform employees of their the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the Eden Area ROP. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the Eden Area ROP for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the Eden Area ROP as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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

CA Constitution Article 1, Section 8

Ed. Code 44036-44037

Description

Religious discrimination -
<https://simbli.eboardsolutions.com/SU/aVyer3HNWWhenL24lj43Z8w==>

Leaves of absence for judicial and official appearances

Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations; classified
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal References

29 USC 2601-2654
42 USC 2000d-2000d-7

Description

Family Care and Medical Leave Act
Title VI, Civil Rights Act of 1964

Management Resources References

Court Decision

Public Employment Relations Board Decision

Website

Website

Website

Website

Description

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==>

California Department of Industrial Relations -
<https://simbli.eboardsolutions.com/SU/Lh5JVplusYhNJm5slshcgG07zsOQ==>

California Federation of Teachers -
<https://simbli.eboardsolutions.com/SU/6TJlNbikoQhGwsWiH4ztXQ==>

California Public Employment Relations Board -
<https://simbli.eboardsolutions.com/SU/7Fndg3k626KwCb511Tsish2ew==>

Website	California School Employees Association - https://simbli.eboardsolutions.com/SU/NOB1plusNOcLNRMHnggHE1slshjg==
Website	California Teachers Association - https://simbli.eboardsolutions.com/SU/w58tUBBtGnaF0rMUPlwN0g==
Cross References	Description
2121	Superintendent's Contract - https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/fQAypGvWMEaBoqLbzsUZIQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIz40DSa1c7mTns8w==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/z zr8ox1WUuCyBNJ5ACqUVQ==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/N2C6YsKYwhCRcCeraFplusCng==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/TxPplushZopmplusFgl2Kv57ffhA==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/xRjr63FE2ownEjtnHYRAZA==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/LZhSWDMRaTpQuhXaDvyd7w==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxlRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/eewP9MaTI3ITpPD5D3GF4A==
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4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Pd4UbqkJGPTTnAAfxxKDvw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tslshXyXIjvP6B6ft5plusnng==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/0BkcCrcOcSUkdOhZoslshcG2A==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/HayBiDjLgktKoiCtftq6DA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/cmgqYplusDcdygXnt8R27gsNQ==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/slsh8oMjzcJGtcyVciXusC0bA==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/B7slshwn1CoslshNUHldrTXnf3yA==
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/tlDEw6WINi9spgzXcsQgiA==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/2lFPjn2lSp0plusrXYQ1lWEow==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/SWIm4axjvRYRUVdRtpBjtw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/wul5V6hXWcizpM6hydtxDg==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/zJdoLemo8XplusHHfSwbqeJVA==

Regulation 4161.5: Military Leave

Status: DRAFT

Original Adopted Date: Pending

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

Any Eden Area Regional Occupational Program (Eden Area ROP) employee who needs to be absent from the Eden Area ROP service to fulfill military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

The Eden Area ROP shall pay an employee's salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. The employee has been employed by the Eden Area ROP for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that the employee has been employed by the Eden Area ROP for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the Eden Area ROP, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

In determining the length of Eden Area ROP employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to Eden Area ROP employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

During the period of military leave, an employee may request to use any vacation or similar paid leave accrued before the commencement of the military leave in order to continue receiving compensation for the employee's employment with the Eden Area ROP. The Eden Area ROP shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue health plan coverage during the military leave. The maximum period of coverage for the employee and any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of the employee's military pay and the amount the employee would have received from the Eden Area ROP and all benefits that the employee would have received had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

Absence for military leave shall not affect the classification of any employee. In the case of a probationary employee, the period of such absence shall not count as part of service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which the employee would otherwise have been entitled, except under the conditions noted below in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which the employee could terminate or could cause to have terminated active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service plus a period of eight hours of rest following a period

for safe transportation to the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

Where an employee's reporting or application for reinstatement within the periods specified in Items #1 and #2 above is impossible or unreasonable through no fault of the employee, the report or application shall be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, the Eden Area ROP shall reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit the entitlement to reinstatement but shall be subject to the Eden Area ROP's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The Eden Area ROP's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the Eden Area ROP as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the Eden Area ROP exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the Eden Area ROP under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

This requirement may be met by posting the notice where the Eden Area ROP customarily places notices for employees. (38 USC 4334)

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 22850-22856
Ed. Code 44018
Ed. Code 44800
Ed. Code 45059
Gov. Code 18540
Gov. Code 18540.3
Gov. Code 20990-21013
M&V Code 146
M&V Code 389
M&V Code 394
M&V Code 395-395.9

Description

Pension benefits; STRS members on military leave
Compensation for employees on active military duty
Effect of active military service on status of employees
Employee ordered to active military/naval duty; computation of salary
Definition of armed forces
Recognized military service
Pension benefits; PERS members on military leave
Events justifying calling of militia into active service
Definitions; temporary military leave
Nondiscrimination based on military service
Military leave

Federal References

20 CFR 1002.1-1002.314
38 USC 4301-4334

Description

Uniformed Services Employment and Reemployment Rights Act of 1994
Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources References

Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Court Decision
Court Decision

U.S. Department of Labor Publication

Website

Website

Website

Website

Description

18 Ops.Cal.Atty.Gen. 178 (1951)
63 Ops.Cal.Atty.Gen. 924 (1978)
69 Ops.Cal.Atty.Gen. 290 (1986)
77 Ops.Cal.Atty.Gen. 56 (1994)
Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>
National Committee for Employer Support of the Guard and Reserve - <https://simbli.eboardsolutions.com/SU/YYN378LPYzj3jvdJKbsIshUUQ==>
U.S. Department of Labor, USERRA - <https://simbli.eboardsolutions.com/SU/PNGGXVyMj8Zx0NMplus6qWUVA==>
National School Boards Association - <https://simbli.eboardsolutions.com/SU/PGLybcP29yufJSot5FEGJg==>

Cross References

2121

4030

4030

4032

Description

Superintendent's Contract - <https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==>
Nondiscrimination In Employment - <https://simbli.eboardsolutions.com/SU/10ZbnsLBD4kFslsh0MNykuzaA==>
Nondiscrimination In Employment - <https://simbli.eboardsolutions.com/SU/huJBf9Mb5p0Jg2fOeadIA==>
Reasonable Accommodation - <https://simbli.eboardsolutions.com/SU/eK452M5kQnYGHd40xSsBPA==>

4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/fQAypGvWMEaBoqLbzsUZIQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIz40DSa1c7mTns8w==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zr8ox1WUuCyBNJ5ACqUVQ==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/1yAFPIEhUv1D8UmvXlwsUw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
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4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/eewP9MaTI3ITpPD5D3GF4A==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Pd4UbqkJGPTTnAAfxxKDvw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tslshXyXlJvP6B6ft5plusnng==
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4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/slsh8oMjzcJGtcyVciXusC0bA==
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4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/wul5V6hXWcizpM6hydtxDg==

Regulation 4261.5: Military Leave

Status: DRAFT

Original Adopted Date: Pending

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

Any Eden Area Regional Occupational Program (Eden Area ROP) employee who needs to be absent from the Eden Area ROP service to fulfill military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

The Eden Area ROP shall pay an employee's salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. **Active Military Training or Exercises:** The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. The employee has been employed by the Eden Area ROP for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. **Active Military Duty:** The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that the employee has been employed by the Eden Area ROP for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. **War or Other Emergency:** The employee, however long employed by the Eden Area ROP, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

In determining the length of Eden Area ROP employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to Eden Area ROP employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

During the period of military leave, an employee may request to use any vacation or similar paid leave accrued before the commencement of the military leave in order to continue receiving compensation for the employee's employment with the Eden Area ROP. The Eden Area ROP shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue health plan coverage during the military leave. The maximum period of coverage for the employee and any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of the employee's military pay and the amount the employee would have received from the Eden Area ROP and all benefits that the employee would have received had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

Absence for military leave shall not affect the classification of any employee. In the case of a probationary employee, the period of such absence shall not count as part of service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which the employee would otherwise have been entitled, except under the conditions noted below in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which the employee could terminate or could cause to have terminated active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service plus a period of eight hours of rest following a period

for safe transportation to the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

Where an employee's reporting or application for reinstatement within the periods specified in Items #1 and #2 above is impossible or unreasonable through no fault of the employee, the report or application shall be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, the Eden Area ROP shall reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit the entitlement to reinstatement but shall be subject to the Eden Area ROP's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The Eden Area ROP's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the Eden Area ROP as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the Eden Area ROP exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the Eden Area ROP under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

This requirement may be met by posting the notice where the Eden Area ROP customarily places notices for employees. (38 USC 4334)

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 22850-22856
Ed. Code 44018
Ed. Code 44800
Ed. Code 45059
Gov. Code 18540
Gov. Code 18540.3
Gov. Code 20990-21013
M&V Code 146
M&V Code 389
M&V Code 394
M&V Code 395-395.9

Description

Pension benefits; STRS members on military leave
Compensation for employees on active military duty
Effect of active military service on status of employees
Employee ordered to active military/naval duty; computation of salary
Definition of armed forces
Recognized military service
Pension benefits; PERS members on military leave
Events justifying calling of militia into active service
Definitions; temporary military leave
Nondiscrimination based on military service
Military leave

Federal References

20 CFR 1002.1-1002.314
38 USC 4301-4334

Description

Uniformed Services Employment and Reemployment Rights Act of 1994
Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources References

Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Court Decision
Court Decision

U.S. Department of Labor Publication

Website

Website

Website

Website

Description

18 Ops.Cal.Atty.Gen. 178 (1951)
63 Ops.Cal.Atty.Gen. 924 (1978)
69 Ops.Cal.Atty.Gen. 290 (1986)
77 Ops.Cal.Atty.Gen. 56 (1994)
Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>
National Committee for Employer Support of the Guard and Reserve - <https://simbli.eboardsolutions.com/SU/YYN378LPYzj3jvdJKbsIshUUQ==>
U.S. Department of Labor, USERRA - <https://simbli.eboardsolutions.com/SU/PNGGXVyMj8Zx0NMplus6qWUVA==>
National School Boards Association - <https://simbli.eboardsolutions.com/SU/PGLybcP29yufJSot5FEGJg==>

Cross References

2121

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Description

Superintendent's Contract - <https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==>
Nondiscrimination In Employment - <https://simbli.eboardsolutions.com/SU/10ZbnsLBD4kFslsh0MNykuzaA==>
Nondiscrimination In Employment - <https://simbli.eboardsolutions.com/SU/huJBf9Mb5p0Jg2fOeadIA==>
Reasonable Accommodation - <https://simbli.eboardsolutions.com/SU/eK452M5kQnYGHd40xSsBPA==>

4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/fQAypGvWMEaBoqLbzsUZIQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIz40DSa1c7mTns8w==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zr8ox1WUuCyBNJ5ACqUVQ==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/1yAFPIhUv1D8UmvXlwsUw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxlRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/eewP9MaTi3ITpPD5D3GF4A==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Pd4UbqkJGPTTnAAfxxKDvw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tslshXyXlJvP6B6ft5plusnng==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/0BkcCrcOcSUkdOhZoslshcG2A==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/slsh8oMjzcJGtcyVciXusC0bA==
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/tlDEw6WlNi9spgzXcsOgiA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/wul5V6hXWcizpM6hydtxDg==

Regulation 4361.5: Military Leave

Status: DRAFT

Original Adopted Date: Pending

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

Any Eden Area Regional Occupational Program (Eden Area ROP) employee who needs to be absent from the Eden Area ROP service to fulfill military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

The Eden Area ROP shall pay an employee's salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. **Active Military Training or Exercises:** The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. The employee has been employed by the Eden Area ROP for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. **Active Military Duty:** The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that the employee has been employed by the Eden Area ROP for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. **War or Other Emergency:** The employee, however long employed by the Eden Area ROP, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

In determining the length of Eden Area ROP employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to Eden Area ROP employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

During the period of military leave, an employee may request to use any vacation or similar paid leave accrued before the commencement of the military leave in order to continue receiving compensation for the employee's employment with the Eden Area ROP. The Eden Area ROP shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue health plan coverage during the military leave. The maximum period of coverage for the employee and any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of the employee's military pay and the amount the employee would have received from the Eden Area ROP and all benefits that the employee would have received had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

Absence for military leave shall not affect the classification of any employee. In the case of a probationary employee, the period of such absence shall not count as part of service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which the employee would otherwise have been entitled, except under the conditions noted below in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which the employee could terminate or could cause to have terminated active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service plus a period of eight hours of rest following a period

for safe transportation to the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

Where an employee's reporting or application for reinstatement within the periods specified in Items #1 and #2 above is impossible or unreasonable through no fault of the employee, the report or application shall be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, the Eden Area ROP shall reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit the entitlement to reinstatement but shall be subject to the Eden Area ROP's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The Eden Area ROP's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the Eden Area ROP as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the Eden Area ROP exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the Eden Area ROP under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

This requirement may be met by posting the notice where the Eden Area ROP customarily places notices for employees. (38 USC 4334)

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State References

Ed. Code 22850-22856
Ed. Code 44018
Ed. Code 44800
Ed. Code 45059
Gov. Code 18540
Gov. Code 18540.3
Gov. Code 20990-21013
M&V Code 146
M&V Code 389
M&V Code 394
M&V Code 395-395.9

Description

Pension benefits; STRS members on military leave
Compensation for employees on active military duty
Effect of active military service on status of employees
Employee ordered to active military/naval duty; computation of salary
Definition of armed forces
Recognized military service
Pension benefits; PERS members on military leave
Events justifying calling of militia into active service
Definitions; temporary military leave
Nondiscrimination based on military service
Military leave

Federal References

20 CFR 1002.1-1002.314
38 USC 4301-4334

Description

Uniformed Services Employment and Reemployment Rights Act of 1994
Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources References

Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Court Decision
Court Decision

U.S. Department of Labor Publication

Website

Website

Website

Website

Description

18 Ops.Cal.Atty.Gen. 178 (1951)
63 Ops.Cal.Atty.Gen. 924 (1978)
69 Ops.Cal.Atty.Gen. 290 (1986)
77 Ops.Cal.Atty.Gen. 56 (1994)
Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>
National Committee for Employer Support of the Guard and Reserve - <https://simbli.eboardsolutions.com/SU/YYN378LPYzj3jvdJKbsIshUUQ==>
U.S. Department of Labor, USERRA - <https://simbli.eboardsolutions.com/SU/PNGGXVyMj8Zx0NMplus6qWUVA==>
National School Boards Association - <https://simbli.eboardsolutions.com/SU/PGLybcP29yufJSot5FEGJg==>

Cross References

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Description

Superintendent's Contract - <https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==>
Nondiscrimination In Employment - <https://simbli.eboardsolutions.com/SU/10ZbnsLBD4kFslsh0MNykuzaA==>
Nondiscrimination In Employment - <https://simbli.eboardsolutions.com/SU/huJBf9Mb5p0Jg2fOeadIA==>
Reasonable Accommodation - <https://simbli.eboardsolutions.com/SU/eK452M5kQnYGHd40xSsBPA==>

4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/fQAypGvWMEaBoqLbzsUZIQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIz40DSa1c7mTns8w==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zr8ox1WUuCyBNJ5ACqUVQ==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/1yAFPIEhUv1D8UmvXlwsUw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxlRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/eewP9MaTI3ITpPD5D3GF4A==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Pd4UbqkJGPTTnAAfxxKDvw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tslshXyXlJvP6B6ft5plusnng==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/0BkcCrcOcSUkdOhZoslshcG2A==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/slsh8oMjzcJGtcyVciXusC0bA==
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/tlDEw6WlNi9spgzXcsOgiA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/wul5V6hXWcizpM6hydtxDg==

Policy 6200: Adult Education

Status: DRAFT

Original Adopted Date: 04/07/2022 | **Last Reviewed Date:** 04/07/2022

The Governing Board commits to providing enrollment options that meet the diverse needs and interests of Eden Area Regional Occupational Program (Eden Area ROP) students. The Governing Board recognizes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Recognizing that adult learners may have a need to learn new occupational skills or upgrade existing levels of skills, the Governing Board permits adult access to Eden Area ROP adult classes on the Hayward Center campuses during the school day as space permits. For purposes of these programs, "adult" includes a person age 18 or older or other persons not concurrently enrolled in a regular high school program. High school students shall have first priority for enrollment in district offered Eden Area ROP classes.

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 10501	Adult education; definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10560	Standards of administration
5 CCR 53412	Minimum qualifications for instructors of noncredit courses
5 CCR 80034	Teaching credentials; adult education
5 CCR 80034.5	Adult education; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs instructional and job training plan - https://simbli.eboardsolutions.com/SU/Th2G6fo4kyRGpd4slshqm4Wsg==
Ed. Code 41975-41976.1	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements; designated subjects adult education credential
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46300.1-46300.42	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults

Ed. Code 52610-52616.18	Adult schools; finances
Ed. Code 52620	Attendance at community college as special part-time student
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Program
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs; education and job training

Federal References

20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act - https://simbli.eboardsolutions.com/SU/9yof5kixbBlok9FzhxqqWg==
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act

Management Resources References

California Department of Education Publication	Adult Education Block Grant (AEBG) Measures of Effectiveness
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIsHxk6R5akQ==
Website	California Department of Education, Adult Education - https://simbli.eboardsolutions.com/SU/gAzTIB92QDIgV66uCVMMplusw==
Website	California Department of Industrial Relations, Division of Apprenticeship Standards - https://simbli.eboardsolutions.com/SU/bflwmngcl9A2X6bB1bsnz4g==
Website	California Council for Adult Education - https://simbli.eboardsolutions.com/SU/Espa0cpFsAr9xZVyslshqkZg==
Website	Comprehensive Adult Student Assessment Systems - https://simbli.eboardsolutions.com/SU/i4duplusM9plusOMt75IXpka2l3A==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNIqRUlsaq7efc7aH4Q==

Cross References

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/e50nGqNuG7jQfN4N7E4ONA==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RslshfknvrtqLS6l2O66djSqw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RfxtBf867bhYPL5Vh3voKg==
0500	Accountability - https://simbli.eboardsolutions.com/SU/pUslshJLor2Vu1eqoHS41AdTg==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/NCIIQ1x8xFCdtQRniKVFQQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/BA1WWI3efmslshPOPghyV4WnQ==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/W6rvYg4mauU6zHehPSApOQ==

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==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Ai5mkBQW9g0dF3kIAslshfVEQ==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/9fofY9jv351bgNoXjiVCJw==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/N2C6YsKYwhCRcCeraFplusCng==
4121	Temporary/Substitute Personnel - https://simbli.eboardsolutions.com/SU/TxPplushZopmplusFgl2Kv57ffhA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/uP83U93Ls7bxBnKbH0uyyg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/8CAcELrJtCybNFPvCiecyw==
6112	School Day - https://simbli.eboardsolutions.com/SU/Ert7PpkAhxpluscoaSxpfRxAA==
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==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/TGUvZ9YYeUcMZslsh2KNSSuRw==

Policy 7150: Site Selection And Development

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board believes that a school site should serve the Eden Area Regional Occupational Program's (Eden Area ROP) educational needs in accordance with the Eden Area ROP's master plan, as well as show potential for contributing to other community needs.

(cf. 7110 - Facilities Master Plan)

The Governing Board recognizes the importance of community input in the site selection process. To this end, the Governing Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9320 - Meetings and Notices)

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

(cf. 7140 - Architectural and Engineering Services)

(cf. 7210 - Facilities Financing)

Before acquiring property for a new school or an addition to an existing school site, the Governing Board, at a public hearing, shall either evaluate the property at a public hearing using state site selection standards; (Education Code 17211) specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251)

Environmental Impact Investigation for the Site Selection Process

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act, whenever so required, including any web site posting requirements. When evaluating Eden Area ROP projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Governing Board shall determine all of the following: (Education Code 17215.5)

1. That the Eden Area ROP has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Governing Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the Eden Area ROP shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

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

14 CCR 15000-15285

Description

Implementation of California Environmental Quality Act of 1970

5 CCR 14001-14036	California Department of Education: school facilities construction
CCP 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district - https://simbli.eboardsolutions.com/SU/JyroSyXQrb4GnslshgVQuNx5A==
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building - https://simbli.eboardsolutions.com/SU/plusTy35OslshxGAtnD3w6eRJsIsLshxw==
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998 - https://simbli.eboardsolutions.com/SU/fu4PsUtUA4qYYOY9breHg==
Ed. Code 17210-17224	School Sites; general provisions - https://simbli.eboardsolutions.com/SU/ur7JgL2vMeIWTCc3SCXTPA==
Ed. Code 17240-17245	New Schools Relief Act - https://simbli.eboardsolutions.com/SU/IEplus2NTUuiy0VslshfQbayySsQ==
Ed. Code 17250.10-17250.55	Design-build contracts - https://simbli.eboardsolutions.com/SU/KyAwX1K9LOug3Oc4uUy4Rw==
Ed. Code 17251-17256	CDE powers concerning buildings and building sites - https://simbli.eboardsolutions.com/SU/NwS3Om8nmJ04Yslsho0jqlt8A==
Ed. Code 17260-17268	Plans and specifications for school facilities - https://simbli.eboardsolutions.com/SU/K93eKC5SslshBGM5azLOpZgig==
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties; management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources References

Attorney General Opinion	82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Governor's Office of Planning and Research - https://simbli.eboardsolutions.com/SU/MvslshHMG1znUbWW5UoFHTJqQ==
Website	Department of Toxic Substances Control - https://simbli.eboardsolutions.com/SU/POmXdiUm5t3RqP4HNX5AFA==
Website	California Department of Education, School Site Selection and Approval Guide - https://simbli.eboardsolutions.com/SU/TToplusOF7QplusSl3WgZk3FBYig==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIsLshXk6R5akQ==
Website	Department of General Services, Office of Public School Construction - https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==
Website	California Department of Education, School Facilities - https://simbli.eboardsolutions.com/SU/ATZTQPd7NwSB3FBNCfslshYA==

Cross References

Description

1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/6eqaGlrNiZiWJNVmplusi2A==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/H2plusFDdQcslsh06TQUsCBPyRyw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/2ID6yollRgZV45k7tJtFzQ==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/Ukztn8obv2wvHYrt6YyrXQ==
1220-E PDF(1)	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/cgge0hBbpluslxfR9MT1h53QQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/zY8DG5z4nD9CDQrTO6xVUA==
7000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/4Cm6zx60US39hXkslshcwnV7Q==
7131	Relations With Local Agencies - https://simbli.eboardsolutions.com/SU/fplushFB7oyUV0nUTI3PqM27Q==
7140	Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/idislshvhsrgybBaT9HDGMrqw==
7140	Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/QAjqAvizHt4JDyplusdjlfDpQ==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/7ycRID3oKqdPgEslshplus6tolGQ==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/eplushCslshSHGeOfxjLy5RtT9plusEw==
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==

Regulation 7150: Site Selection And Development

Status: DRAFT

Original Adopted Date: 06/05/2020

As part of the Eden Area Regional Occupational Program's (Eden Area ROP) site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)

(cf. 7131 - Relations with Local Agencies)

2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)

3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

4. ~~As necessary,~~ Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)

5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.

6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law, including posting required notices to the district web site. (Public Resources Code 21000-21177)

7. ~~If~~ Notify the California Department of Education in writing before acquiring title or leasing the site if the proposed site is within two miles of the air line of an airport runway or proposed runway, ~~before acquiring title to or leasing the site, notify the California Department of Education in writing.~~ (Education Code 17215)

8. ~~If~~ Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor; ~~conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213~~ and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. ~~Annually submit a~~ Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)

3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the Eden Area ROP for disabled veteran business enterprises (Education Code 17076.11)

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

14 CCR 15000-15285	Implementation of California Environmental Quality Act of 1970
5 CCR 14001-14036	California Department of Education: school facilities construction
CCP 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district - https://simbli.eboardsolutions.com/SU/JyroSyXQrb4GnslshgVQuNx5A==
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building - https://simbli.eboardsolutions.com/SU/plusTy35OslshxGAtnD3w6eRJsishxw==
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998 - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17210-17224	School Sites; general provisions - https://simbli.eboardsolutions.com/SU/ur7JgL2vMeIWTCC3SCXTPA==
Ed. Code 17240-17245	New Schools Relief Act - https://simbli.eboardsolutions.com/SU/IEplus2NTUuiy0VslshfQbayySsQ==
Ed. Code 17250.10-17250.55	Design-build contracts - https://simbli.eboardsolutions.com/SU/KyAwX1K9LOug3Oc4uUy4Rw==
Ed. Code 17251-17256	CDE powers concerning buildings and building sites - https://simbli.eboardsolutions.com/SU/NwS3Om8nmJ04Yslsho0jqlt8A==
Ed. Code 17260-17268	Plans and specifications for school facilities - https://simbli.eboardsolutions.com/SU/K93eKC5SslshBGM5azLOpZgig==
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties; management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources References

Attorney General Opinion	82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Governor's Office of Planning and Research - https://simbli.eboardsolutions.com/SU/MvslshHMG1znUbWW5UoFHTJqQ==
Website	Department of Toxic Substances Control - https://simbli.eboardsolutions.com/SU/POmXdiUm5t3RqP4HNX5AFA==
Website	California Department of Education, School Site Selection and Approval Guide - https://simbli.eboardsolutions.com/SU/TToplusOF7QplusSl3WgZk3FBYig==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsishXk6R5akQ==

Website	Department of General Services, Office of Public School Construction - https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==
Website	California Department of Education, School Facilities - https://simbli.eboardsolutions.com/SU/ATZTQPd7NwSB3FBNcFeslshYA==

Cross References

Description

1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/6eqaGiraNiZiWJNVmplusi2A==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/H2plusFDdQcslsh06TQUsCBPyRyw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/2ID6yollRgZV45k7tJtFzQ==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/Ukztn8obv2wvHYrt6YyrXQ==
1220-E PDF(1)	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/cgge0hBbpluslxfR9MT1h53QQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/zY8DG5z4nD9CDQrTO6xVUA==
7000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/4Cm6zx60US39hXkslshcwnV7Q==
7131	Relations With Local Agencies - https://simbli.eboardsolutions.com/SU/fplushFB7oyUV0nUTl3PqM27Q==
7140	Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/idislshvhsrgybBaT9HDGMrqw==
7140	Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/QAjqAvizHt4JDyplusdjlfDpQ==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/7ycRID3oKqdPgEslshplus6tolGQ==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/eplushCslshSHGeOfxjLy5RtT9plusEw==
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==

Bylaw 9100: Organization

Status: DRAFT

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

Annual Organizational Meeting

The Governing Board shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)

At this meeting the Governing Board shall:

1. Elect a President and a Vice President from its members

2. Develop a schedule of regular meetings for the year

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 35143

Ed. Code 35145

Ed. Code 5017

Gov. Code 54953

Description

Annual organizational meetings; date and notice

Public meetings

Term of office

Meetings to be open and public; attendance

Management Resources References

Attorney General Opinion

Attorney General Opinion

Website

Description

59 Ops.Cal.Atty.Gen. 619 (1976)

68 Ops.Cal.Atty.Gen. 65 (1985)

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==>

Cross References

9000

Role Of The Board -
<https://simbli.eboardsolutions.com/SU/7ycRID3oKqdPgEslshplus6tolGQ==>

9005

Governance Standards -
<https://simbli.eboardsolutions.com/SU/Qlvu1QcS9zRiiXlitvWn8A==>

9121

President -
<https://simbli.eboardsolutions.com/SU/bpEDzOYTkrPeaHM7vt7pTw==>

9230

Orientation -
<https://simbli.eboardsolutions.com/SU/kxBJplusnQwsuLKfMFplusjR6JA==>

9320

Meetings And Notices -
<https://simbli.eboardsolutions.com/SU/eplusCslshSHGeOfxjLy5RtT9plusEw==>

9323

Meeting Conduct -
<https://simbli.eboardsolutions.com/SU/RnyuzplusIOeslshGGiBB7hDfSlg==>

ACTION ITEMS



DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve Bid 22-23-001 for Transportation Services to San Jose Charter, Inc. for the 2022-2023 School Year

BACKGROUND

Typically, the Eden Area ROP contracts for busing services to and from the center with our partner districts. Due to a shortage of bus drivers at the districts, the Eden Area ROP issued Bid 22-23-001 for transportation services for the 2022-2023 school year.

CURRENT SITUATION

On September 23, 2022 and September 30, 2022, Bid 22-23-001 for transportation services was advertised with the Daily Review and posted to our website in compliance with Public Contract Code 20112. Vendors were to deliver a bid to the Eden Area ROP on or before 2:00 PM PST on Friday, October 7, 2022. San Jose Charters, Inc. was the only vendor that submitted a bid for consideration. Upon review of the bid, based on the number of students from our partner high schools attending programs at the center, there are a total of six bus routes, reflecting a total cost of \$808,500.00.

RECOMMENDATION

It is recommended that the Governing Board approve Bid 22-23-001 for transportation services to San Jose Charter, Inc. for the 2022-2023 school year

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

**BID AND CONTRACT DOCUMENTS
FOR TRANSPORTATION SERVICES**

BID# 22-23-001

BID DUE DATE: 10/07/22 at 2:00 P.M. PST

EDEN AREA REGIONAL OCCUPATION PROGRAM

26316 Hesperian Blvd.
Hayward, CA 94545

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SECTION A NOTICE CALLING FOR BIDS

LOCAL EDUCATION AGENCY	Eden Area Regional Occupation Program
PROJECT DESCRIPTION	Home School to and from ROP Center Transportation Services from November 23, 2022 through June 1, 2023 (111 days)
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	Three (3) copies of the proposal must be submitted no later than 2:00 pm PST October 7, 2022
LOCATION FOR SUBMISSION OF BID PROPOSALS	EDEN AREA REGIONAL OCCUPATION PROGRAM 626316 HESPERIAN BLVD. HAYWARD CA 94545
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	Bid packets are available online through the Eden Area Regional Occupation Program website: www.edenrop.org

NOTICE IS HEREBY GIVEN that the Eden Area Regional Occupation Program ("EAROP") will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Student Bus Transportation Services.

1. Submittal of Bid Proposals. All Proposals must be submitted on forms furnished by EAROP prior to the last time for submission of Bid Proposals and EAROPs public opening and reading of Bid Proposals.
2. Essential Requirements. See Statement of Qualifications Essential Requirements
3. Bid and Contract Documents. The Bid and Contract Documents are available at the location stated above or may be downloaded from EAROP's website: www.edenrop.org. Any and all Addenda issued shall be posted on EAROP's website no later than three (3) days prior to date scheduled for the bid opening. It is the Bidder's sole responsibility to download any and all Addenda prior to the bid opening and to acknowledge its receipt and review of the Addenda in its Bid Proposal. Bidder's failure to acknowledge receipt and review of the Addenda in its Bid Proposal shall render the Bid Proposal non-responsive.
4. Documents Accompanying Bid Proposal. Each Bid Proposal shall be submitted with the following documents. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for EAROP to reject such Bidder's Bid Proposal for non-responsiveness.

Non-collusion Declaration	Statement of Qualifications
Certificate of Workers Compensation	Certificates of Insurance evidencing all insurance requirements
Drug-Free Certification	Copies of Current CPUC TCP Permits and Certificates
Current Copy of CHP Safety Compliance Report for each Bus Quoted	Mandatory Per Diem Expenses for Drivers – Must have a Not-to-Exceed Amount
List of All Qualified Drivers with Evidence of Compliance with required licenses and endorsements.	Current Copy of CPUC/CHP Annual Report of Drug and Alcohol Testing

5. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than SEVEN (7) calendar days prior to the scheduled closing date for the receipt of Bid Proposals. EAROP will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to: Linda Granger, Chief Operating Officer, lgranger@edenrop.org.
6. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
7. Waiver of Irregularities. EAROP reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
8. Award of Contract. Contract(s), if awarded, will be by action of EAROP's Governing Board to the responsible Bidder(s) who can provide proper and satisfactory services. The award of the contract shall be to the most-qualified responsible, responsive bidder who can provide proper and satisfactory services which reflect the best value to EAROP in accordance with Education Code section 39802. In accordance with Education Code section 39802, this award may be awarded to other than the lowest bidder.

Advertisement publication dates: _____ September 23 and September 30, 2022 _____

[END OF SECTION]

SECTION B INSTRUCTIONS FOR BIDDERS

1. The Eden Area Regional Occupation Program ("EAROP") extends, supports, and enhances the current career and technical training programs of its four member districts.
2. Scope of Work. Bidder awarded the Contract for Bus Transportation will provide bus transportation services, to and from the Eden Area ROP Center and member districts high school campuses as outlined in Exhibit 1. Potential Bidders will need to demonstrate that their bus drivers are trained to work with students pursuant to applicable law. Potential Bidders must use properly maintained busses and properly licensed drivers at all times in compliance with applicable law. Charter bus vendors must also be registered with the CPUC and have an 'Active' status.
3. **Contractors' buses shall be equipped with and maintain operating video systems at all times.**

The CPUC SCHOOL PUPIL TRANSPORTATION DECLARATION FORM advises:

Transporting pupils at or below the 12th grade level may require that your vehicle(s) and your driver(s) meet special licensing and certification requirements. The definitions for school and school-related activity are broad and could put your company in violation of the laws if transportation is conducted without the proper certifications. Prior to conducting any school pupil transportation, review the applicable laws and ensure that your vehicles and drivers have the necessary certifications and endorsements. If you have questions regarding the transportation requirements, please contact the California Highway Patrol who can assist you to understand the requirements of the laws.

State legislation passed in 2009 added Section 5387(c) to the Public Utilities Code effective January 1, 2010. Section 5387(c) provides that the Commission shall permanently revoke the charter-party carrier certificate or permit of a carrier which commits any of six violations named in paragraph (1) of the section. One of the violations is:

(E) Knowingly employs a bus driver who does not have a current and valid driver's license of the proper class, a passenger vehicle endorsement, or the required certificate to drive a bus.

California Vehicle Code Section 545 defines a "school bus" as a "motor vehicle designed, used or maintained for the transportation of any school pupil at or below the 12th grade level to or from a public or private school or to or from public or private school activities, unless it meets one of the exceptions stated in the section."

Failure to obey California laws governing transporting school pupils may subject my charter-party operating authority to permanent revocation under Public Utilities Code Section 5387(c)(1)(E).

4. Preparation and Submittal of Bid Proposal.
 - 4.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.
 - 4.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to EAROP at the place designated in the Call for Bids.

- 4.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a EAROP representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. Whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by EAROP after it has commenced the public opening and reading of Bid Proposals. Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
5. Documents Accompanying Bid Proposal; Signatures. Documents which must be submitted with each Bid Proposal are identified in the Call for Bids. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, may result in the Bid Proposal being deemed non-responsive.
6. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.
- 6.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Bid Proposal being deemed non-responsive and rejected.
- 6.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by EAROP to be non-responsive. If any Bid Proposal or portions thereof, is determined by EAROP to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, EAROP may reject such a Bid Proposal as being non-responsive.
- 6.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to EAROP except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a request for withdrawal or modification in writing to EAROP; and (ii) the written withdrawal or modification request is actually received by EAROP prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.
7. Pre-Bid Questions; Contract Document Interpretation and Modifications.
- 7.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for a clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract Documents. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, EAROP. A copy of any such addendum will be available on EAROP's website www.edenrop.org; mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
- 7.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.
8. Bidders Interested in More Than One Bid Proposal; Non-collusion declaration. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to EAROP. The form of Non-collusion

declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-collusion declaration with its Bid Proposal will render the Bid Proposal non-responsive.

9. Determination of Lowest Responsive Bid/Award of Contract.

- 9.1. Waiver of Irregularities or Informalities. EAROP reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- 9.2. Award to Best Value Responsible Bidder. The award of the Contract, if awarded, will be made by EAROP through action of its Board of Education, to the responsible Bidder(s) who can provide proper and satisfactory services which reflect the best value to EAROP. Pursuant to Education Code § 39802, the governing board may let the contract for the service to other than the lowest bidder.
- 9.3. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by EAROP, is subject to rejection for non-responsiveness.
- 9.4. Hearing re Rejected Bid. If a Bidder's bid is rejected by EAROP, that Bidder may request a hearing on that rejection: (i) if EAROP issues a notice of intent to award a contract to a Bidder whose bid is higher in price than the bid that was rejected; and (ii) the Bidder strictly complies with the following provisions relating to time limitations for requesting a hearing. To be considered by EAROP, such a request for a hearing must be in writing and submitted to and actually received by EAROP by the earlier of: (i) 5:00 PM one (1) business day after EAROP's notice to the Bidder of EAROP's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of EAROP's notice of intent to award a contract. If a Bidder does not request a hearing in strict conformity with the foregoing, such Bidder shall be deemed to have knowingly and voluntarily waived rights to a hearing. If EAROP grants a hearing and shall notify the Bidder of the date and time of such hearing.

10. Responsible Bidder.

- 10.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to perform the work within 72 hours of notification; and (iii) Bidder's ability to provide buses that comply with EAROP's requirements.
- 10.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.
- 10.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.
- 10.4. Bidder Prior Performance. The Bidder's prior performance on prior public contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) timely performance; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (v) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.
- 10.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

11. Department of Justice. No person shall be permitted to perform any services until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the services has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to EAROP specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.
12. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the work of the Contract. The successful Bidder shall execute and deliver to EAROP the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to EAROP.
13. Non-Discriminatory Employment Practices. It is the policy of EAROP that there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with EAROP's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
14. Sexual Harassment. It is the policy of EAROP to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with EAROP's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, *et seq.* In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
15. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If EAROP determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, EAROP may reject the Bid Proposal submitted by such Bidder as being non-responsive. If any response to the "Essential Requirements" section of the Statement of Qualifications is a "not qualified" response, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
16. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of EAROP upon submittal to EAROP. At such time as EAROP issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. EAROP is not liable or responsible for the

disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of EAROP or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to EAROP in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If EAROP is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless EAROP in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; EAROP's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

17. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

[End of Section]

**SECTION C
BID PROPOSAL****BID # 22-23-001**

The undersigned proposes to provide student transportation services to the Eden Area Regional Occupational Program in accordance with the scope and terms and conditions of this invitation to bid. The undersigned declares that all information in the Invitation to Bid has been carefully reviewed and examined, and that the bidder shall comply with all District rules, regulations and policies.

Prices bid below are to be per mile and are to include all costs for all operating and routine maintenance for the miles driven on busses operated to provide required transportation and shall include all applicable sales and use taxes, permits, and licenses.

The number of busses, routes, total miles, and routing times used below are approximately the expected figures at the start of the contract for Home-To-School transportation. Bidders are to use these figures in calculating their bids, as these will be firm prices paid for mile driven throughout the term of the Contract.

A. BUS & ROUTE INFORMATION**EAROP SUPPLIED DATA (ESTIMATED)****DAILY ROUTES:**

TOTAL NUMBER OF NEEDED BUSES: 6

TOTAL NUMBER OF ROUTES 6 (routes/day Monday-Friday)

Route 1: Castro Valley HS & Redwood HS to and from EAROP (pm only)

Route 2: San Leandro HS & Lincoln HS to and from EAROP (am and pm)

Route 3: Arroyo HS and Royal Sunset HS to and from EAROP (am and pm)

Route 4: San Lorenzo HS to and from EAROP (am and pm)

Route 5: Brenkwitz HS and Mt. Eden HS to and from EAROP (am and pm)

Route 6: Hayward HS and Tennyson HS to and from EAROP (am and pm)

TOTAL NUMBER OF DAYS 110

TOTAL MILES (ALL ROUTES) 18,000 (Estimated miles for the contract period)

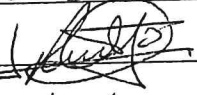
SEATING CAPACITY: Up to 56 students

B. CONTRACTOR TOTAL PER MILE & ANNUAL COST.Price per mile \$6.50 (six dollars and fifty cents)Total annual cost \$808,500.00 (price per mile x total miles)
eight hundred eight thousand five hundred

The undersigned has carefully checked all of the above figures and understands that EAROP shall not be responsible for any errors or omissions on the part of the undersigned in the preparation of this bid.

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual
Proposer:

Name: San Jose charters incSigned by: Date: 10/5/2022Business Address: 2920 Daylight waySAN JOSE CA 95111Telephone: 408 300 9883

(SEE NEXT PAGE FOR ADDITIONAL OPTIONS)

Partnership:

Name: _____

Signed by: _____

Date: _____

Business Address: _____

Telephone: _____

Corporation:Name: San Jose Charters, IncSigned by: [Signature] Rigoberto GonzalezDate: 10/5/2022Business Address: 2920 Daylight waySan Jose CA 95111Telephone: 408 360 9883(Seal & Attest) → see attached
pageJoint Venture:

Name: _____

Signed by: _____

Date: _____

Business Address: _____

(i)

Telephone: _____

A Corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and Bond is duly authorized to do so.

Other Parties to Joint Venture:

If an Individual: _____

(Signed)

Doing Business as: _____

If a Partnership: _____

Signed by: _____

(Partner)

If a Corporation: San Jose Charter Inc.(a San Jose Charter Corporation)By: Rigoberto GonzalezTitle: CEODate: 10/5/2022

(Seal and Attest)

→ see
attached
page

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SANTA CLARA)

On October 5, 2022 before me, SON NHUT TRUONG, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared RIGOBERTO GONZALEZ

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Eden Area Regional
occupational program page 12 & 13
containing 2 pages, and dated 10/5/2022.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

ADDITIONAL INFORMATION/DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID PROPOSAL

STATEMENT OF QUALIFICATIONS

NON-COLLUSION DECLARATION

CERTIFICATE REGARDING WORKERS' COMPENSATION INSURANCE

DRUG-FREE WORKPLACE CERTIFICATION

FINGERPRINT CERTIFICATION

COPY OF CPUC TCP PERMITS AND CERTIFICATIONS

CURRENT COPY OF CHP SAFETY COMPLIANCE REPORT FOR EACH BUS QUOTED.

In lieu of producing the current copies of the CHP Safety Compliance Reports for each bus quoted, identify the bus license plate number, last 4 of the vehicle identification number, date of the current CHP safety Compliance Report and whether the current CHP Safety Compliance Report assigned a "satisfactory" or "unsatisfactory" rating.

CURRENT COPY OF CPUC/ CHP ANNUAL REPORT OF DRUG AND ALCOHOL TESTING

CERTIFICATES EVIDENCING INSURANCE REQUIREMENTS

MANDATORY PER DIEM EXPENSES FOR DRIVERS – MUST HAVE NOT-TO-EXCEED AMOUNTS

LIST OF ALL QUALIFIED DRIVERS WITH EVIDENCE OF COMPLIANCE WITH ALL REQUIRED LICENSES AND REQUIRED ENDORSEMENTS. EAROP SHALL HAVE THE RIGHT TO INSPECT/AUDIT AS-NEEDED.

SECTION D

STATEMENT OF QUALIFICATIONS

1. Bidder Information.1.1. Contact Information

Name	San Jose Charters Inc
Mailing Address	2920 Daylight Way Street Address San Jose CA 95111 City, State, Zip Code
Physical Location (if different from mailing address)	2920 Daylight Way Street Address San Jose CA 95111 City, State, Zip Code
Telephone/Fax	(408) 360 9883 Telephone (408) 360 0790 Fax

1.2. Bidder Contacts.

Name	Sara Magaña
Contact Information	Telephone: (408) 360 9883 Fax: (408) 360 0790 Email: Sara@sanjosecharters.com

1.3. Bidder Form of Entity.

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Joint Venture
☐ Sole Proprietorship

2. Revenue. Complete the following for the Bidder's transportation operations; if any portion of the revenue disclosed is generated by non-transportation activities, the Bidder must identify the portion of revenue attributed to transportation operations and generally describe business activities of the Bidder that generates non-transportation operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue
2022	4,580,394	917,650
2021	1,108,462	222,857
2020	1,708,856	1,582,368

Workers Compensation Insurance	Insurer: <u>Republic Indemnity</u> Policy No. <u>10426619</u> Broker <u>TIB</u>
Workers Compensation Insurance Broker	(Contact Name) <u>Orghen Atanesyan</u> <u>425 W Broadway #300</u> (Street Address) <u>Glendale CA 91204</u> (City, State & Zip Code) <u>(818) 246-2800 (818) 246-4690</u> Telephone Fax <u>Oatanesyan@tibinsurance.com</u> (Email address)

5. Type of Carrier Check appropriate box
☒ Charter-Party Carrier of Passengers (TCP)
6. Charter Party Carrier Authority held by Bidder: [Check appropriate box(es)]
☒ Class "A" (with school bus and passenger transportation endorsement and School Bus Driver Certificate in compliance with California law)
 - Chartered service
 - May operate vehicles of any seating capacity
 - May operate from any point to any point within California
 - May also conduct round-trip sightseeing (like an "S" permit) and may charge individual fares in doing so. See section below on "Round-trip Sightseeing".
 - Except for round-trip sightseeing, charges must be based on vehicle mileage, time of use, or combination.☒ Class "B" (with school bus and passenger transportation endorsement and School Bus Driver Certificate in compliance with California law)
 - Chartered service
 - May operate vehicles of any seating capacity
 - May not pick up passengers more than 125 air miles from the carrier's home terminal. This mileage restriction applies only to vehicles seating 10 or fewer, including the driver.
 - Charges based on vehicle mileage, time of use, or combination.
7. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
- 7.1. Bidder possesses a valid Charter-Party Carrier license/certificate issued by the California Public Utilities Commission.
- ☒ Yes ☐ No (Not Qualified)
- 7.2. Bidder has no less than five (5) years in service as a Charter-Party Carrier licensed by the California

Public Utilities Commission?

☒ Yes ☐ No (Not Qualified)

7.3. Bidder has attached copies of its current Charter-Party permits and certificates.

☒ Yes ☐ No (Not Qualified)

7.4. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$10,000,000 per occurrence.

☐ Yes ☐ No (Not Qualified)

7.5. Bidder has attached Certificates of Insurance verifying its compliance with all requisite insurance requirements.

☒ Yes ☐ No (Not Qualified)

7.6. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

☒ Yes ☐ No (Not Qualified)

7.7. Bidder hires and utilizes only drivers who are licensed (and certified, if appropriate) for the type of vehicles they will be driving and checks the drivers' records with DMV for all drivers prior to their hiring.

☒ Yes ☐ No (Not Qualified)

7.8. Bidder, if awarded contract, can provide services within seventy-two (72) hours or notification.

☒ Yes ☐ No (Not Qualified)

7.9. Bidder's buses are equipped with operating video systems at all times.

☒ Yes ☐ No (Not Qualified)

7.10. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

☐ Yes (Not Qualified) ☒ No

7.11. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

☐ Yes (Not Qualified) ☒ No

7.12. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

☐ Yes (Not Qualified) ☒ No

7.13. Is the Bidder currently in Bankruptcy or has the Bidder filed Bankruptcy within the last three (3) years?

☐ Yes (Not Qualified) ☒ No

8. Questionnaire. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought by a client/customer against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any Bidder's performance pursuant to the contract for transportation services?

☐ Yes ☒ No

If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against a client/customer within the past ten (10) years which arise out of or are related to the Bidder's performance pursuant to the contract for transportation services?

☐ Yes ☒ No

If "yes," on a separate attachment, include the following details: (i) name of client/customer; (ii) contact name, address, phone and email address of contact person for client/customer; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.3. Provide the following information for three (3) other school districts, community college districts or educational facilities that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement:

Client Name	
Client Contact Information	(see attached page)
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

SECTION D
Statement of Qualifications

Page 19

8.3

#1-Client Name: Salinas Unified School District

Client Contact Information: Gregg Allan 831-796-7085

Dates of Agreement: 3/2012 to current

Approximate Value of Contract: \$206,000.00 per year

#2-Client Name: Gilroy Unified School District

Client Contact Information: Jeannie Leininger 669-205-7903

Dates of Agreement: 5/2014 to current

Approximate Value of Contract: \$191,000.00 per year

#3-Client Name: Mountain View High School

Client Contact Information: Brenda Corona 650-940-4600 ext1015

Dates of Agreement: 1/2014 to current

Approximate Value of Contract: \$200,000.00 per year

- 8.4. Provide the following information for three (3) clients/customers that the Bidder has provided transportation services for within the past five (5) years similar in size, scope, function as the proposed Agreement if the Bidder has not provided transportation services to other school districts, community college districts or educational facilities:

Client Name	
Client Contact Information	
Dates of Agreement	
Approximate Value of Contract	
Scope of Services	

- 8.5. At any time during the past five (5) years, has any commercial general liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

___ Yes ☒ No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. In the last five years has any commercial general liability insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

___ Yes ☒ No

If "yes," on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier's refusal to renew the insurance policy.

- 8.7. In the last five years has any Passenger Transportation/Bus Liability Insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

___ Yes ☒ No

If "yes," on a separate attachment set forth: (i) the name and contract information for the insurance carrier; (ii) the date the policy was terminated or expired without renewal; (iv) the grounds for the carrier's refusal to renew the insurance policy.

- 8.8. At any time during the past five (5) years, has any passenger transportation/bus liability insurance company made any payments on behalf the Bidder to satisfy any claims made against Bidder, in connection with a transportation contract, either public or private?

☐ Yes ☒ No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and contact information for the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.9. At any time during the past five (5) years, has any client/customer made any complaints or claims against Bidder's drivers in connection with a transportation contract, either public or private?

☐ Yes ☒ No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.10. During the past five (5) years the Bidder has been declared in default and terminated for cause under any contract to which the Bidder was a party.

☐ Yes ☒ No

If "yes," on a separate attachment set forth: (i) the name and contact information for the party terminating Bidder's contract; (ii) the date of the termination; (iii) the grounds for the termination; (iv) whether any claim was presented in opposition to the termination; (v) the date of resolution of such claim was brought ant resolved; (vi) the method by which such was resolved if resolved; and (vii) the nature of the resolution.

- 8.11. Within the past five (5) years, has there been more than one occasion in which the Bidder was forced to cease operations due to its failure to timely renew its CPUC license/certificate?

☐ Yes ☒ No

If "yes," on a separate attachment identify the dates of such cessation of operation commenced and terminated. Bidder may provide additional explanations, if it so desires..

- 8.12. Within the past five (5) years, has there been more than one occasion in which the Bidder was cited or penalized for failing to comply with the State and/or Federal statutes or regulations governing Bidder's buses?

☐ Yes ☒ No

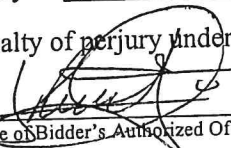
If "yes," on a separate attachment: (i) identify by name and address the federal agency issuing the citation or penalty; (ii) describe each instance of violation; (ii) identify the dollar amount of the penalty assessed, if any; (iv) describe all corrective action taken by Bidder to remedy citation or penalty.

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if EAROP determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by EAROP for non-responsiveness.

Executed this 5 day of October 2022 at San Jose, CA
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

By:


(Signature of Bidder's Authorized Officer or Representative)

Rigoberto Gonzalez
(Typed or Printed Name)

Title:

CEO

SECTION E

NON-COLLUSION DECLARATION

The undersigned declares:

I am

Rigoberto Gonzalez

(Insert Name)

President

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of

San Jose Charters, Inc

(Insert Name of Bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 5 day of October, 2022 at San Jose, Santa Clara, CA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Signature]
Signature

Rigoberto Gonzalez
Name Printed or Typed

(408) 360 9883
(Area Code and Telephone Number)

2920 Daylight Way
(Address)

San Jose, Santa Clara, CA
(City, County and State)

SECTION F

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Rigoberto Gonzalez the CEO of
(Name) (Title)
San Jose Charters, Inc, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

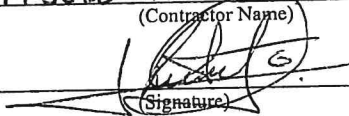
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

San Jose Charters, Inc
(Contractor Name)

By:


(Signature)

Rigoberto Gonzalez
(Typed or printed name)

SECTION G DRUG-FREE WORKPLACE CERTIFICATION

I, Rigoberto Gonzalez, am the CEO of
(Print Name) (Title)
San Jose Charter INC
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by; *inter alia*, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if EAROP determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government

Code §§8350, *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at San Jose CA this 5 day of

(City and State)

October, 2022.

(Signature)

Rigoberto Gonzalez

(Printed or Typed Name)

SECTION H
FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)

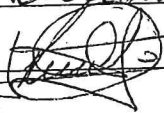
Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as CEO [insert "owner" or officer title] of San Jose Charters Inc [insert name of business entity], have read the foregoing and agree that San Jose Charters Inc [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 10/5/2022

Name: Rigoberto Gonzalez

Signature: 

Title: CEO

ATTACHMENT A**Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section

186.22 of the Penal Code.

- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

6. (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

1. Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Section 0.02

Entity Name: San Jose Charters Inc(a) Date of Entity's Contract with District: 11/23/2022Scope of Entity's Contract with District: Home school to and from ROP center transportation services

(b) I, Rigoberto Gonzalez [insert name], am the CEO [insert "owner" or officer title] for San Jose Charters Inc [insert name of business entity] ("Entity"), which entered a contract on 11/23/2022, 2022, with the District for Eden Area ROP

(c) I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Section 0.03

Date: 10/5, 2022Signature: [Signature]Typed Name: Rigoberto GonzalezTitle: CEO

(i)

Entity: San Jose Charters, Inc

SECTION I AGREEMENT

THIS AGREEMENT is entered into _____ by and between the Eden Area Regional Occupation Program ("EAROP") and San Jose Charter Inc ("Contractor").

WITNESSETH, that EAROP and the Contractor in consideration of the mutual covenants contained herein agree as follows:

WHEREAS, _____ EAROP requested bid proposals in accordance with Public Contract Code § 20111(a)(2) and Education Code § 39802, *et seq.*, for qualified charter bus companies to provide transportation services and qualified drivers to meet EAROP's school transportation needs for school bus pupil routes (home to school/school to home) and school-related activities. By executing this Agreement, the Parties acknowledge that Contractor submitted a responsive bid proposal, was found to be a qualified charter bus company provider, and based on EAROP's evaluation of all proposals Contractor provided the lowest possible figure consistent with proper and satisfactory service, and may be issued individual purchase orders ("Purchase Order") on an as-needed basis to fulfill EAROP's school bus and student pupil activity bus requirements.

1. Contract Time. The Contractor shall achieve Substantial Completion the Work within the Contract Time which is _____ (_____) calendar days after the date established in the Notice to Proceed issued by or on behalf of EAROP for commencement of the Work.

2. Contract Price. The Contract Price shall be set forth in the Purchase Order, together with relevant General Information regarding the chartered trip or activity and shall be based upon Contractor's stated rates in its bid proposal, or other reduced negotiated rate, if any. Payments shall be made monthly, promptly after the end of each month during the term thereof subject to the Purchase Order.

3. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

A	Notice Calling for Bids	F	Certificate of Workers Compensation
B	Instructions for Bidders	G	Drug-Free Workplace Certification
C	Bid Proposal	H	Fingerprint Certification
D	Statement of Qualifications	I	Agreement/Terms and Conditions
E	Non-collusion declaration		


4. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by EAROP and the Contractor as of the date set forth above.

"EAROP"
EDEN AREA REGIONAL OCCUPATION
PROGRAM

By _____
Title _____

"CONTRACTOR"
San Jose chapters inc

By: 
Title: CEO

TERMS AND CONDITIONS

1. **Scope of Work.** Contractor shall provide bus transportation services, as needed and requested, for: school bus routes to pupils as a part of meeting EAROP school transportation needs. Contractor shall only use employees that are trained to work with EAROP students pursuant to applicable law in connection with this contract. Contractors shall be able to provide bus services within twenty-four (24) hours of notification. Potential Bidders must use properly maintained busses and properly licensed drivers at all times in compliance with applicable law. Contractors' buses shall be equipped with and maintain operating video systems at all times.
2. **General Trip Information**
Contractor shall provide daily transportation to and from students home high school and the Eden Area ROP center twice a day with the exception of route 1, which only occurs in the afternoon. Transportation is needed on the instructional days listed on the student calendar commencing November 28, 2022. Specifics regarding school days and pick up and drop off times are listed in Exhibit 1.
3. **Regulations Governing Drivers.** In accordance with Education Code § 39830, the driver of a school pupil activity bus, including passenger charter-party carriers, shall be subject to the regulations adopted by the Department of the California Highway Patrol governing school bus drivers, except that the regulations shall not require drivers to duplicate training or schooling that they have otherwise received that is equivalent to that required pursuant to the regulations, and the regulations may not require drivers to take training in first aid.

Contractor shall secure and maintain in effect any licenses and/or permits required by law or regulation for furnishing service under this contract. Contractor shall observe all provisions of the California Vehicle Code, the California Education Code, and the California Code of Regulations. Contractor shall comply with all directives and regulations of the State Board of Education, The California Highway Patrol, District, the United States Department of Transportation, and any other governmental agency relating to the transportation of pupils.

4. **Bus Registration and Inspection.** The motor coach driver must provide, at the time of the trip, the following information on each vehicle that is to be used on the trip ensure that the vehicle is properly registered and is in good mechanical condition:
 - A. **Vehicle's Registration Card** to ensure that the vehicle is authorized to operate in the states that the trip will pass through. Make sure that the bus's license plate and vehicle identification numbers match the registration card. If one trip permits are required under California law for buses not registered in California, the permit must be shown at the time of the trip.
 - B. **Copy of the Vehicle's USDOT Annual Inspection Document**, either a sticker displayed on vehicle or on paper maintained in vehicle.
 - C. **Visual Inspections.** A visual and operating inspection of the assigned bus shall be performed by Contractor prior to each and every trip on which pupils are to be transported. The inspections shall be in compliance with all the provisions of the law and specifications of the Federal Commercial Motor Vehicle Safety Act of 1986.
5. **Federal Motor Carrier Safety Regulations (FMCSR) Compliance Checklist.** Contractor shall submit a checklist that indicates compliance with the FMCSRs:
 - Part 382, Controlled Substances and Alcohol Use and Testing
 - Part 383, Commercial Driver's License Standards; Requirements and Penalties
 - Part 387, Minimum Levels of Financial Responsibility for Motor Carriers
 - Part 390, Federal Motor Carrier Safety Regulations; General
 - Part 391, Qualifications of Drivers
 - Part 392, Driving of Commercial Motor Vehicles

Part 393, Parts and Accessories Necessary for Safe Operation
 Part 395, Hours of Service of Drivers
 Part 396, Inspection, Repair, and Maintenance
 Part 397, Transportation of Hazardous Materials; Driving and Parking Rules

6. **Driver's Documentation.** All drivers shall have the following documents in their possession at the time of service:
- A. **Valid commercial driver's license with a** ^{passenger} ~~and~~ ^{and} **"air brakes" (SPAB cert.)** **endorsement.**
 - B. **Driver's record of duty status (log book).** Make sure that such a log book or electronic on-board recorder is on board and that the driver's duty status for the trip to the school loading area has been recorded. The log book or electronic on-board recorder should also show the previous seven days' record of duty status for each driver involved in the contracted trip.
- EAROP reserves the right, at any time, to approve or reject any driver. The decision of the Operations Coordinator regarding qualifications, acceptance or rejection of any driver under this contract shall be final and conclusive.
7. **Communications with Dispatch.** All buses shall be equipped with operable cellular telephones or two-way radios capable of communication with the Contractor's dispatch office from anywhere within the Five Counties. The Contractor shall ensure access to dispatch staff at all times when buses are in operation. For the purpose of contacting Contractor's personnel in off time situations, the vendor shall provide EAROP with emergency telephone numbers of officers or other agents who are authorized to make operational decisions. All drivers employed by the Contractor for services under this contract are required to report to either the Contractor's dispatcher(s) or a designated Operations Coordinator all scheduling discrepancies, student problems, and any other problems they encounter on their assigned trips.
8. **No Modification of Trips.** All drivers under this contract are required to drive trips exactly as scheduled by EAROP. Drivers may not alter or modify trips without prior written approval of EAROP (may be authorized by the field trip sponsor at the site). The Contractor shall notify the Operations Coordinator, in advance, of all buses which will be delayed from their normal schedule for any reason. Management, dispatch reporting, radio system, and driver control problems of the vendor which may impede internal communications shall in no way relieve the Contractor of their obligation to provide sufficient information and advance notification to EAROP.
9. **Employee Fingerprinting; Contractor's Compliance With Education Code §§ 45125.1 and 45125.2**
- 9.1 **Department of Justice.** No employee or independent contractor to the Contractor, nor any employee or independent contractor to any Contractor, shall be permitted to provide pupil transportation until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification (Attachment B) to EAROP specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.
 - 9.2 **District Required Identification.** In addition to compliance with the foregoing, if EAROP requires the issuance of identification badges or other means of identification, no person will

be permitted to provide transportation services to EAROP until EAROP has issued such person an identification badge or other means of identification. Notwithstanding compliance with the foregoing requirements, if EAROP requires that identification badges be issued and worn at all times while providing or performing transportation services; such person will not be permitted to transport District pupils until EAROP has issued such person an identification badge and/or such person wears her/her identification badge issued by EAROP. The removal of any personnel under the foregoing provisions shall not result in adjustment of the Contract Price or the Contract Time.

10. **Random Drug Testing.** The vendor shall have an established program of random drug testing for all drivers in accordance with the U.S. Department of Transportation Regulation.
11. **Non-Discrimination.** The Contractor shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
12. **Sexual Harassment.** It is the policy of EAROP to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with EAROP's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
13. **Accidents/Reporting.** Whenever any school bus accident occurs, the driver shall stop at the scene, immediately notify or cause to be notified the department, his or her employer, and the school district for which the bus may be operated under contract. (13 CCR § 1219) EAROP's Transportation Services office number is []. EAROP's Transportation Services after-hours phone number is [408 640 6000]. The report shall be followed by a written investigation report of the accident within five (5) calendar days after the date of the accident. Assaults and injuries to students, not involving acceleration, deceleration, or movement of the bus, shall also be reported immediately in writing to EAROP.
14. **Sending for Help.** In the event of an accident or emergency, a driver shall not leave the immediate vicinity of the bus to seek aid unless no pupil aboard can be sent to summon help. (13 CCR § 1219)
15. **Complaints.** The Contractor shall respond to EAROP, in writing, to all complaints regarding service within five (5) District business days.
16. **Leaving Driver's Compartment.** When a pupil is aboard, the driver shall not leave the driver's compartment without first stopping the engine, effectively setting the parking brake, placing the transmission in first or reverse gear or park position, and removing the ignition keys, which shall remain in the driver's possession. On vehicles with automatic transmissions which do not have a park position, the transmission shall be placed in neutral.
17. **Discontinued Use of Bus.** When a bus is rendered unsafe for continued operation due to accident damage or a mechanical failure, the driver shall discontinue use of the bus and notify the motor carrier of these circumstances. The driver or motor carrier shall then make the necessary arrangements to have the pupils safely transported to their destinations. (13 CCR § 1220)
18. **Insurance.** LIABILITY AND WORKERS' COMPENSATION INSURANCE

(a) The Contractor shall provide and maintain comprehensive general liability and automobile insurance satisfactory to the EAROP during the contract period. The Contractor shall maintain such liability insurance as will protect him from any claims for damages for personal injury, including death and damage to property, which may arise from operations under this Contract. Such liability insurance shall be issued by insurance carriers satisfactory to the EAROP in the amount of ten million (\$10,000,000.00) dollars of combined single limits, bodily injury, and property damage coverage per occurrence. The insurance shall be carried with an insurance company authorized by law to transact such business in the state of California which shall not have less than an "A" rating as determined by A.M. Best. The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

(i) Provision or endorsement naming EAROP and each of its officers, employees, volunteers, students, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to EAROP, its officers, officials, employees or volunteers.

(ii) Provision or endorsement stating that for any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects EAROP, its officers, officials, employees and volunteers to the extent EAROP is an additional insured. Any insurance or self-insurance maintained by EAROP, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

(iii) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to EAROP, its officers, officials, employees, or volunteers.

(iv) Provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

(b) Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form attached to this Contract. Such insurance shall contain a provision a waiver of the insurer's right to subrogation against EAROP.

(i) Claims Against District - If an injury occurs to any employee of Contractor for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from District under the provisions of said Act, for which compensation is claimed from District, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to District.

(c) Prior to execution of this Contract and prior to commencement of any work, Contractor shall furnish District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by EAROP, Contractor insurer will provide complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. Contractor agrees to furnish one copy of each required policy to District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by District shall not relieve or decrease any liability of Contractor.

19. **Indemnification.** Unless arising solely out of the active negligence or willful misconduct of EAROP, the Contractor shall indemnify, defend and hold harmless EAROP, EAROP's Governing Board and all members thereof and EAROP's directors, officers, employees, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract and/or the transportation services provided. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor, its employees, agents and independent contractors. The Contractor's obligations hereunder shall survive termination of the Contract and continue until all statutes of limitations have passed.

20. **Dispute Resolution.**

Negotiation. Any claim that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to EAROP within 30 days of its occurrence. Failure to submit a claim within this time period shall result in Contractor waiving all rights as to the particular claim. The Contractor shall file with EAROP an itemized statement of the details and amount of such claim. EAROP and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Contract to implement the terms of such resolution.

Services Pending Outcome. Contractor agrees to proceed with all services ordered by EAROP pursuant to this Contract, pending the outcome of any claim or dispute. In accordance with the terms of this Contract, EAROP agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Contract pending the outcome of any claim or dispute.

Additional Remedies. The rights and remedies of the parties provided under this Contract are in addition to any other rights and remedies provided by law.

21. **Term; Termination**

- 21.1 **Term.** This Agreement shall be a continuing contract for the furnishing of transportation of pupils with a maximum term of 1 (one) year, subject to EAROP's annual option to renew as approved by EAROP's Board of Trustees. The Agreement, if renewed, shall include all of the terms and conditions set forth herein, including any provisions regarding increased rates based on increased costs as mutually agreed to by and between the parties as set forth in Education Code § 39803(c).

- 21.2 **Termination for Cause.** EAROP retains the right to terminate this contract at its exclusive option and at no further cost or obligation to itself for reasons of Contractor's failure to perform satisfactorily in the following areas: quality of service, or fulfillment of other contractual commitments or requirements. Such termination action will be enacted only after the Contractor has been notified in writing by EAROP of its dissatisfaction and the Contractor has been given, in EAROP's opinion reasonable time to correct the matter of dissatisfaction. In

addition, either party may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. If District exercises the right of termination hereunder, the Contract Price due the Contractor as of the effective date of termination, if any, shall be based upon amounts due for services provided and completed pursuant to executed Purchase Orders prior the effective date of EAROP's termination of this Agreement, reduced by: (i) EAROP's prior payments of the Contract Price; and (ii) losses, damages, or other costs sustained by EAROP arising out of the termination of this Agreement or the cause(s) for termination of this Agreement.

- 21.3 Termination for Convenience.** EAROP retains the right to terminate the contract, in whole or in part, for convenience.

22. Miscellaneous

- 22.1 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of EAROP and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 22.2 Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by EAROP shall constitute a waiver of a right or remedy afforded it under the Contract Documents or the Laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.3 Provisions Required by the Laws Deemed Inserted.** Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 22.4 COVID 19 Compliance.** The Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the services contemplated herein, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract.
- 22.5 Independent Contractor.** The parties agree that Contractor is free from the control and direction of EAROP in connection with Contractor's performance of the services contemplated by this Agreement. Contractor is hereby retained to provide the specified services for EAROP, which are outside the usual course of EAROP's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the services required by this Agreement. Contractor understands and agrees that Contractor and the contractor parties shall not be considered officers, employees, agents, partners, or joint venturers of EAROP, and are not entitled to benefits of any kind or nature normally provided to employees of EAROP and/or to which EAROP's employees are normally entitled.

22.6 Tuberculosis Certification.

Contractor and the contractor parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Contractor shall be required to submit the following form prior to commencing the services contemplated herein.

By checking the applicable boxes below, Contractor hereby represents and warrants to EAROP the following:

A. ☒ Contractor and contractor parties will only have limited or no contact (as determined by EAROP) with EAROP students at all times during the Term of this Agreement.

B. ☐ The following Contractor and contractor parties will have more than limited contact (as determined by EAROP) with EAROP students during the contract period of this Agreement and, at no cost to EAROP, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and contractor parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to EAROP upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide services under this Agreement after the Effective Date of this Agreement by Contractor and contractor parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with EAROP students until the TB certification requirements have been satisfied and EAROP determines whether any contact is permissible.

22.7 Entire Agreement. The Contract Documents contain the entire agreement and understanding between EAROP and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by EAROP and the Contractor.

Section J
Exhibit 1

Bus Schedules

Route 1:

AFTERNOON – (no mornings)

Castro Valley HS and Redwood HS to EAROP

Monday, Wednesday, Thursday, Friday Depart Time: 12:15pm CVHS 12:20 RHS Arrive at EAROP: 12:40pm	Tuesday Depart Time: 1:20pm CVHS 1:25 RHS Arrive at EAROP: 1:45pm
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EAROP to Castro Valley HS

Monday, Tuesday, Wednesday, Thursday, Friday Depart Time: 3:40pm Arrive at CV: 4:05pm

Route 2

MORNING –

San Leandro HS to EAROP

Monday, Tuesday, Thursday, Friday Depart Time: 8:00am Arrive at EAROP: 8:20am	Wednesday Depart Time: 8:20am Arrive at EAROP: 8:50am
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EAROP to San Leandro HS

Monday, Tuesday, Friday Depart Time: 11:30am Arrive at SLE: 12:10pm	Wednesday Depart Time: 11:50am Arrive at SLE: 12:20pm	Thursday Depart Time: 10:00am Arrive at SLE: 10:30am
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AFTERNOON--**Lincoln HS and San Leandro HS to EAROP**

Monday, Tuesday, Thursday, Friday Depart Time: 12:05 pm LHS, 12:15 SLHS Arrive at EAROP: 12:45 pm	Wednesday Depart Time: 12:35 pm LHS, 12:45 SLHS Arrive at EAROP: 1:10pm
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EAROP to Lincoln and San Leandro HS

Monday, Tuesday, Wednesday, Thursday, Friday Depart Time: 3:40pm Arrive at SLE: 4:10pm

Route 3**MORNING--****Arroyo to EAROP**

Monday, Tuesday, Thursday, Friday Depart Time: 8:00 Arrive at EAROP: 8:20 am	Wednesday Depart Time: 8:25 Arrive at EAROP: 8:45am
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EAROP to Arroyo

Monday, Tuesday, Thursday, Friday Depart Time: 11:30 am Arrive at Arroyo: 11:50 am	Wednesday Depart Time: 10:50 am Arrive at Arroyo: 12:10 pm
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AFTERNOON--**Arroyo and Royal Sunset HS to EAROP**

Monday, Tuesday, Thursday, Friday Depart Time: 12:15 pm AHS, 12:25 RSHS Arrive at EAROP: 12:35 pm	Wednesday Depart Time: 12:15 pm AHS, 12:25 RSHS Arrive at EAROP: 12:35 pm
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EAROP to Arroyo and Royal Sunset HS

Monday, Tuesday, Thursday, Friday Depart Time: 3:40 pm Arrive at Arroyo: 4:05 pm	Wednesday Depart Time: 3:40 pm Arrive at Arroyo: 4:05 pm
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Route 4

MORNING -

San Lorenzo HS to EAROP

Monday, Tuesday, Thursday, Friday Depart Time: 8:00 Arrive at EAROP: 8:20 am	Wednesday Depart Time: 8:25 Arrive at EAROP: 8:45am
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EAROP to San Lorenzo HS

Monday, Tuesday, Thursday, Friday Depart Time: 11:30 am Arrive at Arroyo: 11:50 am	Wednesday Depart Time: 10:50 am Arrive at Arroyo: 12:10 pm
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AFTERNOON -

San Lorenzo HS to EAROP

Monday, Tuesday, Thursday, Friday Depart Time: 12:15 pm Arrive at EAROP: 12:35 pm	Wednesday Depart Time: 12:15 pm Arrive at EAROP: 12:35 pm
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EAROP to San Lorenzo HS

Monday, Tuesday, Thursday, Friday
 Depart Time: 3:40 pm
 Arrive at Arroyo: 4:05 pm

Wednesday

Depart Time: 3:40 pm
 Arrive at Arroyo: 4:05 pm

Route 5**MORNING --****Mt. Eden to EAROP**

Monday, Tuesday, Thursday, Friday
 Depart Time: 8:00am
 Arrive at EAROP: 8:20am

Wednesday

Depart Time: 8:25am
 Arrive at EAROP: 8:45am

EAROP to Mt. Eden

Monday, Tuesday, Friday
 Depart Time: 11:30am
 Arrive at MTE: 11:55am

Wednesday

Depart Time: 11:50am
 Arrive at MTE: 12:15pm

Thursday

Depart Time: 10:00am
 Arrive at MTE: 10:15am

EAROP to Mt. Eden

Monday, Tuesday, Wednesday, Thursday, Friday
 Depart Time: 3:40pm
 Arrive at MTE: 4:05pm

AFTERNOON --**Brenkwitz HS and Mt. Eden HS to EAROP**

Monday, Tuesday, Thursday, Friday
 Depart Time: 12:15pm BHS and 12:20 MEHS
 Arrive at EAROP: 12:40pm

Wednesday

Depart Time: 12:45 pm BHS & 12:55 MEHS
 Arrive at EAROP: 1:00pm

EAROP to Brenkwitz HS and Mt. Eden HS**Monday, Tuesday, Wednesday, Thursday, Friday****Depart Time: 3:40****Arrive at MEHS: 3:50 BHS: 4:10****Route 6****MORNING—****Hayward HS and Tennyson HS to EAROP****Monday, Tuesday, Thursday, Friday****Depart Time: 7:45am HHS, 8:00 THS****Arrive at EAROP: 8:20 am****Wednesday****Depart Time: 8:10am HHS, 8:25 THS****Arrive at EAROP: 8:45am****EAROP to Hayward HS and Tennyson HS****Monday, Tuesday, Friday****Depart Time: 11:30am****Arrive at THS 11:40, HHS 11:55 am****Wednesday****Depart Time: 11:50am****Arrive at THS 12:00, HHS 12:15pm****Thursday****Depart Time: 10:00 am****Arrive at THS 10:10 and HHS 10:30 am****AFTERNOON—****Hayward and HS Tennyson HS to EAROP****Monday, Tuesday, Thursday, Friday****Depart Time: 12:10pm HHS, 12:25 THS****Arrive at EAROP: 12:40 pm****Wednesday****Depart Time: 12:55pm HHS, 1:15 THS****Arrive at EAROP: 1:25 pm****EAROP to Hayward High and HS Tennyson HS****Monday, Tuesday, Wednesday, Thursday, Friday****Depart Time: 3:40 pm****Arrive at THS: 3:55 pm HHS: 4:05 pm**

School Addresses

Castro Valley High School 19400 Santa Maria Ave. Castro Valley, CA 94576	Redwood High School 18400 Clifton Way Castro Valley, CA 94546
Hayward High School 1633 East Ave. Hayward, CA 94541	Tennyson High School 27035 Whitman St. Hayward, CA 94544
Brenkwitz High School 22100 Princeton St. Hayward, CA 94541	Mt. Eden High School 2300 Panama St. Hayward, CA 94545
Arroyo High School 15701 Lorenzo Ave San Lorenzo, CA 94580	Royal Sunset High School 20450 Royal Ave. San Lorenzo, CA 94580
San Leandro High School 2200 Bancroft Ave. San Leandro, CA 94577	Lincoln High School 2600 Teagarden St. San Leandro, CA 94577
San Lorenzo High School 50 E. Lewelling Blvd. San Lorenzo, CA 94580	Eden Area ROP 26316 Hesperian Blvd Hayward, CA 94545



2022-2023 HIGH SCHOOL STUDENT CALENDAR

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

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	TH	F
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7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	TH	F
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16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

IMPORTANT DATES

July 4, 2022	Independence Day*
August 8, 2022	Professional Development
August 9, 2022	Professional Development
August 10, 2022	Teacher Work Day
No 10 month classified	
August 11, 2022	First Day of School
September 5, 2022	Labor Day*
November 11, 2022	Veterans Day*
November 21-25, 2022	Thanksgiving Break
No students, instructors, 10 month classified, 11 month classified & career counselor. November 24-25, Thanksgiving Holiday*	
December 21, 2022	End of 1st Semester
December 23, 2022	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 26-January 5	Winter Break
January 16, 2023	Martin Luther King Jr. Day*
February 20-24, 2023	President's Week Break
No students, instructors, 10 month classified & career counselor.	
February 23 (Lincoln's Birthday) & February 24 (President's Day) Holidays*	
March 31, 2023	Cesar Chavez Day*/Prof. Dev
No students	
April 6-7, 2023	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 29, 2023	Memorial Day*
June 1, 2023	Last Day of School
June 2, 2023	Teacher Work Day
No students & 10 month classified	
June 19, 2023	Juneteenth*
*Holiday	

DISTRICTS' FIRST DAY OF CLASS

August 9, 2022	Castro Valley USD
August 16, 2022	Hayward USD
August 17, 2022	San Leandro USD
August 18, 2022	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

June 2, 2023	Castro Valley USD
June 9, 2023	Hayward USD
June 8, 2023	San Leandro USD
June 7, 2023	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction
Number of instructional days in a month are in the shaded gray boxes.

EMPLOYEE WORK CALENDAR

August 8, 2022-June 2, 2023	10 Month Certificated
July 29, 2022-June 5, 2023	Career Counselor
August 8, 2022-June 1, 2023	10 Month Classified
August 1, 2022-June 29, 2023	11 Month Classified
July 1, 2022-June 30, 2023	12 Month Classified


Approved by the Western Association of Schools and Colleges
Governing Board Approved: June 18, 2022

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 10/2019)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME San Jose Charters, Inc		FEDERAL ID NUMBER 54-2073808
BY (Authorized Signature) 		DATE EXECUTED 1/1/2022
PRINTED NAME AND TITLE OF PERSON SIGNING Rigoberto Gonzalez		TELEPHONE NUMBER (Include Area Code) (408) 360-9883
TITLE CEO		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 2920 Daylight Way, San Jose, CA 95111		

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 1/1/2025 (DATE), the state will regard this certificate as valid for all contracts or grants (NOT TO EXCEED 36 MONTHS), entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

PUBLIC UTILITIES COMMISSION

505 Van Ness Avenue
San Francisco, CA 94102-3298



TCP CLASS A CERTIFICATE
EXPIRES ON Feb 22, 2025 - SEE PARAGRAPH -10

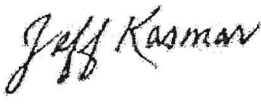
CERTIFICATE NO: PSG0016831 - TCP A
SAN JOSE CHARTERS INC
2920 DAYLIGHT WAY
SAN JOSE CALIFORNIA 95111

TCP CLASS A CERTIFICATE

The above-named Carrier, having made written application to the Public Utilities Commission of the State of California for a certificate to operate as a CHARTER-PARTY CARRIER OF PASSENGERS, pursuant to Sections 5351 through 5420 of the Public Utilities Code, is granted this certificate authorizing the transportation of passengers by motor vehicle over the public highways of the State of California as a CHARTER-PARTY CARRIER OF PASSENGERS, as defined in said Code, subject to the following conditions:

1. This certificate is issued pursuant to Public Utilities Code Section 5383.
2. No vehicle or vehicles shall be operated by said Carrier unless adequately covered by a public liability and property damage insurance policy or surety bond as required by Public Utilities Code Section 5392.
3. Said Carrier shall comply with all Commission orders, decisions, rules, directions, and requirements governing the operations of said Carrier including General Order Series 115 and 157 and shall remit to the Commission the Transportation Reimbursement Fee required by Public Utilities Code Section 403.
4. All vehicles operated under this certificated authority shall comply with the requirements of the Motor Carrier Safety Section of the California Highway Patrol. No vehicle shall be operated unless it is named in the Carrier's most recent equipment list on file with this Commission. Written amendments to the equipment list shall be filed within ten days of the date the vehicle is put into or pulled out of service.
5. This certificate is subject to amendment, modification, suspension or revocation as provided in the Public Utilities Code and in Commission Resolutions PE-498, PE-501, and TL-18336.
6. This certificate may not be sold, assigned, leased, or otherwise transferred or encumbered without Commission authorization.
7. This certificate does not authorize the Carrier to conduct operations on the property of or into any airport unless such operation is authorized by the airport authority involved.
8. This certificate authorizes round-trip sightseeing tour service.
9. The use of top lights and/or taxi meters in all vehicles operated under this certificate is prohibited (D. 82-05-069).
10. **This certificate expires 2025-02-22. It may be renewed every three (3) years upon submission and approval of a renewal application. This renewal application should be submitted 90-days prior to the expiration date.**

Date: Jan 06, 2022

BY 

Jeff Kasmar
Program Manager, Consumer Protection and Enforcement Division

PUBLIC UTILITIES COMMISSION

505 Van Ness Avenue
San Francisco, CA 94102-3298

Terminal Address

Name	City	State	Zip
2920 DAYLIGHT WAY	SAN JOSE	California	95111

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev. 12-17) OPI 062

Page 1 of 10 pages

NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		CA NUMBER 300163	FILE CODE NUMBER 242947	COUNTY CODE 43	BEO
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo		CODE P	OTHER PROGRAM(S) T	LOCATION CODE 340	SUBAREA 5111
TERMINAL NAME (IF DIFFERENT)			TELEPHONE NUMBER (W/ AREA CODE) (408) 360-9883		

CARRIER LEGAL NAME
SAN JOSE CHARTER INC
TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
2920 DAYLIGHT WAY SAN JOSE CA 95111
MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
2920 DAYLIGHT WAY SAN JOSE CA 95111

H/M LIC. NO.		HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH. BY TYPE I 13 II	Mod Limo	DRIVERS 13	BY FLEET CLASS
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			Powered Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC						

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) RIGO GONZALES	DAY TELEPHONE NO. (W/ AREA CODE) (408) 360-9883	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) SARA MAGANA	DAY TELEPHONE NO. (W/ AREA CODE) (408) 613-9441	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2020]

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

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 16831	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	HAZ. FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT USDOT NUMBER 888093	REASON FOR INSPECTION ANNUAL SPAB BUS TERMINAL	

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable									
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S					
DRIVER RECORDS		No. 4 Time 2.0	No. 10 Time 3.0	No. 4 Time 4.0							
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS		VEHICLES PLACED OUT-OF-SERVICE					
BRAKES		REMARKS									
LAMPS & SIGNALS		*****MOTOR CARRIER HAS 13 BUSES IN FLEET AND 11 BUSES ARE SPAB CERTIFIED*****									
CONNECTING DEVICES		*****MOTOR CARRIER HAS 13 DRIVERS IN FLEET AND 13 ARE SPAB CERTIFIED*****									
STEERING & SUSPENSION											
TIRES & WHEELS											
EQUIPMENT REQUIREMENTS											
CONTAINERS & TANKS											
HAZARDOUS MATERIALS											
INSPECTION TYPE	NON-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 1000.GOL 12	INSPECTION DATE(S) 12/21-23-24/2021	TIME IN 16:30	TIME OUT 17:00				
INSPECTED BY (NAME(S)) JATINDER SINGH GILL					ID NUMBER(S) A14903	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None					


MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described herein and recorded on the attached pages (2 through 10), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (707) 917-4300 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 12/24/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Sara magana	TITLE Manager	DRIVER LICENSE NUMBER XXXXXXXXXX

Destroy Previous Editions

Chp 343, 12-17

	US DOT # 888093	Legal: SAN JOSE CHARTERS INC Operating (DBA):	
	MC/MX #: 387622	State #: 300163	Federal Tax ID: XXXXXXXX (IN)
Review Type: Non-ratable Review - Special Study		Territory: C	
Scope: Terminal		Location of Review/Audit: Company facility in the U. S.	
Operation Types		Business: Corporation	
Carrier: Non-HM	Non-HM	Gross Revenue: for year ending:	
Shipper: N/A	N/A		
Cargo Tank: N/A			
Company Physical Address:			
2920 DAYLIGHT WAY SAN JOSE, CA 95111-3102			
Contact Name:			
Phone numbers: (1) 408-360-9883		(2)	Fax
E-Mail Address:			
Company Mailing Address:			
2920 DAYLIGHT WAY SAN JOSE, CA 95111			
Carrier Classification			
Authorized for Hire		Other: INTRASTATE	
Cargo Classification			
Passengers			
Equipment			
	Owned	Term Leased	Trip Leased
Motor Coach	13	0	0
Power units used in the U.S.: 13			
Percentage of time used in the U.S.: 100			
Does carrier transport placardable quantities of HM? No			
Is an HM Permit required? N/A			
Driver Information			
	Inter	Intra	Average trip leased drivers/month: 0
< 100 Miles:		13	Total Drivers: 13
>= 100 Miles:			CDL Drivers: 13





SAN JOSE CHARTERS, INC - Terminal
U.S. DOT #: 888093

State #: 300163

Review Date:
12/24/2021

Part A

QUESTIONS regarding this report or the Federal Motor Carrier Safety or
Motor Carrier Safety Unit at:

1551 Benicia Rd
Vallejo, CA 94591
(707) 817-4400

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

Person(s) Interviewed

Name: SARA MAGANA

Name:

Title: MANAGER

Title:





SAN JOSE CHARTERS INC - Terminal
U.S. DOT #: 888093

State #: 300163

Review Date:
12/24/2021

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 500,001
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 4
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





SAN JOSE CHARTERS INC - Terminal
U.S. DOT #: 888093

State #: 300163

Review Date:
12/24/2021

Part B Requirements and/or Recommendations

1. Distracted Driving Reminder: California Vehicle Code Sections 23123(a), 23123.5, and 23124(a), govern cellular telephone use and texting while driving. Use of hand held cellular telephones and texting while driving is prohibited. Persons under 18 years of age are prohibited from using cellular telephones while driving.
2. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:
CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA 94298-0001





SAN JOSE CHARTERS INC - Terminal
U.S. DOT #: 888093

State #: 300163

Review Date:
12/24/2021

Part C

Reason for Review: Other
Planned Action: Compliance Monitoring

ANNUAL SPAB BUS

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

1/8/2021
1/23/2019
2/8/2018

Prior Prosecutions

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness
procedures contained in 49 CFR part 385 subpart A, AND does it
transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

Corporate Contact: SARA MAGANA
Corporate Contact Title: MANAGER

Special Study Information:

Remarks:

Terminal Name: SAN JOSE CHARTER INC
Terminal Address: 2920 DAYLIGHT WAY SAN JOSE CA 95111

CA# - 300163
FCN - 242947

Rating Information:

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 4 required vehicle inspections.

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Failure Code:
		Date:





California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000801
Inspection Date: 12/21/2021
Start: 12:45 PM PT End: 1:37 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY

SAN JOSE, CA, 95111-3102

USDOT: 888093

MC/MX#: 387622

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	PREO	2020	CA	EP13104	975	2PCH3349XLC720973	54000		

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 24078; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 57; Bus Type: 1; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By:
J. Gill

ID/Badge #:
A14903

Copy Received By:

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X



00888093 CA CANBHZ000801



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000802
Inspection Date: 12/21/2021
Start: 2:10 PM PT End: 3:11 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY

SAN JOSE, CA, 95111-3102

USDOT: 888093

MC/MX#: 387622

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	PREO	2014	CA	CP96857	983	2PCH33497EC712607	53000		

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 409988; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By:
J. Gill

ID/Badge #:
A14903

Copy Received By:

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00888093 CA CANBHZ000802

DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.117.7961



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000803
Inspection Date: 12/21/2021
Start: 3:29 PM PT End: 4:20 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY

SAN JOSE, CA, 95111-3102

USDOT: 888093

MC/MX#: 387622

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	VOLV	2013	CA	EP06829	977	3CET2S226D5158966	53000		

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 24078; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 55; Bus Type: 1; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By:
J. Gill

ID/Badge #:
A14903

Copy Received By:

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00888093 CA CANBHZ000803



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000804
Inspection Date: 12/21/2021
Start: 4:41 PM PT End: 5:30 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY

SAN JOSE, CA, 95111-3102

USDOT: 888093

MC/MX#: 387622

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	PREO	2008	CA	CP54069	985	2PCH334928C711093	53000		

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 790564; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By:
J. Gill

ID/Badge #:
A14903

Copy Received By:

X

X



00888093 CA CANBHZ000804



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ001079
Inspection Date: 09/08/2022
Start: 10:42 AM PT End: 11:37 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY

SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Email: SALES@SANJOSECHARTERS.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FRHT	2019	CA	EP12641	976	3ALACXFC0KDJG1237	29800		31482556

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/8	1 5/8
Left	1 1/8	1 5/8
Chamber	L-20	L-24

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 49141; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 32; Bus Type: 1; SPAB Cert: 9/8/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: J. Gill

ID/Badge #: A14903

Copy Received By:

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California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ001078
Inspection Date: 09/08/2022
Start: 9:35 AM PT End: 10:33 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Email: SALES@SANJOSECHARTERS.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	MC	PREO	2017	CA	EP13103	978	2PCH33496HC713736	53000		31482555

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 223628; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB
Cert: 9/8/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: ID/Badge #:

J. Gill

A14903

Copy Received By:

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00888093 CA CANBHZ001078



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ001069
Inspection Date: 09/01/2022
Start: 8:55 AM PT End: 9:52 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Email: SALES@SANJOSECHARTERS.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	MC	PREO	2013	CA	EP12603	979	2PCH3349XDC712387	53000		31482552

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 392215; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB
Cert: 9/1/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: J. Gill

ID/Badge #: A14903

Copy Received By:

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00888093 CA CANBHZ001069

DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.120.8153



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ001068
Inspection Date: 09/01/2022
Start: 7:30 AM PT End: 8:44 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

MC/MX#: 387622

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Email: SALES@SANJOSECHARTERS.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	MC	PREO	2015	CA	EP12602	981	2PCH3349XFC712926	53000		31482551

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 330466; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB
Cert: 9/1/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By:
J. Gill

ID/Badge #:
A14903

Copy Received By:

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00888093 CA CANBHZ001068



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000898
Inspection Date: 03/18/2022
Start: 4:15 PM PT End: 4:51 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	PREO	2010	CA	CP91514	982	2PCH33499AC711596	53000		

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 653728; File Code Number: 242947; PUC: 16831A; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB
Cert: 3/18/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: J. Gill
ID/Badge #: A14903

Copy Received By:

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00888093 CA CANBHZ000898



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ001077
Inspection Date: 09/08/2022
Start: 8:29 AM PT End: 9:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Email: SALES@SANJOSECHARTERS.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	MC	PREO	2009	CA	EP13102	988	2PCH334919C711359	53000		31482554

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 726006; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB
Cert: 9/8/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: J. Gill

ID/Badge #: A14903

Copy Received By:

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00888093 CA CANBHZ001077



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ001070
Inspection Date: 09/01/2022
Start: 10:03 AM PT End: 11:03 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Email: SALES@SANJOSECHARTERS.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	MC	PREO	2020	CA	EP13104	975	2PCH3349XLC720973	53000		31482553

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 57156; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB Cert: 9/1/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: J. Gill

ID/Badge #: A14903

Copy Received By:

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00888093 CA CANBHZ001070



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000897
Inspection Date: 03/18/2022
Start: 3:38 PM PT End: 4:10 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY
SAN JOSE, CA, 95111-3102

USDOT: 888093

Phone#: (408)360-9883

MC/MX#: 387622

Fax#: (408)360-0790

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

State:

Date of Birth:

CoDriver:

State:

License#:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	PREO	2008	CA	CP54069	985	2PCH334928C711093	53000		

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 797411; File Code Number: 242947; PUC: 16831A; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; SPAB
Cert: 3/18/2022 12:00:00 AM; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By: ID/Badge #:
J. Gill A14903

Copy Received By:

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00888093 CA CANBHZ000897

DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.118.8010



California Highway Patrol
1551 Benicia Road
Vallejo, CA 94591
Phone: (707) 648-4180
Internationally Accredited Agency CHP407F/343A

Report Number: CANBHZ000914
Inspection Date: 05/05/2022
Start: 8:01 AM PT End: 8:57 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: SAN JOSE CHARTERS INC

DBA:

2920 DAYLIGHT WAY

SAN JOSE, CA, 95111-3102

USDOT: 888093

MC/MX#: 387622

State#: 300163

Location: SAN JOSE

Highway:

County: SANTA CLARA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	PREO	2014	CA	CP96857	983	2PCH33497EC712607	53000		31108992

BRAKE ADJUSTMENTS

Axle #	1	2	3
Right	N/A	N/A	N/A
Left	N/A	N/A	N/A
Chamber	DISC	DISC	DISC

VIOLATIONS: No violations were discovered

Placard:

Cargo Tank:

HazMat: No HM transported

Special Checks: No data for special checks

State Information:

Odometer: 425780; File Code Number: 242947; PUC: 16831; Fuel Type: D; Passenger Capacity: 56; Bus Type: 1; Beat/Sub Area: 5111; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 64

Report Prepared By:
J. Gill

ID/Badge #:
A14903

Copy Received By:

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00888093 CA CANBHZ000914

CARRIER NAME	CA NUMBER	LOC. CODE	SUBAREA
SAN JOSE CHARTER INC	300163	340	5111
STREET ADDRESS, CITY, STATE, ZIP CODE	PHONE NUMBER	DATE	
2920 DAYLIGHT WAY SAN JOSE CA	(408) 360-9883	12/23-24/2021	
CARRIER REPRESENTATIVE	TITLE	TIME IN	TIME OUT
SARA MAGANA	MANAGER	16 30	17 00
INSPECTION LOCATION (if other than the carrier's principal place of business)	U.S. DOT NUMBER	MC NUMBER	
	888093	*****	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

☒ CONTROLLED SUBSTANCES & ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]

☐ OTHER: _____

REMARKS

Carrier is enrolled in a random CSAT consortium through:

FIRST ADVANTAGE

480 Quadrangle Drive Suite A

Bolingbrook, IL 60440

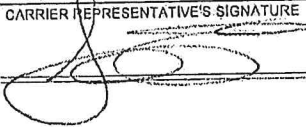
Tel: 800-939-4782 Fax: 630-679-5635

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY
This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY	NO. OF RECORDS INSPECTED	NO. OF VIOLATIONS	CHP 345 ISSUED	SUSPENSE DATE	CHP 100D COLUMN NO.
1 S 2 S 3 S 4 S	13		<input type="checkbox"/>	<input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	12
INSPECTED BY (Name)	ID NUMBER	CARRIER TYPE			
JATINDER SINGH GILL	A14903	<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus			

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages (2 through 6) will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the
GOLDEN GATE Division Motor Carrier Safety Unit Supervisor at (707) 917-4400 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE
SARA MAGANA	MANAGER	4SS10159	CA
CARRIER REPRESENTATIVE'S SIGNATURE	CURRENT CARRIER RATING	DATE	
	SATISFACTORY	12/24/2021	

Destroy previous editions.

Chp343D_0613.pdf



January 5, 2022

Account Name: San Jose Charters Inc - FMCSA
Account Number: 145994-00000
Pool Code: 145994D

To Whom It May Concern:

San Jose Charters Inc - FMCSA is an active member of the random drug-testing Custom pool known as 145994D. Selections are made Quarterly based on the yearly testing rate of 50% Drug and 10% Alcohol as required by the Federal Motor Carrier Safety Administration, 49 CFR Part 382. For further questions or information regarding this account, please do not hesitate to contact me at any time.

Thank you,

Lisa Ngalde

First Advantage Randoms Group



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2022

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

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

PRODUCER
TIB Transportation Ins Brokers
425 West Broadway, Suite 300
Glendale CA 91204

CONTACT NAME: Ana Cetin
PHONE (A/C, No, Ext): 818-246-2800 FAX (A/C, No): 818-246-4690
E-MAIL ADDRESS: acetin@tibinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: RLI Insurance Company

13056

INSURER B: Lloyds of London

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
San Jose Charters, Inc.
2920 Daylight Way
San Jose CA 95111-3102

SANJO-1

COVERAGES

CERTIFICATE NUMBER: 1029450559

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	LGB0017492	6/16/2022	6/16/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		LFB0020522	6/16/2022	6/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Sexual Abuse & Molestation		SML000000386535A	8/4/2021	8/4/2022	Limit Per Claim 1,000,000 Aggregate Limit 2,000,000 Retention/Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Eden Area ROP, its trustees, officers, agents, employees and volunteers, individually and collectively, are named as additional insureds on General Liability as per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Eden Area ROP
26316 Hesperian Blvd.
Hayward CA 94545

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: LGB0017492

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
CERTIFICATE OF INSURANCE OR WRITTEN CONTRACT –
FOR YOUR OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS INDEMNITY COVERAGE
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

Endorsement Effective: 6/16/2022
Named Insured: San Jose Charters, Inc.

Additional insured for liability coverage provided under this policy shall include:

1. Any organization named as an additional insured on a Certificate of Insurance and received by us prior to the date of loss, but only for liability for your operations to which this insurance applies; or
2. Any organization you are obligated to name as an additional insured pursuant to a written contract signed by both you and the organization prior to the date of loss, but only for liability for your operations to which this insurance applies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2022

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

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

PRODUCER
TIB Transportation Ins Brokers
425 West Broadway, Suite 400
Glendale CA 91204

CONTACT NAME: Orjhen Atanesyan
PHONE (A/C, No, Ext): 818-246-2800 FAX (A/C, No): 818-246-4690
E-MAIL ADDRESS: oatanesyan@tibinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Republic Indem Co of America

22179

INSURED
San Jose Charters, Inc.
2920 Daylight Way
San Jose CA 95111-3102

SANJO-1

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1653391121

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16426619	10/1/2022	10/1/2023	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Eden Area ROP
26316 Hesperian Blvd
Hayward CA 94545

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THERE IS NO MANDATORY PER DIEM EXPENSES FOR DRIVERS THAT DRIVE ROUTES FROM HOME SCHOOL(S) TO EDEN AREA ROP.

MANDATORY PER DIEM EXPENSES FOR DRIVERS' MAY NOT EXCEED \$100.00 PER DAY FOR OVERNIGHT TRIPS ONLY.

2920 Daylight Way
San Jose, CA 95111
408-360-9883

DATE: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of the
Reclassification Request Procedures and Policy

BACKGROUND

Classified employees perform their duties based on job descriptions that are aligned with the salary schedule and built into a structure of job families and classifications. There are times when a classified employee requests for a review of their job description, the classification, or their salary. It is important to have a process that is established, aligned with best practices, and impartial.

CURRENT SITUATION

The Eden Area ROP Reclassification Request Procedures and Policy has been updated based on the feedback and discussion at the October 7, 2022 Governing Board meeting.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of the Reclassification Request Procedures and Policy.

RECLASSIFICATION REQUEST PROCEDURES AND POLICY

Criteria For Reclassification Requests

When a classified employee requests reclassification for job title, job class, job salary or any other dispute regarding their overall duties or compensation, the criteria to be examined is:

- the job duties within the description
- who assigned the duties
- the duration of assignment or assigned duties
- the level of responsibility required of the duties
- the level of risk (if a mistake is made) associated with the duties

Requests for Reclassification

~~A request for reclassification must be made by the employee. Should a classified employee request a reclassification, the request must be generated by the employee.~~
The burden falls upon the employee to make their case for any change. A request must be made by September 15 or January 15 in any given school year. Findings will be issued by December 15 and April 15, respectively.

The following steps will assist in evaluating the request:

1. ~~The employee s~~ubmits ~~of~~ request in writing.
2. ~~The e~~mployee presents a review of their job description. This should include:
 - a. An accounting for all duties as listed with examples.
 - b. A list of duties not included that should be.
 - c. A list of duties that are included but no longer relevant.
 - d. Any justification for any other proposed changes.
 - e. Any other information that the employee would like to provide to support their request.
3. ~~The i~~mmEDIATE supervisor reviews ~~employee's~~the employee's analysis of job duties, actual duties listed, and adds supervisor's analysis.
4. ~~The s~~upervisor conducts job description review.
5. ~~The s~~upervisor conducts audit of partner districts practices, including a comparative salary analysis to the extent possible.

6. The employee or the supervisor may initiate a A time study (blocks of time where the employee tracks the time spent on different tasks).
7. The Human Resources Administrator will collect the data and information.
8. The information will be shared with a panel composed of the Superintendent, the Human Resources Administrator, and an external human resources specialist.
9. The panel will make a non-binding recommendation to the Governing Board.
10. The Governing Boards' decision will be final.

Approval of Reclassification

Reclassification can happen for the reasons below:

1. Significant new job duties permanently added by supervisor.
 - a. Requires additional skills, greater responsibility, decision-making, hazardous functions and/or physical requirements.
2. Significant new or increased responsibilities (other than increased workload) have been permanently added by ~~supervisor~~the supervisor.
3. The position is improperly placed on the salary schedule in relation to a similar class or position.
4. An extraordinary need for a change has been identified such as a shortage of applications, excessive turnover, unique skills, or ~~change~~a change in market value.

For consideration:

- Frequency and time-period in which duties outside job description occurred.
-

Ensure that the duties have not been assumed by employee without supervisor's approval.

Denial of Reclassification

Reclassification should not happen for the following reasons:

1. Workload increases.
2. Seniority or length of service shall not be a basis for reclassification.

Outcomes

Potential Outcomes:

1. Change in job description
2. Job title changes
3. Creation of a new classification
4. Out of class compensation
5. No change

The internal consistency and integrity of the salary schedule must not be disrupted by any of these recommendations. There shall be no retroactive reclassification or salary adjustments.

COMMUNICATION



Alameda County Office of Education

L. K. Monroe Superintendent of Schools

September 14, 2022

Juan Campos, President
Governing Board
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

RE: 2022-23 Adopted Budget Review

Dear President Campos:

In accordance with Education Code (EC) Sections 42127 and 52070, the Alameda County Office of Education (ACOE) has reviewed the 2022-23 Adopted Budget of the Eden Area Regional Occupation Program (EAROP or ROP). By statute, the Adopted Budget review must be completed by September 15 of each year. Based on our review, the 2022-23 Adopted Budget of the EAROP has been **approved**.

Education Code requires the County Superintendent of Schools to approve, conditionally approve, or disapprove the Adopted Budget for each Local Education Agency (LEA) after a review that includes the following:

- Examine the Adopted Budget to determine whether it complies with the standards and criteria established pursuant to EC Section 33127 and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.
- Determine whether the Adopted Budget will allow the ROP to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

Based on our review of the ROP's 2022-23 Adopted Budget and Multiyear Budget Projection (MYP), we have determined that the EAROP is in compliance with the above criteria.

We want to acknowledge and express our appreciation to the District staff, the Board, and the community for their continued diligence and hard work. As you may know, I will transition from the role of Alameda County Superintendent of Schools at the beginning of next year. It has been my honor to work with you, your fellow board members, your superintendent, and district team in service of students and families. I wish you and your community the very best. If you have any questions or concerns regarding our review process, please feel free to contact my office at (510) 670-4140.

Sincerely,



L. K. Monroe
Alameda County Superintendent of Schools

cc: Governing Board, Eden Area ROP
Linda Granger, Superintendent, Eden Area ROP
Anthony Oum, Fiscal Services Administrator, Eden Area ROP
Dr. Candi Clark, Associate Superintendent of Business Services, ACOE
Shirene Moreira, Chief of District Business and Advisory Services, ACOE
Joan Laursen, Director II, District Advisory Services, ACOE