



GOVERNING BOARD MEETING AGENDA

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

Thursday, June 16, 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, June 16, 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://us02web.zoom.us/j/85068981188?pwd=V2NwWmcxd1pqaldlUnlKQ09RMHhEdz09> to at the noticed meeting time.
Meeting ID: **850 6898 1188**
Passcode: **EAROP22**

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 **850 6898 1188**, then press "#". Passcode: **5582330**

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. Action Items

- A. Request the Governing Board to approve the Adoption of Resolution 20-21/22: 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 June 16, 2022 through July 16, 2022 (pages 5-8)

VII. 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.

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 Special Governing Board Meeting of May 2, 2022 (pages 9-10)
- B. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 5, 2022 (pages 11-18)
- C. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of May 6, 2022 (pages 19-20)
- D. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of May 9, 2022 (pages 21-22)
- E. Request the Governing Board to approve the Bill Warrants (pages 23-30)
- F. Request the Governing Board to approve the Personnel Action Items (pages 31-2)

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- G. Request the Governing Board to approve Donations Received for the Eden Area ROP Garden for the 2021-2022 School Year (page 33)
- H. Request the Governing Board to approve the Receipt of the Career Technical Education Incentive Grant (CTEIG) Funds (pages 34-35)
- I. Request the Governing Board to approve the Acceptance and the Expense of Funds from Chabot College for Work-Based Learning Services for the 2021-2022 School Year (page 36)
- J. Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2021-2022 School Year (pages 27-42)
- K. Request the Governing Board approve the Subaward Agreement with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) for the 2022 Calendar Year (pages 43-47)
- L. Request the Governing Board to approve the Amended MOU with the Tri-Valley ROP for Pathway Coordination under the K12 Strong Workforce Program from March 2020 through December 2022 (pages 48-49)
- M. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2022-2023 School Year (pages 50-52)
- N. Request the Governing Board to approve the Agreement with Blackboard for Website Hosting Services for the 2022-2025 School Years (pages 53-68)
- O. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2022-2023 School Year (pages 69-75)
- P. Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2022-2023 School Year (pages 76-82)
- Q. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2022-2023 School Year (pages 83-89)
- R. Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2022-2023 School Year (pages 90-95)
- S. Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2022-2023 School Year (pages 96-97)
- T. Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2022-2023 School Year (pages 98-101)
- U. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2022-2023 School Year (pages 102-107)

IX. Information Items

- A. The Superintendent's Evaluation Timeline (pages 108-109)

X. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2022-2023 Fiscal Year

Close Public Hearing

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- A. Request the Governing Board to approve the Adopted Budget for the 2022-2023 Fiscal Year (page 110)
- B. Request the Governing Board to approve the Appointment of the Superintendent and the Superintendent's Employment Agreement (pages 111-120)
- C. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Exhibits and Board Bylaw (pages 121-173)
- D. Request the Governing Board to approve the Adoption of Resolution 21-21/22: Retirement: Marlene McDowell (pages 174-175)
- E. Request the Governing Board to approve the Eden Area ROP Bell Schedule and New Start Time (pages 176-179)
- F. Request the Governing Board to approve the 2022-2023 High School Student Calendar (pages 180-181)
- G. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2022-2023 School Year (pages 182-185)
- H. Request the Governing Board to approve the Revised Salary Schedules (pages 186-196)
- I. Request the Governing Board to approve the Addition of a Longevity Step to Specified Salary Schedules: Chart 1, Chart 2B and Chart 2C (pages 197-203)

XI. Superintendent's Report

XII. Governing Board Reports

XIII. Recess to Closed Session

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

XIV. 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 (Pursuant Government Code 54957)
Title: Superintendent

XV. Adjournment



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 20-21/22: 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 June 16, 2022 through July 16, 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 20-21/22 would enable the Eden Area ROP to hold virtual Governing Board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 20-21/22: 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 June 16, 2022 through July 16, 2022.

Eden Area ROP

RESOLUTION NO. 20-21/22

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 June 16, 2022 through July 16, 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;

Resolution No. 19 21/22: 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 June 16, 2022 through July 16, 2022

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 June 16, 2022, and shall be effective until the earlier of (i) July 16, 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 16th day of June 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

CONSENT CALENDAR



**Minutes of the Special Meeting of the ROP Governing Board
May 2, 2022**

I. Call to Order

Juan Campos, Board President, called the meeting to order at 12:01 p.m. on Monday, May 2, 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	
Gary Howard, Member	Castro Valley USD	
Gabriel Chaparro, Member	Hayward USD	arrived at 12:04 p.m.

Eden Area ROP Superintendent/Clerk of the Board Present:

Linda Granger

Eden Area ROP Administrators Present:

None present

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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Others Present:

None present

III. Pledge of Allegiance

Linda Granger led the Pledge of Allegiance.

IV. Approval of Agenda

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

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

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

None

VI. Recess to Closed Session

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

**A. Public Employee Appointment (Pursuant Government Code Section 54957)
Title: Superintendent**

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

The meeting resumed to open session at 12:18 p.m.

**A. Public Employee Appointment (Pursuant Government Code Section 54957)
Title: Superintendent**

No action was taken.

VIII. Adjournment

The meeting was adjourned at 12:19 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent/Clerk to the Eden Area ROP Governing Board



**Minutes of the Regular Meeting of the ROP Governing Board
May 5, 2022**

I. Call to Order

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

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD
James Aguilar, Vice-President	San Leandro USD
Gary Howard, Member	Castro Valley USD
Gabriel Chaparro, Member	Hayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Linda Granger

Eden Area ROP Administrators Present:

Mercedes Henderson	Human Resources Administrator
Craig Lang	Director of Adult Programs
Anthony Oum	Fiscal Services Administrator

Eden Area ROP Staff Present:

Anissa Barrot	Dental Assistant Instructor
Tammey Brown	Dental Assistant Instructor
Gabriela Juarez	Executive Assistant
Kathy O'Brien	Dental Assistant Instructor

Others Present:

Adult Dental Students and their friends and families

III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

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

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

None

VII. Student Recognition

The Eden Area ROP has developed adult programs for students to receive training in skills that are recognized by industry. Upon successful completion, students can earn at least one certification that can lead to a new career or assist in job advancement. The Eden Area ROP acknowledged the outstanding efforts and achievements of the adult students as they focus on learning and training to earn an industry recognized certification.

The focus to provide access to adults for industry recognized certifications 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 recognized by their teachers, ROP staff and the Governing Board as students on track to complete their certification(s) by the end of May:

STUDENT NAME	PROGRAM	CERTIFICATION(S)	INSTRUCTOR(S)
Brenda Avilez	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Amy Campos	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Herian Garcia	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Kevyn Cruz	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Elizabeth DeJesus	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Vanessa Delgadillo	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Laeloni Hernandez	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Lesli Jimenez	Foundations in Dental Assisting	California Dental X-Ray License	Kathy O'Brien Tammey Brown

		California Dental Practice Act Infection Control	Anissa Barrot
Gabriella Lopez	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Selena Gomez	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Vanessa Lucero	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Ana Pena	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Jamilex Rodriguez	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Veronica Santiago	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Manuel Sierra	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Edith Trujillo-Garcia	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Suzanna Udave	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot
Rubie Vargas	Foundations in Dental Assisting	California Dental X-Ray License California Dental Practice Act Infection Control	Kathy O'Brien Tammey Brown Anissa Barrot

Kathy O'Brien, Dental Assistant Instructor, presented the students to the Governing Board and awarded each student a pin.

VIII. Consent Calendar

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

- A. Minutes of the Regular Governing Board Meeting of April 7, 2022
- B. Bill Warrants
- C. Personnel Action Items
- D. Agreement with Abtech Technologies for Information Technology Support Services for the 2022-2023 School Year
- E. Agreement with Del Conte's Landscaping Inc. for Landscaping Services for the 2022-2023 School Year
- F. Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2022 through May 31, 2023
- G. Agreement with Premier Commercial Cleaning Solutions, Inc. for Janitorial Services for the 2022-2023 School Year

Trustee James Aguilar seconded the motion.

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

IX. Information Items

A. First Reading of Governing Board Policies, Administrative Regulations, Exhibits and Board Bylaw

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

Superintendent Granger presented to the Governing Board the first reading of the following board policies, administrative regulations, board bylaw and exhibits:

NUMBER	TYPE	TITLE	STATUS
4030	BP	Nondiscrimination in Employment	Revise
4112.9 4212.9 4312.9	E(1)	Employee Notifications	Revise
4161.8 4261.8 4361.8	R	Family Care and Medical Leave	Revise
5113	R	Absences and Excuses	Revise
5145.6	E(1)	Parental Notifications	Revise
9322	BB	Agenda/Meeting Materials	Revise

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

X. Action Items

A. Request the Governing Board to approve the Adoption of Resolution 13-21/22: Day of the Teacher

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 13-21/22: Day of the Teacher.

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

B. Request the Governing Board to approve the Adoption of Resolution 14-21/22: Classified Employees' Week

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gary Howard the Governing Board approved the adoption of Resolution 14-21/22: Classified Employees' Week.

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

C. Request the Governing Board to approve the Adoption of Resolution 15-21/22: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 15-21/22: Temporary Borrowing Between Funds.

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

D. Request the Governing Board to approve the Adoption of Resolution 16-21/22: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved adoption of Resolution 16-21/22: Year End Budget Transfers of Funds.

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

E. Request the Governing Board to approve the Adoption of Resolution 17-21/22: Authority to Sign Contracts for the 2022-2023 Fiscal Year

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 17-21/22: Authority to Sign Contracts for the 2022-2023 Fiscal Year.

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

F. Request the Governing Board to approve the Adoption of Resolution 18-21/22: Delegation of Powers to Agents for the 2022-2023 Fiscal Year

Upon review of and a motion by Trustee Gabriel Chaparro and a second by Trustee James Aguilar the Governing Board approved the adoption of Resolution 18-21/22: Delegation of Powers to Agents for the 2022-2023 Fiscal Year.

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

G. Request the Governing Board to approve the Adoption of Resolution 19-21/22: 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 May 9, 2022 through June 8, 2022

Upon review of and a motion by Trustee Gabriel Chaparro and a second by Trustee James Aguilar the Governing Board approved the adoption of Resolution 19-21/22: 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 May 9, 2022 through June 8, 2022.

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

H. Request the Governing Board to approve the Addendum to the Superintendent's Employment Agreement

Board President, Juan Campos, stated that the Board is considering the recommended approval of a second amendment to the employment agreement between Linda Granger and the Governing Board.

Government Code section 54953 requires the Board receive a verbal summary of the salary and other forms of compensation paid to a local agency executive prior to taking final action.

As a result, he provided a verbal summary of the amendment to the employment agreement.

The employment agreement presented is for a period commencing July 1, 2022, through June 30, 2024.

Ms. Granger's job title will be Chief Operating Officer.

The annual salary is \$180,302 with a 205-day work year. The amendment maintains the current fringe benefits, academic degree stipends, salary adjustments and retirement benefits.

Health and welfare benefits are consistent with the benefits provided to certificated employees.

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the Addendum to the Superintendent's Employment Agreement.

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

XI. Superintendent's Report

Superintendent Granger was pleased to report that students who went to the State SkillsUSA competition placed 1st and qualified for the national competition in mid-June.

Superintendent Granger also reported that Michelle Stephens, Pathway Coordinator, has made progress toward getting the first set of courses approved by the UC system for the Honors credit. The courses being submitted are Culinary Careers, Medical Careers II and Business Economics.

Additionally, Ms. Stephens, submitted the Medical Careers program to be moved from the elective credit to a science credit. She highlighted that the UC system is recognizing the academic value that CTE courses have on high school students.

XII. Communications

A. Letter from the Alameda County Office of Education regarding the Second Interim

A letter from ACOE was received acknowledging the positive certification of the second interim.

XIII. Governing Board Reports

None

XIV. Recess to Closed Session

The meeting was called into closed session at 6:13 p.m.

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

**B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent**

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

The meeting resumed to open session at 6:36 p.m.

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

No action taken.

B. Public Employee Performance Evaluation (Pursuant Government Code 54957) Title: Superintendent

No action taken.

XVI. Adjournment

The Governing Board meeting was adjourned in memory of:

- Leilani Lake, niece of Christina Charlton, Marketing Instructor

The meeting adjourned at 6:38 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent/Clerk to the Eden Area ROP Governing Board



**Minutes of the Special Meeting of the ROP Governing Board
May 6, 2022**

I. Call to Order

Juan Campos, Board President, called the meeting to order at 9:00 a.m. on Friday, May 6, 2022 in the Eden Area Regional Occupational Program Board Room located at 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD
James Aguilar, Vice-President	San Leandro USD
Gary Howard, Member	Castro Valley USD
Gabriel Chaparro, Member	Hayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Linda Granger

Eden Area ROP Administrators Present:

None present

Eden Area ROP Staff Present:

None present

Others Present:

Candidates for Superintendent

III. Pledge of Allegiance

Linda Granger led the Pledge of Allegiance.

IV. Approval of Agenda

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

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

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

None

VI. Recess to Closed Session

The meeting was called into closed session at 9:02 a.m.

**A. Public Employee Appointment (Pursuant Government Code Section 54957)
Title: Superintendent**

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

The meeting resumed to open session at 3:45 p.m.

**A. Public Employee Appointment (Pursuant Government Code Section 54957)
Title: Superintendent**

No action was taken.

VIII. Adjournment

The meeting was adjourned at 3:46 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent/Clerk to the Eden Area ROP Governing Board



**Minutes of the Special Meeting of the ROP Governing Board
May 9, 2022**

I. Call to Order

Juan Campos, Board President, called the meeting to order at 9:00 a.m. on Friday, May 9, 2022 in the Eden Area Regional Occupational Program Board Room located at 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD
James Aguilar, Vice-President	San Leandro USD
Gary Howard, Member	Castro Valley USD
Gabriel Chaparro, Member	Hayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Linda Granger

Eden Area ROP Administrators Present:

None present

Eden Area ROP Staff Present:

None present

Others Present:

Candidates for Superintendent

III. Pledge of Allegiance

Linda Granger led the Pledge of Allegiance.

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

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

None

VI. Recess to Closed Session

The meeting was called into closed session at 9:01 a.m.

**A. Public Employee Appointment (Pursuant Government Code Section 54957)
Title: Superintendent**

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

The meeting resumed to open session at 11:30 a.m.

**A. Public Employee Appointment (Pursuant Government Code Section 54957)
Title: Superintendent**

No action was taken.

VIII. Adjournment

The meeting was adjourned at 11:31 a.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent/Clerk to the Eden Area ROP Governing Board



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 21, 2022 through May 20, 2022 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, 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: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve Donations Received for the Eden Area ROP Garden for the 2021-2022 School Year

BACKGROUND

From time to time, the community at large makes donations specific to Eden Area ROP's garden fund. It is paramount that any restrictions on the funding be respected, publicly acknowledged, and the budget developed based on those donor restrictions. Ed Code 41032 supports this, by stating that, "The governing board of any school district may accept on behalf of, and in the name of, the district gifts, donations, bequests, and devises that are made to the district or for the benefit of any school or college administered by the district. The gifts, donations, bequests, and devises may be made subject to conditions or restrictions that the governing board may prescribe."

CURRENT SITUATION

For the 2021-2022 school year, it is anticipated that we will receive \$300 in donations specific to Eden Area ROP's garden fund.

CONSENT CALENDAR



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Receipt of the Career Technical Education Incentive Grant (CTEIG) Funds

BACKGROUND

The California Department of Education (CDE) awards funding for the Career Technical Education Incentive Grant (CTEIG) program annually to qualifying Local Education Agencies (LEAs). Funds from this grant support the maintenance, improvement, and expansion of Career Technical Education Programs. Eligible LEAs can choose to apply individually or as part of a consortium with a Regional Occupational Program. The four Eden Area ROP partner districts entered into an MOU to apply as a consortium when the CTEIG program began.

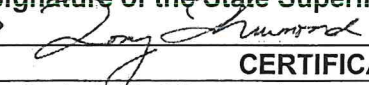

CURRENT SITUATION

The CDE has awarded the Eden Area ROP \$3,095,041 for the 21-22 application cycle, with all funds being expended by December 31, 2023. Funding for each partner is based on the Average Daily Attendance (ADA). Funds will be allocated in the following manner:

Castro Valley Unified School District:	\$601,119
Hayward Unified School District:	\$1,104,686
San Leandro Unified School District:	\$559,629
San Lorenzo Unified School District:	\$641,072
Eden Area ROP:	\$188,353

CONSENT CALENDAR

Grant Award Notification

GRANTEE NAME AND ADDRESS Linda Granger, Superintendent Eden Area ROP JPA 26316 Hesperian Boulevard Hayward, CA 94545			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			21	25437	40428	00
Attention Linda Granger			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Program Office			Resource Code	Revenue Object Code	01	
Telephone (510) 293-2906			6387	8590	INDEX	
Name of Grant Program Career Technical Education Incentive Grant					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	0	0	\$3,095,041	0	July 1, 2021	December 31, 2023
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes-action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Ann Chambers, Associate Governmental Program Analyst Career and College Transition Division, Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Tara Neilson				Job Title Education Programs Consultant		
E-mail Address tneilson@cde.ca.gov				Telephone (916) 445-5568		
Signature of the State Superintendent of Public Instruction or Designee 				Date April 4, 2022		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>						
Printed Name of Authorized Agent Linda Granger				Title Superintendent		
E-mail Address lgranger@edenrop.org				Telephone 510-293-2901		
Signature 				Date 4.13.2022		



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Acceptance and the Expense of Funds from Chabot College for Work-Based Learning Services for the 2021-2022 School Year

BACKGROUND

The Eden Area ROP has partnered with Chabot's First Year Experience (FYE) program for several years, facilitating work-based learning opportunities for students in the program and planning joint events for college and high school students like manufacturing and medical careers day throughout the year.

CURRENT SITUATION

Chabot college has provided the Eden Area ROP with \$10,000 to support the cost of staff time involved in providing work-based learning services to Chabot College.

CONSENT CALENDAR



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2021-2022 School Year

BACKGROUND

The Adult Education department has three positions: Director, Administrative Support Specialist and Program Specialist. This enables us to maintain proper accounting controls with separation of duties.

CURRENT SITUATION

The Administrative Support Specialist and Program Specialist are transitioning to the Orbund student information system (SIS) this year. During the time while adult classes were still running, both positions had to manage the old system as back up while transitioning to the new SIS. As the end of the fiscal year is approaching, there are accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2021-2022 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for department's special projects.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2021-2022

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2900 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider") for the 2021-2022 school year.

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. Sonia Elgar has a background in Administration, Accounting, Budget, Auditing, Receivable, and Purchasing and is willing to provide services to Eden Area ROP based on this background.

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of but not limited to the following:
 - Fiscal and budget analysis for Adult Programs and Apprenticeship

Term of Agreement

2. The term of this Agreement will be from April 2022 and will remain in full force and effect until June 30, 2022 not to exceed 110 total hours, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$70.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
5. Service Provider must submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement.

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

19. The Service Provider agrees to hold harmless and indemnify Eden Area ROP and its Governing Board, officers, agents, and employees from any and all claims and losses accruing or resulting against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 1st day of April, 2022.

Sonia Elgar, Service Provider

Date

Craig Lang, Director of Adult Programs
Eden Area ROP

Date



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board approve the Subaward Agreement with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) for the 2022 Calendar Year

BACKGROUND

The Hayward Promise Neighborhoods program (HPN) is a cradle-to-career federal grant program aimed at transforming a specific neighborhood. The HPN collaborative has successfully applied for two rounds of this five-year grant program. California State University East Bay serves as the fiscal lead for this grant collective in which there are 11 partner organizations.

CURRENT SITUATION

Hayward Promise Neighborhood (HPN) is designed to address the educational disparities and high dropout and low graduation rates at the focal schools in South Hayward. Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students.

This subaward agreement is for year five of the five-year grant cycle.

CONSENT CALENDAR

Subaward Amendment

Amendment No Subaward No

Pass-Through Entity (PTE)

Subrecipient

Entity Name Contact Email Principal Investigator Project Title PTE/Prime Award No. Awarding Agency

Cumulative Budget Period(s)

(Agreement Start Date)

(End Date of Latest Budget Period)

Amount Funded This Action

Total Amount of Funds Obligated to Date

Start Date: End Date: Subrecipient Cost Share Subject to FFATA

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

 Additional Budget PeriodAdditional budget period - is hereby added to this Subaward. **No Cost Extension** **Additional Funding**Additional funding in the amount of is hereby obligated to this Subaward.Carryover is

(If changing carryover restrictions from prior Agreement, PTE must use the bilateral modification template)

 Carryover Authorized **Detailed Budget/Scope of Work Attached** (Select any that apply) New Budget Supplemental Budget Notice of Award Revised Budget Carryover Budget

The selected document(s) are hereby incorporated by attachment to this Amendment. The scope of work remains unchanged.

For all other contractual changes, the PTE must use the bilateral modification template*For clarity: all amounts stated in this amendment are in United States Dollars.***All other terms and conditions of this Subaward Agreement remain in full force and effect.**

By an Authorized Official of PTE:

Date


Cathy Sandeen (Jan 16, 2022 09:28 PST)Name Title

The Subrecipient is not required to countersign this amendment. Unilateral acceptance of this modification does not bypass internal approval processes of the Subrecipient. If Subrecipient would like to terminate this action, a request should be directed to PTE's Administrative Contact.

			Year 5 Budget Request	Year 5 Revised Match Request
Personnel	Salary	FTE		
Superintendent	196,000	5%	-	19,700
Work Based Learning Specialist	98,142	41%	40,037	60,466
Program Coordinator	157,957	5%	-	15,614
CTE Instructors			-	49,446
Adult Program Administration			-	7,716
Adult Program Instruction			-	-
Clerical Support			-	-
Entrepreneurship Instructor THS			76,252	-
High School CTE Program Enrollment	76,964	300%	-	250,613
Subtotal Personnel			116,289	403,555
Fringe/Benefits				
Fringe/Benefits @ 33%			38,375	
Fringe/Benefits Match				133,173
Subtotal Fringe/Benefits			38,375	133,173
Travel				
Conference travel			-	-
Subtotal Travel			-	-
Equipment-None				
Subtotal Equipment			-	-
Supplies				
Entrepreneurship program supplies			-	
Adult Program Supplies			35,198	
Subtotal Supplies			35,198	-
Consultants/Contracts				
Busses for field trips for CTE students			-	
Credit Recovery and Case Management			73,000	
Subtotal Consultants/Contracts			73,000	-
Construction- None				
Subtotal Construction			-	-
Other-None				
Subtotal Other			-	-
Total Direct Costs			262,862	536,728
Indirect Costs- Federally Negotiated @ 10.83%				70,559
Training Stipends- None				
Subtotal Stipends			-	-
Total Costs			262,862	607,287

Signature: 
Jon Medwin (Jan 13, 2022 16:27 PST)

Email: jon.medwin@csueastbay.edu

Signature: 
Maureen Pasag (Jan 13, 2022 17:28 PST)

Email: maureen.pasag@csueastbay.edu










South Hayward Promise Neighborhood_W1183-304_Amend 06_EAROP_Y5.


Final Audit Report

2022-01-16


Created:	2022-01-14
By:	Yashmeen Imroz (yashmeen.imroz@csueastbay.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIHjNnZouvbhDydKNWFxOQ69mi7hMUb1

"South Hayward Promise Neighborhood_W1183-304_Amend 06_EAROP_Y5." History

-  Document created by Yashmeen Imroz (yashmeen.imroz@csueastbay.edu)
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-  Document emailed to Jon Medwin (jon.medwin@csueastbay.edu) for signature
2022-01-14 - 0:22:28 AM GMT
-  Email viewed by Jon Medwin (jon.medwin@csueastbay.edu)
2022-01-14 - 0:26:29 AM GMT- IP address: 134.154.228.29
-  Document e-signed by Jon Medwin (jon.medwin@csueastbay.edu)
Signature Date: 2022-01-14 - 0:27:24 AM GMT - Time Source: server- IP address: 134.154.228.29
-  Document emailed to Andre Johnson (andre.johnson@csueastbay.edu) and Maureen Pasag (maureen.pasag@csueastbay.edu) for signature. One of them to sign
2022-01-14 - 0:27:27 AM GMT
-  Email viewed by Andre Johnson (andre.johnson@csueastbay.edu)
2022-01-14 - 0:35:54 AM GMT- IP address: 66.249.84.60
-  Email viewed by Maureen Pasag (maureen.pasag@csueastbay.edu)
2022-01-14 - 0:44:39 AM GMT- IP address: 134.154.228.20
-  Document e-signed by Maureen Pasag (maureen.pasag@csueastbay.edu)
Signature Date: 2022-01-14 - 1:28:56 AM GMT - Time Source: server- IP address: 134.154.228.20
-  Document emailed to Cathy Sandeen (cathy.sandeen@csueastbay.edu), Derek Aitken (derek.aitken@csueastbay.edu) and Rebecca Olivera (rebecca.olivera@csueastbay.edu) for signature. One of them to sign
2022-01-14 - 1:28:59 AM GMT

 Email viewed by Derek Aitken (derek.aitken@csueastbay.edu)

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 Email viewed by Cathy Sandeen (cathy.sandeen@csueastbay.edu)

2022-01-14 - 2:10:31 PM GMT- IP address: 172.225.88.245

 Email viewed by Rebecca Olivera (rebecca.olivera@csueastbay.edu)


2022-01-14 - 2:56:44 PM GMT- IP address: 172.225.88.245

 Email viewed by Rebecca Olivera (rebecca.olivera@csueastbay.edu)

2022-01-15 - 4:25:23 AM GMT- IP address: 172.225.88.244

 Email viewed by Derek Aitken (derek.aitken@csueastbay.edu)

2022-01-16 - 6:46:16 AM GMT- IP address: 66.249.84.54

 Email viewed by Cathy Sandeen (cathy.sandeen@csueastbay.edu)

2022-01-16 - 5:28:04 PM GMT- IP address: 66.249.84.47

 Document e-signed by Cathy Sandeen (cathy.sandeen@csueastbay.edu)

Signature Date: 2022-01-16 - 5:28:30 PM GMT - Time Source: server- IP address: 76.102.199.142

 Agreement completed.

2022-01-16 - 5:28:30 PM GMT



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Amended MOU with the Tri-Valley ROP for Pathway Coordination under the K12 Strong Workforce Program from March 2020 through December 2022

BACKGROUND

The California Department of Education has allocated \$12 million per year of Strong Workforce Program funds for staffing Pathway Coordinators throughout the state. This funding allows for one Pathway Coordinator to support the programs that support each of the community college districts throughout the state. Eligible LEAs apply to host the Pathway Coordinator on behalf of the feeder districts to the local community college district.

CURRENT SITUATION

The current MOU was approved by the Governing Board in December 2020 and is being amended to add an additional round of funding and extend the duration of the agreement through December 31, 2022.

CONSENT CALENDAR

**FIRST ADDENDUM TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND
TRI VALLEY REGIONAL OCCUPATIONAL PROGRAM**

Item three of the MOU is revised as follows:

3. Term of MOU: This MOU is in effect from March 1, 2020 through December 31, 2022

Year 1: March 1, 2020 through December 31, 2020

Year 2: July 1, 2020 through December 31, 2021

Year 3: January 1, 2022 through December 31, 2022

5. Responsibilities of Eden Area Regional Occupational Program: The DISCTRICT agrees to follow the guidelines set forth by the SWP Pathway Coordinator Chancellor’s Office. The DISTRICT will invoice for qualified grant expenditures in a timely manner to CONTRACTOR as indicated by the Chancellor’s Office for services satisfactorily rendered pursuant to this MOU, a total fee not to exceed \$190,000 (Year 1: \$62,500, Year 2: \$62,500, Year 3: 65,000).

All other elements of the MOU remain in full force and effect.

Eden Area Regional Occupational Program

Tri Valley Regional Occupational Program

Linda Granger, Superintendent
Eden Area Regional Occupational Program

Julie Duncan, Superintendent
Tri Valley Regional Occupational Program

Date

Date



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2022-2023 School Year

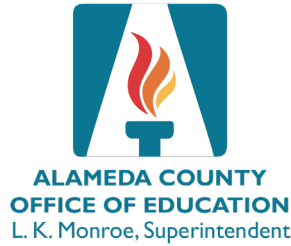
BACKGROUND

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

CURRENT SITUATION

The attached is the agreement renewal with ACOE, effective July 1, 2022 through June 30, 2023.

CONSENT CALENDAR



2022/2023

**Delivery Services Agreement
With
The Alameda County Office of Education**

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

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

The cost of providing the service is \$ 4,348.12 for **2022/2023** with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from **July 1, 2022** through **June 30, 2023**.

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

Delivery to the DISTRICT shall be made to the following address only: (Please contact Denise Carrillo to make any address or contact changes at 510-670-4555 or email dcarrillo@acoe.org.)

26316 Hesperian Blvd., Hayward, CA 94545

The contact person at the delivery site will be:

Anthony Oum/510-293-2906

The COUNTY OFFICE will:

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

3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.
4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

The DISTRICT will:

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

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

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$5,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

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

Eden ROP

Alameda County



Authorized Agent

Date: 06/16/2022

Dr. Candi Clark

Associate Superintendent of Business Services
Alameda County Office of Education

for Alameda County Office of Education

Date: _____



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Blackboard for Website Hosting Services for the 2022-2025 School Years

BACKGROUND

Each year the Eden Area ROP contracts for website hosting services. Blackboard (formerly Schoolwires) is an experienced website developer. As technology evolves, the typical lifespan for a website is 2-4 years. The Eden Area ROP has been using the same template for over 10 years.

CURRENT SITUATION

The current website template is outdated and lacks the functionality needed to comply with the regulations required for public schools. Updating the website template provided by Blackboard will address this issue. Additionally, it will support the communication goal outlined in the WASC self-study action plan. There is a one-time fee to convert our current website to the new format of \$7,500, an annual fee of \$1,000 and one-time training fee to train staff regarding how to maintain the website of \$1,000.

CONSENT CALENDAR

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **EDEN AREA ROP** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$9,550.00
Period 2	\$1,000.00
Period 3	\$1,000.00
Contract Total	\$11,550.00

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Jul-2022 to 30-Jun-2023	\$1,000.00
1	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Jul-2022 to 30-Jun-2023	\$50.00
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP	01-Jul-2022 to 30-Jun-2023	\$0.00
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	01-Jul-2022 to 30-Jun-2023	\$680.00
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	01-Jul-2022 to 30-Jun-2023	\$320.00
1	WCM-MWY-TMPL	CREATIVE MYWAY ULTRA SNG TEMPL	01-Jul-2022 to 30-Jun-2023	\$7,500.00
Period 1 Total				\$9,550.00

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	\$1,000.00
Period 2 Total				\$1,000.00

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	\$1,000.00
Period 3 Total				\$1,000.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term (period 3), this Order Form shall terminate.
3. Effective Date: 01-Jul-2022


C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

N/A


In Process

Sales Approved: Chris Prince
Initial: 

Sales Approved:
Initial:

Customer: EDEN AREA ROP
Signature:

Name:
Title:
Date:

Blackboard Inc.
Signature:

Name: Michael Pohorylo
Title: Associate General Counsel
Date: 01-Jun-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.
PO Number: PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optional):
Attach Tax Exemption (Optional):

Invoicing
Send Invoices via email to:
1. Name: Email:
2. Name: Email:
3. Name: Email:

In Process

BLACKBOARD® Master Agreement for All Products and Services

The terms contained herein (the "**Master Agreement**") and any accompanying Blackboard ordering document (an "**Order Form**"), or the acceptance by Blackboard of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement ("**Agreement**") between the entity listed in any Order Form (hereafter, "**Customer**" or "**you**") and the Blackboard entity listed in any Order Form (hereafter, "**we**", "**us**" or "**Blackboard**"), with respect to the products and/or services listed in any Order Form ("**Products and Services**").¹

1. APPLICABILITY OF THIS MASTER AGREEMENT

This Agreement governs: (a) your rights to access and use software licensed on a term or perpetual basis ("**Software**"); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term ("**SaaS Services**"); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive other than Student Support Services ("**Support**"); (d) any professional services ("**Professional Services**"); (e) any managed hosting services, cloud hosting services or other hosting services ("**Hosting Services**"); (f) any hardware and/or firmware ("**Equipment**"); and (g) any student support services ("**Student Support Services**").

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services or Hosting Services. With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Blackboard to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. With respect to Software, for the Term, or where a license is specified as "perpetual", on an ongoing basis unless and until terminated as provided herein, we grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A "**Designated Configuration**" shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 Evaluation License. If Customer is provided an Evaluation License, Blackboard grants you a limited, non-exclusive, non-transferable non-sublicensable license to install and use one (1) Evaluation copy of the Software, SaaS Services or Hosting Services, as applicable, ("Evaluation License") subject to the obligations herein and solely in connection with your internal evaluation of the Software, SaaS Service or Hosting Services and not for any production or commercial purpose.

2.4 API License. If you are purchasing an application programming interface ("**API**") license, other than a Learn API as defined below, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form. The API(s) are provided in the form of a web service that enables a "connection" into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

2.5 Authorized Users. You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those individuals defined in the Terms Applicable to Specific Products and Services, below ("**Authorized Users**").

2.6 License Restrictions. You may not use the Software, Hosting Services, or SaaS Services beyond the usage, storage or other applicable limitations set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software, Hosting Services, or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services, Hosting Services, or Software except as expressly permitted by applicable law, rule or regulation ("**Law**"); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services, Hosting Services, or Software; (iv) use the SaaS Services, Hosting Services, or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services, Hosting Services, or Software; or (vi) use the SaaS Services, Hosting Services, or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services, Hosting Services, or Software are hosted (including where such use interferes with any other customer's use thereof).

2.7 Delivery. Delivery shall be deemed complete when Blackboard notifies you that you have the ability to access the Software, Hosting Services, or SaaS Services.

3. SUPPORT, SERVICE LEVEL AGREEMENTS, AND OVERRAGES

If you license or are otherwise eligible to receive Support, or are eligible for service level agreements, or you exceed contract limits, such Support (or service level or overage rate, as applicable) will be provided as described in the Blackboard Customer Support Services Guide ("**Services Guide**") service level agreement, overages and/or specifications document located at <https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o> for the relevant Products and Services. As stated in these service level agreements or other Customer Support documents, overages may be charged for additional Customer usage beyond the applicable limitations, and for additional storage and/or bandwidth needed to support excess Customer usage. Our failure to satisfy a service level shall not be a breach of this Agreement and, your sole and exclusive remedy (if any) in such event shall be as expressly set forth in the applicable service level agreement. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. We reserve the right to discontinue any Product or Service during the Term for any reason, but in such event we will notify you and, as Customer's sole and exclusive remedy, Blackboard shall provide a pro rata refund for any unused portion of the Products and Services, as applicable.

4. PROPRIETARY RIGHTS

¹ If you have previously purchased products and/or services with Blackboard, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

4.1. Customer Property. Customer Property is and shall remain your sole and exclusive property. **"Customer Property"** means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

4.2. Blackboard Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

4.3. Blackboard Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected.

4.4. Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5. Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Blackboard liability, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6. Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials unless and until you provide us a written request to discontinue such use.

4.7. DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Blackboard Inc., 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190, Email: GeneralCounsel@blackboard.com, +1-202-463-4860.

5. PROTECTION OF PERSONAL INFORMATION

Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. We agree to treat Personal Information as confidential, as described in the Data Processing Addendum ("DPA") available at <http://agreements.blackboard.com/bbinc/data-processing-addendum.aspx>. The DPA applies whenever Personal Information is Processed (as defined in the DPA) under the Agreement.

6. DATA SECURITY

We will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect Customer Property, including Personal Information. The security measures applied to Customer Property are described in Annex B of the DPA.

7. PROFESSIONAL SERVICES

7.1. If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors.

7.2. Security. While on Customer's premises, our employees and subcontractors will comply with all reasonable security practices prescribed by Customer to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Blackboard, its employees or subcontractors.

8. FEES AND TAXES

8.1. Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days' advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2. Excess Use Fees. Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Blackboard. Any failure by Blackboard to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.

8.3. Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or

after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4. Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5. Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. Blackboard reserves the right to invoice for the value of the annual fees for any subsequent renewal period, even in the absence of an issued purchase order, where use of the Products and Services continue beyond the then-contracted term.

9. TERM AND TERMINATION.

9.1. Term. The term ("Term") is defined in the applicable Order Form referencing the Agreement.

9.2. Termination for Breach. If either party materially breaches any obligation under the Agreement, the non-breaching party may terminate the Agreement in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, Blackboard may terminate the Agreement immediately upon written notice to you if you materially breach the provisions of the license usage restrictions set forth in the Agreement. Except for termination rights in this section, the parties have no other right of early termination.

9.3. Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Blackboard's uncured material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.4. Reserved Rights. Without limiting the foregoing, we reserve the right to allocate, limit or delay delivery of, or suspend access to our Products and Services, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event (as defined in Section 14.7 below) whereby the performance or operation of our Products or Services becomes overburdened, impaired, impracticable, or their economic viability is otherwise affected.

9.5. Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 9.5, 10.4, 11, 12, 13, 17.5, 22.7, and 24.2 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1. By Blackboard. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. **"Software Error"** means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us ("**Documentation**"), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

10.2. Australian Consumer Law. To the extent you are located in Australia: The supply of the Products or Services under this Agreement may be subject to the Australian Consumer Law, Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"). Where this is the case, the following statement applies in respect of any failure to comply with the consumer guarantees under the Australian Consumer Law: Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Laws apply, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, subject to the limitation of liability below. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.3. By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

10.4. Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1. Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2. Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3. Essential Basis. The Parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

11.4. Australia Consumer Law. To the extent you are located in Australia: THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON A PARTY BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO ABOVE IS LIMITED, AT THE OUR OPTION, TO: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (2) THE REPAIR OF THE GOODS; (3) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (II) IN THE CASE OF SERVICES: (1) THE SUPPLYING OF THE APPLICABLE SERVICES AGAIN; OR (2) THE PAYMENT OF THE COST OF HAVING THE APPLICABLE SERVICES PERFORMED AGAIN.

12. INDEMNITIES.

12.1. Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "**Customer Indemnitee**") resulting from our gross negligence or willful misconduct, or alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2. Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c).

12.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a "**Blackboard Indemnitee**") resulting from (a) any use of the Products and Services beyond the scope of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Blackboard Indemnitee. Blackboard shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) - (d) above.

12.4. Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1. Confidential Information. "**Confidential Information**" means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Blackboard Property and all Customer Property.

13.2. Nondisclosure and Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their

obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

13.3. Exceptions to Confidential Treatment. Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1. Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2. Conflict Resolution. If any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"). All arbitration proceedings will be conducted pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the Parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

The applicable governing Law and place of the arbitration will be as follows: a) if you acquired the applicable Product or Service in North America or South America, the governing Law is New York unless you are located in the United States and you are legally required to be bound by the state in which you are domiciled, and in such case, the governing law shall be such state and the place of arbitration is Washington, D.C.; b) if you acquired the applicable Product or Service in the European Union, the Middle East, or Africa, the governing Law is The Netherlands and the place of arbitration is Amsterdam, The Netherlands; c) if you acquired the applicable Product or Service in the UK, the governing Law is England and Wales and the place of arbitration is London, England; d) if you acquired the applicable Product or Service in Australia or New Zealand, the governing Law is South Australia and the place of arbitration is Adelaide, South Australia; and e) if you acquired the applicable Product or Service in a region not otherwise mentioned above, the governing Law is Singapore and the place of arbitration is Singapore.

14.3. Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4. Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger or consolidation of either party, or any entity that purchases a majority of the voting securities of either party, or all or substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Blackboard Inc., Attn: General Counsel, 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190 or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@blackboard.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt. **Due to ongoing disruptions of the COVID-19 Pandemic, Blackboard reserves the right to provide email Notice, with electronic delivery confirmation, to the current principal Customer contact. Actual receipt constitutes effective Notice as of the time of receipt.**

14.6. Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

14.7. Force Majeure. Notwithstanding anything to the contrary in the Agreement, neither party will be responsible for any failure to fulfill its obligations, in whole or in part, due to causes beyond its reasonable control ("Force Majeure Event"), including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances or work stoppages, riots, wars, or hostilities, terrorist acts, epidemics, pandemics, a substantial change in market conditions, or other global or local health emergencies, Center for Disease Control advisories or inability to obtain any export or import license or other authorization of any government authority. We reserve the right to reasonably charge for any and all excessive usage and or usage beyond reasonable historical norms (yours or similarly situated clients not experiencing a Force Majeure Event or similar) and to the extent this is in excess of our actual costs we will give you notice.

14.8. Relationship. Blackboard and Customer are independent contracting parties. The Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

14.9. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

14.10. Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

15. BLACKBOARD LEARN™

15.1. Grant of License and Test Copies for Self-Hosted Software. Subject to your obligations under the Agreement, Blackboard grants you a non-exclusive, non-transferable, non-sublicensable license to install and use one (1) production copy and one (1) Test Copy (as defined below) of the Software for one installation at Customer's Designated Server Site (as defined below) solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Property, including content, to your Authorized Users and to use the Documentation in support of your authorized use of the Software. You agree not to install or use any Software on any computer, network, system or equipment other than on a Designated Configuration at the physical location where the Software will be installed, as identified in the Order Form (the "Designated Server Site"), except with our prior written consent. The Software may access, use or integrate Java Software. Such Java Software is licensed to you under the terms of Oracle's Standard Binary Code License Agreement currently found at: <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>.

15.2. Test Copies of Software or SaaS Services. Self-hosted Software and SaaS Services licensees are provided one (1) Test Copy of the Software or SaaS Services. If you purchase the Blackboard Managed Hosting Non-Production Test Environment, we will host the Test Copy of the Software for you. A "Test Copy" is a copy of the Software or a sandbox environment for the SaaS Services used solely for non-production testing purposes and is not supported or warranted.

15.3. Grant of Learn API License. We grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access our public Learn-related API's ("Learn API"). The Learn API(s) are provided in the form of one of the following: a Building Block API, a REST API or a web service, that enables a "connection" into our servers. We will provide you with the information necessary to enable your use of the Learn API(s). You may not use or install the Learn API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the Learn API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our Services.

15.4. Use Limitations. Your usage is limited by the number of Authorized Users, FTE, Bandwidth and Storage set forth in the Order Form or the support terms of the Agreement. An "Authorized User" (or User or Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Authorized Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non Traditional Users"), provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval. Your usage in terms of the number of Authorized Users is determined by first taking the sum of unique authenticated users on a monthly basis (the "Monthly Active Users"). For each annual contract period, the Authorized Users is equal to the average of the Monthly Active Users. This calculated average is then compared to the Authorized Users limitation set forth in the Order Form or support terms of the Agreement. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non Traditional Users provided, however, that Full time students shall not include any third party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. "Storage" means the highest amount of storage utilization during the respective annual term of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). Storage is only sold in 1 TB allotments. By way of example only, if you are contracted for 1TB of storage, and your storage reaches 2TB in month two of your contract, you will be charged for 2TB of storage for that annual term of the contract. Additional Authorized Users, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Authorized Users, FTE, or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fee

15.5. Your Operations. For clarity, if your primary operations involve in-classroom instruction in a physical location, the SaaS Services or Hosting Services you purchase pursuant to your Order Form will be designed to augment in-classroom instruction in a physical location. If, on the other hand, your primary operations involve virtual instruction via the Internet, the SaaS Services or Hosting Services you purchase will be designed to support those fully virtual operations rather than in-classroom instruction in a physical place. If, during the Term, your primary mode of operations changes from in-classroom instruction in a physical location to fully virtual instruction via the Internet, or vice-versa, you must notify Blackboard immediately as your license will not support such a transition in operations, and you will need to purchase the SaaS Services or Hosting Services applicable to your new operations.

16. BLACKBOARD COLLABORATE

16.1. Use Limitations. Your usage is limited by the number of Authorized Users, Minutes, FTE, and Storage set forth in the Order Form or support terms of the Agreement. An "Authorized User" (or User or Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Authorized Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non-Traditional Users"), provided, however, that Authorized Users shall not include any third-party commercial providers without our prior written approval. Your usage in terms of the number of Authorized Users is determined by first taking the sum of unique authenticated users (via an LMS integration or authenticated into Collaborate via an invitation link) plus the peak of unauthenticated (guest) users on a monthly basis (the "Monthly Users"). For each annual contract period, the Authorized Users is equal to the average of the Monthly Users. This calculated average is then compared to the Authorized Users set forth in the Order Form or support terms of the Agreement. A "Minute" means each sixty-second interval in which an Authorized User is attending a session, event or playing back a recording of a session or event. For purposes of illustration only, 5 people in a 30-minute Collaborate session = 150 minutes; and if 3 of those 5 people watched the full 30-minute recording, you would incur an additional 90 minutes; for a total of 240 minutes total. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non-Traditional Users provided, however, that Full time students shall not include any third-party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form.

are sold in increments of 1 million minutes. "Storage" means the highest amount of storage utilization during the respective annual term of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). By way of example only, if you are contracted for 1TB of storage, and your storage reaches 2TB in month two of your contract, you will be charged for 2TB of storage for that annual term of the contract. Storage is only sold in 1 TB allotments. Additional Authorized Users, Minutes, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Authorized Users, FTE, or unused Minutes or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

16.2. Your Operations. For clarity, if your primary operations involve in-classroom instruction in a physical location, the SaaS Services or Hosting Services you purchase pursuant to your Order Form will be designed to augment in-classroom instruction in a physical location. If, on the other hand, your primary operations involve virtual instruction via the Internet, the SaaS Services or Hosting Services you purchase will be designed to support those fully virtual operations rather than in-classroom instruction in a physical place. If, during the Term, your primary mode of operations changes from in-classroom instruction in a physical location to fully virtual instruction via the Internet, or vice-versa, you must notify Blackboard immediately as your license will not support such a transition in operations, and you will need to purchase the SaaS Services or Hosting Services applicable to your new operations.

17. BLACKBOARD CONNECT; MASS NOTIFICATION SERVICES

17.1. Authorized Users; Recipients. Your Authorized Users are your employees. You will only use the Product and Service to send messages to the number and type of Recipient(s) specified in the Order Form, and to the extent not so specified, as defined below. You will provide all contact data for Recipients (the "**Recipient Data**"). You represent, warrant and covenant that you will not use the Product and Service for the purpose of sending commercial messages, including, without limitation, offers to purchase, sell, barter or lease commercial products, goods, or services. Unless otherwise indicated on an Order Form, telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii, and Canada. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees, shall be payable by you or Recipient. Unless otherwise specified on the Order Form, a "**Recipient**" shall be the following with respect to each type of customer entity listed:

- **K-12 Institution:** Parents of enrolled students, administrators, students, faculty, staff, and board members of the institution.
- **Higher Education Institution:** Enrolled students, faculty, and staff of the institution.
- **Government:** Households, businesses, and other related individuals within the government entity's jurisdiction.
- **Corporate:** Employees, consultants, contractors, and board members of the corporation.

17.2. Connect with Teacher. Blackboard Connect with Teacher will enable your teachers to send pre-recorded telephone comments to parents of students in a designated language. We will provide support to a designated administrator ("**Teacher Champion**") at your institution or entity. The Teacher Champion will in turn support the teachers using the Blackboard Connect with Teacher Product and Service.

17.3. Web Portal. If you elect to link to and use the web interface provided by us (the "**Web Portal**"), you agree that the Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If you elect to use the Web Portal, we grant for the period of the Term (as defined below) to you a limited non-exclusive, worldwide, royalty-free license to place a digital image of the applicable sign-up Logo, which will be presented to you (the "**Image**"), on an appropriate page of your Internet site, with a hyperlink to our Web Portal site (the "**Link**") currently at <https://portal.blackboardconnected.com/>. You may not use any other trademark or service mark in connection with the Image without our prior written approval. The Link may not be used in any manner to provide an Authorized User with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by you or anyone other than us. You may not allow the Image to be linked to any other web site. You may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. We will have the right to review all uses of the Image for quality control purposes and proper compliance. We reserve the right to modify permission to use the Image and/or the Link at any time.

17.4. Weather Alerts. If you are licensing our weather alerts Service, you agree that we are delivering weather information created and provided by a third-party public service, and not by us. Weather forecasting is an inexact science. We shall have no responsibility or liability whatsoever to you or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. **IN NO EVENT WILL WE BE RESPONSIBLE FOR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.**

17.5. Representations, Obligations, and Indemnity. You represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of Recipient Data, the Product and Service, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Product and Service, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"), and where applicable, the legislation commonly referred to as Canada's Anti-Spam Legislation (S.C. 2010, c. 23) ("**CASL**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained consents that may be required by the Telemarketing Laws, CASL and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; (e) you will have in place reasonable safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "**First Responder Services**") which do not utilize the Product and Service; (f) you will not take actions that will subject Blackboard to any Laws due to the import of Recipient Data; (g) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not send Messages to Recipients who have opted out of receiving Messages from you; (h) if you purchase data from us, you will only use such data purchased from us to contact individuals pursuant to the use of the Product and Service and are prohibited from downloading or making copies of such data purchased from us if such activity would violate a Law or contract; and (i) where you are providing a Recipient count or other data for the purposes of our Product and Service pricing quotations, such information shall be true and correct. You will designate qualified personnel to act as liaisons between you and us respecting technical, administrative and content

matters, and providing accurate and current contact information. We shall have the right to require you to provide a legal compliance plan in connection with your use of our mass notification services and audit your compliance with such plan as well as with subsections (a), (b), (c), (d), and (g) above. Failure to comply with any provision of this Section 17.5 is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third-party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

17.6. Emergency & Outreach Messaging. If you are purchasing Messaging restricted by use-case, the following definitions shall apply. An "**Emergency**" is a serious and unexpected incident, situation, or natural phenomenon that may require action but is not immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An "**Emergency Message**" is a Message sent to all Recipients in connection with an Emergency. An "**Outreach Message**" is a Message sent to one or more Recipients for general outreach and informational purposes that is not an Emergency Message.

17.7. Remedies and Disclaimers. Due to the nature of mass notification services, in the event of the Product and Service's failure to comply with the Agreement, your sole and exclusive remedy shall be to terminate the Service. You agree that the Product and Service is not intended, nor designed, for use in high-risk activities, or in any situation where failure of the Product and Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE. You agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Product and Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Product and Service.

17.8. Training and Testing. Blackboard makes training on the Product and Service available to you, and recommendations for periodic testing of the configurations and operations of the Product and Service for Customer. You acknowledge that taking advantage of such training on a reasonable basis for appropriate personnel and performing such testing is your responsibility, and that failure to do so could result in the Product and Service not functioning as expected.

17.9. Marketing and Political Activities. The applicable Products and Services shall not be used for marketing or political activities.

17.10. Excessive Usage. During times of prolonged, excessive usage of the Products and Services, we reserve the right to charge you additional fees not exceeding our estimated incremental costs, including applicable fees and taxes, for such Excess Usage. The term "**Excess Usage**" shall mean the amount of SMS texting segments and/or phone voice minutes per FTE initiated through the Connect and/or Mass Notification services during a calendar month over 20 such segments or minutes per FTE in any two or more consecutive calendar months above such level. We shall use best commercial efforts to notify you through our client portal, our representatives, and/or via email prior to assessing any such additional charges, which shall not exceed \$.0065 per segment or minute. Unless otherwise specified in the Order Form, "**FTE**" is defined as the number of full-time students plus half of the part-time students enrolled at your institution. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

18. SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS

Third-Party Services. You acknowledge that the Products and Services may assist you to access or themselves automatically access, interact with, and/or purchase services from third parties via third-party social media and similar websites or applications (collectively, the "Third-Party Services"). You authorize any such access. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, services provided, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Blackboard. Blackboard makes no representation and shall have no liability or obligation whatsoever in relation to the content provided to or available at, use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.

19. SCHOOLWIRES, EDLINE & WEBSITE COMMUNITY MANAGEMENT PRODUCTS

19.1. License Grant. You shall have a right to use those website community management SaaS Services purchased under an Order Form. Certain SaaS Services may include use of a website or other web-based learning environment which is hosted by us (a "**Site**"). A Site which is built upon the designated website community management system is generally used as a client's primary internet website and additional Sites are typically used as one or more related sub-sites (such as an individual school's website or other secondary website). Where your licensing rights are limited by a specified number of Sites, such limit shall be determined by adding up all of your Sites, including both those that are used as primary websites and those used as secondary websites. In this regard, as used in the Order Form to establish licensing limitations, the following definitions shall apply:

"Channels." A group of one or more closely related FlexSites located within a Site. For example, an "Athletics" Channel may contain FlexSites for various teams such as Varsity Football, Varsity Soccer and Varsity Baseball.

"FlexSites." (Also referred to at times as "**Sections**"). A connected group of web pages devoted to a single topic or several closely related topics located within a Channel. For example, FlexSites can be used to provide online content for an individual class, club, athletic team and/or district policies. A client's rights of use in the SaaS Services are generally limited by a specified number of FlexSites as specified in the Agreement.

19.2. Usage Limitations. Depending on the website community management SaaS Services purchased, your use of the SaaS Services may be limited by bandwidth, storage or other limitations. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

19.2.1. Authorized Users. Authorized Users of the website community management SaaS Services may only be comprised of students, teachers, administrators, parents, staff and community constituents directly enrolled or otherwise affiliated with your district or institution who you authorize to access and use the SaaS Services in support of your educational operations. However, where you have purchased rights of use in a Site which is designed to display public-facing content, third party visitors may access the screen displays on the Site on a remote, web-enabled basis in order to view the Site content which you have chosen to display to the public.

19.2.2. Purposes. You may only use the website community management SaaS Services in accordance with the uses contemplated in the pertinent Documentation.

19.2.3. Authorized User accounts. If you purchase rights of use in website community management SaaS Services which are designed to enable collaborative learning and social networking within a school district, your right to use these SaaS Services shall be limited by a specified number of Authorized User accounts. The "Authorized User account" limitation shall be specified in the applicable Order Form and you shall not be permitted to allow use of the SaaS Services to anyone other than those individual account holders who are specified by name on a list maintained by you, where the total account holders shall not exceed the specified limitation.

19.2.4. Participants and Classrooms. If you purchase rights of use in website community management SaaS Services which facilitate a virtual international classroom exchange program, then your rights of use will be limited to a number of classrooms and associated participants as specified in the applicable Order Form.

19.2.5. Passkey Manager. If your license includes rights of use in the Passkey Manager, then our obligations to provide Support therefor shall extend only to the pre-built single sign-on configurations in the forms delivered by us as part of the general release version of this Service. We have no obligation to support the Passkey Manager if any third party changes their methodology or technology for authenticating their application or website resulting in a disruption of the pre-built configurations provided by us.

19.3. Monitoring the Site. You acknowledge that persons other than our employees, particularly students, may post inappropriate material on, or otherwise interfere with (e.g., by "hacking"), the Site. It may be difficult to determine precisely who took such actions or when they were taken. However, you agree that you are solely responsible and liable for monitoring the Site on a regular basis to ensure that it does not contain inappropriate material and is functioning properly. In the event that you discover any materials that should be removed from the Site, you will do so promptly or, if you cannot do so, will notify us immediately. In no event shall we be liable in any manner or form, or under any theory or cause of action, for inappropriate content or materials posted on your Site unless we post such content or materials.

19.4. Your Responsibilities. You acknowledge and agree that your use of the website community management SaaS Services does not and will not violate any applicable laws or third-party rights. You acknowledge and agree to comply with all applicable privacy laws, including without limitation FERPA, COPPA and state laws relating to student data privacy, regarding your use of the services to provide content to and collect information from your Authorized Users and visitors, including, without limitation, by posting your privacy policy on your Site and for making all required disclosures and obtaining all required consents, if necessary, from such Authorized Users and visitors with respect to your collection, use, and disclosure of personal information.

19.5. Authorized User Requirements. You shall ensure that the computing systems utilized by you and your Authorized Users meet the required browser and other configurations then specified by us (in the Order Form or on our website) as necessary for the operation of the SaaS Services and Site (other than equipment provided by us as part of our hosting obligations). We reserve the right to modify these requirements from time to time and will notify you of any material modifications by e-mail or otherwise.

19.6. Terms of Use and Privacy Policy. Where we provide access to our Terms of Use and Privacy Policy on the Site, you shall not remove, disable, impede access to or otherwise modify them.

19.7. Additional Ownership Rights. In addition to the ownership rights described in the Agreement, we shall own all right, title and interest in all website templates, the design and layout (including the "look and feel") of the Site, the underlying architecture and framework of the Site, and other content or deliverables developed by us for the Site.

20. MOBILE APPLICATIONS

Blackboard provides software ("**Mobile Software**") to access many of the Products and Services via a mobile device. The use of Mobile Software is governed by the terms and conditions referenced in the application store (e.g., Apple, Inc. or Google, Inc. app stores) relevant to the Mobile Software except with regard to the collection, use, and deletion of Personal Information on your behalf, which is governed by the Agreement. Blackboard makes no representation regarding the availability of third-party application stores or the Mobile Software's compatibility with mobile devices.

21. SMARTVIEW™

21.1. Authorized Users. Your Authorized Users are your employees. You will only use the Product and Service to provide help-desk guidance (including but not limited to guidance on financial aid, student accounts, registration and records) to current faculty and staff. In addition, if specified on the applicable Order Form, your current and prospective students may access the Self-Help portal of the Product and Service.

21.2. Representations and Obligations. You represent and warrant that: (a) you will comply with all applicable Laws, including those regarding Personal Information, in connection with your use of SmartView; (b) you will not store any Personal Information within SmartView; (c) you are responsible for communicating any necessary modifications to the Product and Service that arise due to changes in your internal policies or the Law; (d) in order to facilitate a reasonable method for us to obtain timely and automated access to institutional data, upon the Effective Date, your student information system (SIS) shall be integrated with Smartview, and depending on the scope of services, your learning management system (LMS) system and customer relationship management (CRM) system, may be integrated with Smartview; and (e) following the initial configuration of the Product and Service, you are responsible for any modifications or errors within the workflow routines in the Product and Service. The costs and timelines to complete any requested modifications to the Product and Service must be addressed in a mutually agreed Statement of Work.

21.3. Remedies and Disclaimers. You acknowledge that: (a) you are solely responsible for the accuracy of Personal Information or content in the Product and Service; (b) the KnowledgeBase in SmartView is for informational purposes only and it is your responsibility to update the content in the KnowledgeBase every twelve (12) months. Blackboard will not be held to any penalties associated with missed One Stop or Help Desk Service Level Agreements during any period where the KnowledgeBase has not been updated in the past twelve (12) months; (c) your Authorized Users will not provide any financial guidance or advice solely based on the Product and Service; (d) you agree that you are responsible for the actions or inactions of your Authorized Users; and (e) Blackboard shall have no liability associated with the guidance or advice provided to Students by such Authorized Users. Except

to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to defend, indemnify and hold us harmless against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the guidance or advice provided to Students using the Product and Service.

21.4. Additional Fees. In the event you do not integrate your system with Smartview as outlined in Section 22.2(d) above, Blackboard shall invoice you at the following specifications: for One Stop Services and Help Desk, you will be billed at the Premium Solution rate for the period of time that Smartview is not integrated with your systems; for Help Desk Services: (1) for per minute-based pricing models, we may charge you an additional 25% per minute; and (2) for per incident-based pricing models, we may charge you an additional 25% per incident. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

22. STUDENT SUPPORT SERVICES

22.1. Types and Estimates of Student Support Services. The Order Form will specify whether you have purchased inbound, live outbound, and/or automated outbound Student Support Services. The estimated number of annual Inbound Interactions, monthly Inbound Interactions, Average Handle Time, and quarterly Outbound Interactions, all as applicable and defined below, are also set forth on the Order Form. If these estimates exceed the actual parameters experienced in the relevant period, we shall be excused from any failure to meet any service levels for such period as outlined in the Statement of Work. The parties shall review the estimates at the end of any term and agree on updated estimates for any renewal term (including the payment of additional fees based on such updates) and update the Order Form accordingly.

22.1.1. Inbound Interactions. You represent that the estimated monthly Inbound Interactions is a reasonable estimate, and at the end of a term we shall be entitled to invoice you in accordance with the terms set forth herein. You acknowledge and agree that, if during any annual term, the actual number of Inbound Interactions exceeds your total Estimated Inbound Interactions ("Excess Inbound Interactions"), then at the end of the then-current annual term, we shall be entitled to charge you for all such Excess Inbound Interactions at a Per Incident Rate, plus a premium, as outlined in the Statement of Work. You may upwardly adjust estimated monthly Inbound Interactions for any future month upon delivery of 60 days' prior written notice to us.

22.1.2. Live Outbound Interactions. If the actual live Outbound Interactions exceeds the quarterly estimate by 15% or more, we will meet to determine whether the estimate for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees).

22.2. Provision of Service Desk Infrastructure. We shall provide the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable ("**Service Desk Infrastructure**") to Authorized Users designated by you who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on your behalf to provide the Student Support Services ("**Authorized Customer Support Users**") to students, faculty or staff members of yours located at or receiving or providing services through your institution ("**Authorized Users**").

22.3. Implementation. We shall provide an implementation project manager, implementation resources, and requisite tools to develop and implement your Student Support Services. Implementation services, development, and associated go-live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that your business processes necessitate a custom scope after contract signing, go-live dates could be impacted. We will also provide you with a customer service manager. During the implementation phase, the parties shall co-author the call script to be used by our representatives.

22.4. Availability. We shall use commercially reasonable efforts to make the Service Desk Infrastructure available. From time to time, it may be necessary for us to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure, as set forth in more detail in the Order Form.

22.5. Your Responsibilities. These responsibilities are essential to our achievement of service levels for you.

22.5.1. Access. You agree to provide us with any reasonable information and training required by us to establish the Service Desk Infrastructure. You will provide reasonable access to your personnel and arrange for us to have suitable access to your facilities (including suitable office space and resources for our personnel working on-site) and systems within your control necessary to perform the Student Support Services.

22.5.2. Cooperation. You agree to assign an executive sponsor and day-to-day project manager with final sign-off authority to review and approve processes, workflow, knowledge base and escalation procedures regarding the Student Support Services. Your personnel will actively participate in review and planning meetings, trainings, and the communication of processes and documentation reasonably required to provide the Student Support Services.

22.5.3. Usage Limitations. You shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk Infrastructure and Student Support Services, including not causing or permitting third parties to access such infrastructure or services.

22.6. Authorized Users. You acknowledge that we will rely on information provided by you. You agree to provide such information that is reasonably requested by us from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized Users, (ii) the email addresses and/or phone numbers of Authorized Users, (iii) student demographic information, and (iv) headcount data.

22.7. Representations and Indemnity. If you request that we contact any Authorized User or other person on your behalf ("**Recipient**"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Student Support Services, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Student Support Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and

will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

22.8. Changes and Oral Instructions. You shall, to the extent reasonably possible, provide us with no less than 60 days' prior notice of events that you anticipate will increase volume of the Student Support Services. We may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if we receive an oral instruction to proceed from your project manager or another authorized representative and we send a written confirmation of the oral instruction to you.

22.9. Added Definitions.

22.9.1. "Average Handle Time" means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.

22.9.2. "Inbound Interaction" means a single inbound Support Request from an Authorized User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

22.9.3. "Outbound Interaction" means an outbound interaction between the Service Desk and an Authorized User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a Blackboard Service Desk member and an Authorized User or automated (e.g., outbound text messages). An Outbound Interaction does not include (i) inbound Student Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

22.9.4. "Service Desk" means our personnel that provide Student Support Services to Authorized Users under this Section 24.

22.9.5. "Support Request" means a request for assistance received by Blackboard's Service Desk and/or Service Desk Infrastructure from an Authorized User, such as any answered phone call, answered email, or answered chat.

22.9.6. "Self-Service Incident" means students getting the information that they need using self-service technologies.

22.10. Travel. You will reimburse us for all reasonable travel expenses incurred by our employees in connection with the delivery of our services, unless stated otherwise. In the event that you choose to cancel a scheduled on-site visit within two (2) weeks of the scheduled event, Blackboard may invoice you for associated travel change fees.

22.11. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

23. BLACKBOARD ALLY

23.1. Grant of License. With respect to the Blackboard Ally service, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicensable, license to access and use the Blackboard Ally service made available by Blackboard.

23.2. No advice. We do not guarantee that the use of the Blackboard Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Blackboard Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.1), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.

24. MARKETING, ENROLLMENT, AND RECRUITMENT SERVICES

24.1. Marketing Services: Ownership of Marketing Deliverables. Marketing creative deliverables that are created or developed by Blackboard specifically for you pursuant to a Blackboard marketing services Statement of Work ("Marketing SOW"), including all marketing and media plans, and creative content such as slogans, artwork, media content, image files, videos, drawing, photographs, graphic material, film, music and web sites ("Customer Marketing Deliverables") shall be owned by you. You hereby license the Customer Marketing Deliverables to Blackboard during the Term of the Agreement solely to permit Blackboard to carry out its obligations under this Agreement and any associated Marketing SOW's. To the extent that any deliverable created under a Marketing SOW includes Blackboard intellectual property, Blackboard hereby licenses such Blackboard intellectual property to Customer for use solely as part of such deliverable. Such license shall survive expiration of the relevant Marketing SOW. Customer agrees that Blackboard shall have no obligation to host any of the deliverables under a Marketing SOW following the termination of such Marketing SOW.

24.2. Enrollment Services: Representations and Indemnity. If you request that we contact any prospective student, Authorized User, or other person on your behalf ("Recipient"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Enrollment Services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from

the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

25. BLACKBOARD REACH

25.1 License Grant and Use. For the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to access and use the Blackboard Reach service made available by us. The Blackboard Reach service provides your teachers and staff with the capability to initiate direct messages to household units, including students and their parents and caregivers, and allows students and their parents to respond to these messages through a two-way messaging ("**Two-Way Messaging**") functionality. In order to utilize the Two-Way Messaging functionality, Authorized Users will need to install a mobile application or navigate to a website. An internet connection is required.

25.2 Authorized Users. Unless otherwise specified on the Order Form, your Authorized Users are your employees, including administrators, faculty, and staff, and their message recipients, including parents or caregivers of enrolled students and enrolled students. You will only use the Blackboard Reach service to send messages to the number and type of Authorized Users specified in the Order Form, and to the extent not so specified, as defined herein. You will provide all contact data for Authorized Users. Unless otherwise indicated on an Order Form, messages may only be sent to recipients located within the 48 contiguous United States, Alaska and Hawaii, and Canada.

25.3 Your Representations. If you utilize the Blackboard Reach service to contact any Authorized User, you represent and warrant that you will comply with all applicable laws and contracts in connection with use of contact information for such Authorized User and with respect to the content and transmission of messages sent using the Two-Way Messaging functionality. You represent, warrant and covenant that you will not use the Blackboard Reach service for the purpose of sending commercial messages, including, without limitation, offers to purchase, sell, barter or lease commercial products, goods, or services.

25.4 Translation Service. Through the Blackboard Reach service, messages may be authored in one supported language and translated into another supported language (the "**Translation Service**"). We do not guarantee that messages translated through the Translation Service will be free of errors or mistakes. Moreover, the Translation Service may not be generally available at the time you purchase the Blackboard Reach service. You agree that if the Translation Service is not available to you during the Term, then (1) Blackboard is not in breach of this Agreement and (2) you are not owed any refund of fees paid by you to Blackboard. You shall not be permitted to use the Translation Service to translate more than 800 characters per calendar month per FTE (the "**Translation Limit**"). In the event that you exceed the Translation Limit, we reserve the right to charge you additional fees not exceeding our estimated incremental costs, including applicable fees and taxes, for each character translated beyond the Translation Limit. Blackboard reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Blackboard to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2022-2023 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2022-2023 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2022-2023

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Abraham Hill (the "Service Provider") between July 1, 2022 through June 30, 2023

Background:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2022 and will remain in full force and effect until June 30, 2023, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2021 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement.

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2022-2023 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2022-2023 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2022-2023

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Dr. Cindy Christovale (the "Service Provider") between July 1, 2022 through June 30, 2023

Background:

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

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

Services Provided

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

- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2022 and will remain in full force and effect until June 30, 2023, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2021 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and

necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement.

Costs and Legal Expenses

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

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Entire Agreement

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Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2022-2023 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2022-2023 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2022-2023

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Ellen Faryna (the "Service Provider") between July 1, 2022 through June 30, 2023

Background:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2022 and will remain in full force and effect until June 30, 2023, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2021 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement.

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2022-2023 School Year

BACKGROUND

The Eden Area ROP Educational Services Department is responsible for providing support and outreach to all member districts' students, parents, business partners, CTE teachers, case managers, counselors and administrators. This support involves coordinating job-like events, professional development and outreach activities. Evan Goldberg is a retired Eden Area ROP employee who served as an administrator for the organization prior to his retirement.

CURRENT SITUATION

Significant funding opportunities for CTE via competitive grants and an emphasis on work-based learning services continue to be a priority for our ROP center and partner districts. Evan's expertise is a valuable resource for the organization this year.

The attached is a copy of the agreement between Evan Goldberg and the Eden Area ROP to provide consulting services for the 2022-2023 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2022-2023

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2900 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Evan Goldberg (the "Service Provider") for the 2022-2023 school year.

BACKGROUND:

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

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
 - Provide extensive, contextualized one-on-one support to members of Educational Services Department
 - Provide unlimited phone and email contact to address any specific issues or concerns
 - Provide support in writing grants on behalf of the organization
 - Provide training to ensure smooth transition in management of existing grant programs

Term of Agreement

2. The term of this Agreement will begin as needed throughout the 2022-2023 school year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. The service provider will be paid \$125 per hour worked for a maximum of 500 hours. Days worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement.

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Titles/Headings

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Gender

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

Governing Law

24. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings

under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

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

Waiver

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

Additional Provisions

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

Evan Goldberg

Date

Linda Granger, Superintendent
Eden Area ROP

Date



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2022-2023 School Year

BACKGROUND

Joint Powers Authority ROP programs throughout the state have joined together with School Services of California to collectively advocate for the needs of career technical education programs statewide. Previously, this agreement has been managed via MetroEd as the fiscal lead. The rate for each ROP is based on the number of ROPs participating.

CURRENT SITUATION

The JPA ROP group meets regularly to identify and develop strategies to support the needs for CTE students. We have identified the following goals:

1. Preserve and protect the State's ongoing CTE funding and programs
2. Maintain flexibility of workforce
3. Preserve LCFF funding levels

CONSENT CALENDAR



Career Technical Education Joint Powers Authority Coalition

Letter of Agreement to Participate 2022-23

The _____ expresses its agreement to participate in the Career Technical Education Joint Powers Authority Coalition (Coalition), effective July 1, 2022, through June 30, 2023.

As a participant, our Joint Powers Authority (JPA) agrees to support and participate in legislative efforts for sustained funding for Career Technical Education (CTE) programs and direct funding for JPAs that provide CTE programs.

To assist in this effort, the Metropolitan Education District (MetroED) will contract with School Services of California Inc. (SSC) to provide legislative services for the Coalition. Legislative services shall include, but not be limited to, representing and advocating on behalf of the Coalition before the California State Legislature, the Governor’s Office, the California Department of Finance, the California Department of Education, the California Community College Chancellor’s Office, and other state departments, as appropriate.

In addition, SSC staff shall organize and facilitate at least two in-person meetings (to the extent possible) of the Coalition as well as regular conference calls throughout the year. Meetings and conference calls shall be used to provide policy updates on matters related to CTE and to give Coalition members a shared space to discuss best practices and to identify challenges and opportunities in their CTE programs. SSC staff will work with members of the Coalition to develop the agenda for the meetings and conference calls.

The contract on behalf of the Coalition shall be for the period of 12 months, beginning July 1, 2022, and terminating June 30, 2023. The contracted amount will be equal to \$4,500 per participant, which includes expenses.

The membership fee for July 1, 2022, to June 30, 2023, is \$4,500 per participant, for the term of the contract.

Superintendent Name:	
Email Address:	
Name of JPA:	
Enrollment Count:	County:
Mailing Address:	
Telephone No.:	Fax No.:
List of Participating School Districts:	
Membership Fee:	\$4,500.00

Additional Contacts (for CTE JPA Coalition emails):

Name	Job Title	Email Address

Signature _____

Date _____

Please make checks payable to MetroED. This serves as an official invoice.

Please make checks payable to MetroED and submit this agreement along with payment to:

c/o Tina Gerges
 School Services of California Inc.
 1121 L Street, Suite 1060
 Sacramento, CA 95814
 Questions? Email: kellys@sscal.com or leilania@sscal.com



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2022-2023 School Year

BACKGROUND

The Eden Area ROP is committed to creating an environment that is supportive to our students of color and eliminating any barriers to their success based on race. As part of this effort, the Administrative Team contracted with Race Work, LLC to develop a common understanding regarding the impact of race in society, creating a shared agenda that examines issues such as implicit bias, institutional racism and white privilege.

CURRENT SITUATION

During the 2022-2023 school year, the Eden Area ROP will continue to build the capacity of the leadership team and the entire staff in developing an anti-racist, inclusive community. These efforts will be facilitated by Dr. Lori Watson of Race Work, LLC. Additionally, the leadership team will continue to work with Dr. Watson throughout the year to elevate our understanding of racial issues in education and how to address them.

CONSENT CALENDAR



CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

Eden Area ROP SY 2022-2023

.....

In consideration of the promises and conditions contained herein, **Race-Work, LLC** (hereinafter referred to as “Consultant”) and **Eden Area ROP** (hereinafter referred to as “Client”) do mutually agree as follows:

Consultant agrees to provide professional consulting services as outlined for the period commencing in **August 2022** and ending in **June 2023**, and in accordance with provisions outlined in this Agreement.

1. Work to be Performed: **Racial Equity Consulting**

- Elevation 2 Transformation 1-day seminar**
 - August 9, 2022**

- Leaders of Leaders 4 half- day seminar series**
 - October 19, 2022**
 - November 30, 2022**
 - January 11, 2023**
 - March 1, 2023**

- Advising/Coaching as needed**

2. Compensation. Client shall pay Consultant **\$24,500** USD as fee for professional services. Fifty percent (50%) of the fee shall be due upon execution of this Agreement by the parties. The balance shall be paid 30 days after invoice remittance to Client for completed services by Consultant for Client.

3. Independent Contractor Relationship. Consultant’s relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant’s compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

4. Ownership of Work Product. Consultant agrees that all work product developed by them alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines. This shall not include intellectual property in the development and design of curriculum.



5. Confidentiality.

5.1 Definition of Confidential Information. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations. Both parties to this agreement agree to protect the confidentiality of all Confidential Information and, except as permitted in this section, neither party to this agreement shall use nor disclose the Confidential Information. Both parties to this agreement may use the Confidential Information solely to perform their reciprocal duties under this Agreement.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7. Termination. This Agreement may be terminated by either party by giving fifteen days written notice to the other party. In the event of termination, neither party shall have any rights against the other except to the extent those have accrued prior to the termination date.

8. Hold Harmless. Indemnification. Each of the parties agrees to hold harmless and indemnify the other party, and their elected and/or appointed officials, agents, employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof,



arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees related to this Agreement.

9. Entire Agreement. This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.

.....

Signed in duplicate originals on this the _____ day of _____, 2022.

.....
CLIENT

.....
CONSULTANT

Client: Eden Area ROP	Race-Work, LLC
Name:	Lori A Watson, Ed.D.
Title:	Founder & CEO
Email:	DrLAWatson@Race-Work.com
Phone:	770-262-3525
Address:	1423 Broadway Ste 320 Oakland, CA 94612

This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2022-2023 School Year

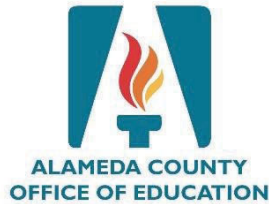
BACKGROUND

The Eden Area ROP contracts its payroll processing services with Alameda County Office of Education (ACOE). The MOU includes processing of employee deductions, health and welfare, and timesheets. CalSTRS and CalPERS reporting are also included.

CURRENT SITUATION

The attached MOU with ACOE provides details of the payroll processing services for 2022-2023 school year.

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING (MOU)

PARTIES: This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.

PURPOSE: The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.

AUTHORITY: This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2022 and ends June 30, 2023**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

- A. The ACOE (Internal Business Services department) agrees to provide the following services:
1. Process monthly time cards.
 2. Process employee payroll deductions and health & welfare insurance premiums through payroll.
 3. Prepare manual payroll warrants, if necessary.
 4. Set up and update specific employee payroll record data in ESCAPE (i.e. W-4, Advanced Earned Income Credit or AEIC, DE-4,
 5. Prepare STRS & PERS reports and reconcile to financial system.
 6. Include EAROP in Agency's STRS and PERS reports under EAROP's own Unit Code identity.

7. Reconcile and file quarterly and annual federal and state employer payroll tax reports including W-2 forms.
 8. Provide Direct Deposit of payroll warrants.
 9. Deposit efederal and state payroll taxes.
 10. Meet with EAROP personnel manager and/or business manager, as needed, to implement required payroll procedures.
 11. Regular payrolls will be processed once a month at ACOE in accordance with the EAROP calendar.
- B. EAROP agrees to complete, on a timely manner, all information necessary to process the payroll and all related items as follows:
1. Timesheets must be received by ACOE's payroll department no later than 2 business days after the 15th of each month.
 2. EAROP will provide ACOE with no less than three weeks advance notice from Payroll cutoff date of any salary increase resulting in a retro payment.
 3. EAROP will establish payroll parameters; calendars, work year, pay schedules and other necessary information to produce an accurate payroll.
 4. EAROP will track the balances of all sick leaves, vacation leaves and any other leaves. Also, EAROP will track and manage reports and all items related to the Affordable Care Act.
 5. Set up annual rates for PERS, STRS, Workers' Compensation, State Unemployment Insurance, health & welfare premiums, and other payroll related employer and employee deductions.
 6. Review payroll set-up and add-ons.
 7. Reconcile and mail vendor warrants excluding health & welfare insurance premiums.
 8. Enroll qualified employees under PERS and STRS systems (my/CalPERS or REAP).
 9. Maintain payroll vendor file.
 10. EAROP is responsible for keeping original copies of payroll records. Only copies of such records will be sent to ACOE.

11. Responsible for paying Local Experience Charge (LEC) bills and sales taxes.
12. EAROP shall ensure that sufficient funds are available in their County Treasurer's account to cover the full amount of payroll.
13. In case of payroll related questions, ACOE will discuss the issue with the EUSD office personnel and not directly with the affected employee.

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$29,250**. ACOE shall invoice EAROP quarterly in the amount of \$7,312.50

INSURANCE:

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

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless EAROP and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, EAROP shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of EAROP, its officers, agents or employees.

- C. It is the intent of the ACOE and EAROP that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and EAROP agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and EAROP further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

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

NON-DISCRIMINATION:

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

NOTICES:

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

To ACOE:	Alameda County Office of Education 313 West Winton Avenue Hayward, CA 94544
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To Eden Area Occupational Program:	Eden Area Occupational Program 26316 Hesperian Blvd. Hayward, CA 94545
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INTEGRATION:

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

REPRESENTATION OF AUTHORITY:


The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU

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

ALAMEDA COUNTY OFFICE OF EDUCATION

EDEN AREA ROP

Signature of Designee for
Alameda County Office of Education



Signature of Authorized EAROP
Representative

Print Name and Title

Anthony Oum, Fiscal Services Administrator

Print Name and Title

Date

06/16/2022

Date

INFORMATION ITEMS



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

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

CURRENT SITUATION

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

RECOMMENDATION

Information only



EdenAreaROP Superintendent's Evaluation Action/Timeline 2022-2023

2022
Aug

The Superintendent will present draft of 2022-2023 goals to the Governing Board in closed session.

If draft goals are completed in June, final goals will be presented for approval during open session

2022
Sept

If needed, the Superintendent will present to the Governing Board finalized goals for the 2022-2023 school year.

2023
March

Reminder to the Governing Board of notification for extension of the Superintendent's contract by March 31, 2023.

2023
Apr 15

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

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

2023
May

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

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

2023
Jun

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

Employment contract is finalized and approved.

The Governing Board will give the Superintendent suggestions and input for goals for the coming year during closed session.

ACTION ITEMS



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adopted Budget for the 2022-2023 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. Additionally, the District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for Fiscal Year (FY) 2022-2023 and, based on current forecasts, for two subsequent fiscal years. Such certification is classified as positive, qualified or negative, pursuant to standards and criteria adopted by the State Board of Education.

CURRENT SITUATION

The proposed FY 2022-2023 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Governing Board. Additionally, copies are available to the public, upon request.

The FY 2022-2023 Adopted Budget was prepared and reviewed in accordance with all state and adopted criteria and standards in line with the Governor's new budget Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibilities to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the FY 2022-2023 Adopted Budget as positive. The FY 2022-2023 Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current FY and two subsequent FYs. Lastly, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2022-2023 fiscal year.



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Appointment of the Superintendent and the Superintendent's Employment Agreement

BACKGROUND

To provide a smooth transition from the outgoing Superintendent to the new Superintendent, the Governing Board approved a second addendum to the current Superintendent, Linda Granger's contract. She will serve as the Chief Operating Officer until her retirement in June 2024. The position was advertised for a month and applications were due April 18, 2022. First round interviews were held on May 6, 2022, and final interviews were held on May 9, 2022.

CURRENT SITUATION

The Board has offered the superintendent's position to Blaine C. Torpey, currently principal at Castro Valley High School. Mr. Torpey has been in educational leadership since 2006 and is a strong advocate for Career Technical Education.

FISCAL IMPACT:

Before the Board is an Employment Agreement for Mr. Torpey to serve as the next Superintendent of the Eden Area ROP. Mr. Torpey will be paid an annual base salary of \$200,000 for this two-year agreement. The Eden Area ROP will also pay the same premium for a health benefit package which it provides to its other employees.

RECOMMENDATION

It is recommended that the Governing Board approve the Appointment of a Superintendent and the Superintendent's Employment Agreement.



EdenAreaROP Blaine C. Torpey, Superintendent

The following agreement between the Eden Area Regional Occupational Program (hereafter referred to as the "District"), through its Governing Board (the "Board"), and [Blaine Torpey](#) (hereafter referred to as "Superintendent") is made and entered into effective as of July 1, 2022.

WHEREAS, the District desires to employ the Superintendent, and the Superintendent desires to be employed by the District;

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District; and

WHEREAS, the management of the District's affairs requires the full professional energies and attention of the Superintendent.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein and as herein specified, the District and Superintendent agree to the following:

1. Term of Agreement

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2024, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

2. Renewal of Agreement

Following each annual evaluation of the superintendent's job performance, if the Board agrees the evaluation is satisfactory, the contract may be extended for an additional year. Such a renewal will be in writing and approved by the Board in open session at a regular Board meeting.

A less than satisfactory evaluation will be determined solely by the board and may occur at any time a majority of Board members state a failure of continued confidence in the Superintendent or determine that the Superintendent's performance is unsatisfactory.

If the Board decides not to reelect or reemploy the Superintendent at the expiration of this agreement, or any extension or renewal thereof, the Board shall notify the Superintendent in writing at least ninety (90) days before this Agreement or any extension or renewal of this Agreement expires.

3. Duties and Responsibilities

- 3.1** This is an Agreement for the performance of professional services as Superintendent of the District. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 3.2 Chief Executive Officer:** The Superintendent shall serve as Chief Executive Officer of the Eden Area ROP pursuant to Section 35035 of the California Education Code and shall perform the duties of Superintendent as prescribed by the laws of the State of California, including but not limited to those duties described in Education Code section 35035, and in any job description, Board Policy, or Administrative Regulation that the Board may adopt from time to time governing the duties of the Superintendent. The Superintendent shall also assume responsibility to the Board for those duties specified in Education Code section 35250.
- 3.3 Powers and Duties:**
- 3.3.1 All powers and duties which may lawfully be delegated to the Superintendent are to be performed and executed by the Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
- 3.3.2 The Superintendent shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Agreement, the California Education Code, and the rules, regulations and policies of the Board and District. Such acts which may require prior approval or ratification by the Board shall be referred by the Superintendent to the Board at the earliest possible opportunity.
- 3.4 Implementation of Board Policy:** The Superintendent shall be the Chief Executive Officer of the District. As such, the Superintendent shall have the primary responsibility for implementation and execution of Board policy as established in the policies adopted by the Board.
- 3.5 Goals and Objectives:** The Superintendent shall be responsible for the District achieving goals and objectives set jointly by the Board and the Superintendent. The parties may modify such objectives and goals from time to time.
- 3.6 Authority over Personnel Matters:** To the extent allowed by law, Board Policy, employee contracts, and any applicable collective bargaining agreements, and pursuant to Education Code section 35161, the Board delegates to the Superintendent the authority to approve all matters relating to personnel, including, but not limited to the selection, placement, transfer of all personnel, and issuing or authorizing District administrators to issue notices pursuant to Education Code section 44938. The employment and termination of personnel shall be effected only with the recommendation of the Superintendent and the

approval of the Board consistent with Board Policy and California Education Code requirements.

- 3.7 Organization of Administrative and Supervisory Staff:** The Superintendent, subject to ratification of the Board, shall have the additional responsibility of organizing and arranging the administrative and supervisory staff.
- 3.8 Notification of Interviews:** The Superintendent shall immediately notify in writing each member of the Board when he is a finalist for other full-time employment elsewhere.

4. Outside Professional Activities

The Superintendent may, with prior notification to the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Any such outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Superintendent's performance of duties under this Agreement. Compensation or remuneration received by the Superintendent in connection with such activities, (referred to herein as "Remuneration"), except publication royalties, shall be assigned to the District, except that any Remuneration received by the Superintendent during Superintendent's non-work days, weekends, or holidays shall be retained by the Superintendent. A stipend less than the Superintendent's per diem rate under this Agreement shall not constitute Remuneration under this Article, and may be retained by the Superintendent. In no case will the District be responsible for any expenses connected with the performance of such outside activities unless prior approval of the District is obtained.

5. Salary

- 5.1 Base Salary:** Commencing on July 1, 2022 and during the course of this agreement, the Superintendent base salary will be \$200,000 annually, payable in twelve equal monthly installments in accordance with the District's normal payroll practices during the course of this agreement.
- 5.2 Academic Degree Stipends:** In addition to salary, Superintendent shall be eligible to receive a monthly stipend for one advanced academic degree, e.g. master's degree or doctorate, in an amount equal to that provided other District administrators for academic degrees.
- 5.3 Salary Adjustments:** The Superintendent will receive the same cost of living adjustments that are provided to other employee groups during the life of this agreement.
- 5.4 Retirement Benefits:** Should the Superintendent retire from the District after 10 or more years of continuous service, the district shall pay all premium costs for all such health, vision and dental insurance plans until he turns 65. The retiree will

have the option to make changes in District approved health, vision, and dental plans once each benefit year during open enrollment.

6. Fringe Benefits

The District agrees to pay premiums on the \$100,000 life insurance policy. The Superintendent will receive the same amount of health benefits as the other certificated employees.

7. Sick Leave

Sick Leave Entitlement: The Superintendent may accumulate sick leave in accordance with the current District policy applicable to administrators.

8. Work Year

The Superintendent shall render 220 days of full and regular services to the District during the period covered by this Agreement. With Board approval, the Superintendent may work up to 10 additional days per year. A maximum of ten (10) Board-approved extra days may be "carried-over" from year to year.

9. Professional Dues

The District shall pay membership fees for the Superintendent in various professional organizations and committees, including one service organization, the Association of California School Administrators, California Association of Regional Occupational Centers/Programs, and the Association of Career Technical Educators, according to Board Policy.

10. Professional Growth

10.1 Professional Growth: The District encourages the Superintendent to endeavor to continue professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity and skills of the Superintendent to perform professional duties. The Superintendent shall request permission from the Board for attendance at out-of-state meetings and periodically report to the Board on appraisal of the meetings.

10.2 Record of Participation: The Superintendent shall provide the District with a record of participation in any activities held outside the County and a copy of receipts for the costs involved.

11. Expense Reimbursement

- 11.1 Expense Reimbursement:** The Superintendent shall receive expense reimbursement pursuant to Board Policy for necessary expenses incurred while performing day-to-day duties and obligations. The superintendent will receive the same stipend as other administrators for cell phone use.
- 11.2 Use of Own Automobile:** The Superintendent agrees to use own automobile in the performance of duties; to carry adequate public liability insurance according to Board policy. The cost of travel within Alameda County is included in the base salary. The Superintendent shall be reimbursed for out-of-county (Alameda County) automobile travel at the District's then current per mile reimbursement rate.

12. Professional Liability

In accordance with the provisions of Government Code sections 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement. In the event the District provides funds for the legal criminal defense of the Superintendent, all such funds provided for that purpose shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position as defined in Government Code section 53243.4.

13. Reporting and Evaluation

- 13.1 Goals and Objectives:** The Board and the Superintendent shall annually develop and agree on performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established no later than the first week of September for each succeeding school year.

13.2 Performance Evaluation: The Superintendent shall be evaluated in writing annually by the Governing Board. Per the current Joint Powers Agreement, "Prior to discussing the performance of the Superintendent, each ROP Governing Board member shall meet with his/her respective district Superintendent to receive input regarding the Superintendent's performance. Any input received from each district Superintendent shall be shared by each ROP Governing Board member with other members of the ROP Governing Board."

13.3 Notification to Superintendent: After reviewing the performance of the Superintendent based upon the duties of the position and the goals and objectives established for the school year, the Board shall notify the Superintendent whether he has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

13.4 Unsatisfactory Performance: In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect it shall describe in writing, in reasonable detail, such unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in those instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Superintendent and the Superintendent shall have the right to make a written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Superintendent the Board shall meet with the Superintendent to discuss the evaluation. The Superintendent shall be given a reasonable period within which to correct the performance or otherwise demonstrate that the performance is satisfactory. This period shall not be less than ninety calendar days.

14. Representation and Warranties of Superintendent

Superintendent represents and warrants that they have the full authority and right to enter into this Agreement without creating liability against self and/or the District to any persons or entity not a party to this Agreement.

15. Termination of Employment

15.1 Termination by Mutual Consent, Retirement, Disability or Death: This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement, or by the retirement, death or disability of Superintendent.

15.2 Termination for Cause: The District reserves the right to unilaterally terminate this Agreement and all of Superintendent's employment rights and entitlements with the District in any position for cause and without the consent of the Superintendent. "Cause" under this Agreement is defined as anyone or more of the following:

- 15.2.1 The failure or inability of the Superintendent to adequately perform any duties required under this Agreement (unless there are mitigating circumstances), including but not limited to failure to meet any mutually agreed-upon written goals and objectives.
- 15.2.2 The commission by Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
- 15.2.3 A breach of any term, covenant or condition of this Agreement by the Superintendent, or a breach of any representation or warranty made by the Superintendent in connection with this Agreement.
- 15.2.4 Violation of or breach of any of the grounds enumerated in Education Code Sections 44932 and 44933.
- 15.2.5 The commission or omission of any act by the Superintendent which could constitute a permissible "for cause" termination under federal or California law.

15.3 Written Notice for Cause: Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to Superintendent and shall specify the grounds for termination, and shall specify the effective date of termination.

15.4 Termination at Will (Without Cause): Terminate this Agreement at any time upon thirty (30) days prior written notice and upon the payment of a sum equal to compensation for the remaining term of this Agreement, or for twelve (12) months from the date of notice of termination, whichever is less. Any such termination shall be in writing and shall specify the effective date of the termination and shall terminate all of the Superintendent's employment rights and entitlements with the District. The Superintendent shall execute a full release of claims against the District and its officers, agents, and employees as a condition of receipt of the severance payment; otherwise, no severance payment shall be required and termination shall be effective nonetheless.

15.5 Pursuant to Government Code section 53260, if this Agreement is terminated for any reason, except as set forth in Paragraph 15.4, the maximum cash settlement the Superintendent may receive shall be an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the Agreement. If the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly

salary of the Superintendent multiplied by twelve (12). Pursuant to Government Code section 53261, the cash settlement shall not include any other non-cash benefits except health benefits as set forth above, which may be continued for the same duration of time as the cash settlement or until the Superintendent finds other employment, whichever occurs first. Superintendent shall be terminated in accordance with Education Code section 41326 upon appointment of a State Administrator by the State Superintendent of Public Instruction. Notwithstanding any other provision of this Agreement, in such case the Superintendent's final compensation shall be determined in accordance with subdivision (j) of Section 41326. Superintendent shall be terminated in accordance with Government Code section 53260 if the Board believes, and an independent audit subsequently confirms, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. Notwithstanding any other provision of this Agreement, in such case Superintendent's final compensation shall be determined in accordance with subdivision (b)(1) of Section 53260."

- 15.6 Reimbursement of Cash Settlement:** If the Agreement is terminated, any cash settlement related to the termination that the Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position as defined in Government Code section 53243.4.

16. Severability

If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.

17. Applicable Laws

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Eden Area Regional Occupational Program. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.

18. Entire Agreement

This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement, and it supersedes all prior Agreements, arrangements and communication between the parties, whether oral or written.

19. Amendment

This Agreement constitutes the full and complete understanding between the parties hereto, and in order to promote understanding and good decision-making, any changes or modifications to this Agreement shall be made only in writing and executed by all parties or their successors in interest to this.

IN WITNESS HEREOF we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.



GOVERNING BOARD OF THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Juan Campos, Governing Board President

Approval Date

ACCEPTANCE

I hereby accept this contract of employment and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the Eden Area Regional Occupational Program.

Blaine C. Torpey, Superintendent

Date of Acceptance



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Exhibits 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 Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

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

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

NUMBER	TYPE	TITLE	STATUS
4030	BP	Nondiscrimination in Employment	Revise
4112.9 4212.9 4312.9	E(1)	Employee Notifications	Revise
4161.8 4261.8 4361.8	R	Family Care and Medical Leave	Revise
5113	R	Absences and Excuses	Revise
5145.6	E(1)	Parental Notifications	Revise
9322	BB	Agenda/Meeting Materials	Revise

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing Board Policies, Administrative Regulations, Exhibits and Board Bylaw.

Policy 4030: Nondiscrimination In Employment

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board is determined to provide a safe, positive environment where all Eden Area Regional Occupational Program (Eden Area ROP) employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the Eden Area ROP to provide services, as applicable.

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 4111/4211/4311 - Recruitment and Selection)

No Eden Area ROP employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Eden Area ROP shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the Eden Area ROP is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

(cf. 4151/4251/4351 - Employee Compensation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

2. Taking of adverse employment actions, such as termination or the denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

(cf. 4033 - Lactation Accommodation)

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

b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the Eden Area ROP's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

(cf. 4032 - Reasonable Accommodation)

The Board also prohibits retaliation against any Eden Area ROP employee who opposes any discriminatory employment practice by the Eden Area ROP or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the Eden Area ROP's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign release of the employee's claim or right to file a claim against the Eden Area ROP or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated Eden Area ROP Superintendent or designee as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the Eden Area ROP's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the Eden Area ROP's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the Eden Area ROP's employment practices and, as necessary, shall take action to ensure Eden Area ROP compliance with the nondiscrimination laws.

Any Eden Area ROP employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

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

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

Exhibit 4112.9, 4212.9, 4312.9
Employee Notifications

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 AR 4219.11 AR 4319.11	The Eden Area ROP's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
To all employees	Government Code 1126	BP 4136 42364336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 BP 4259 BP 4359	Eden Area ROP's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) inschool, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
Annually, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 BP 4219.43 BP 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 AR 4261.2 AR 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 AR 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The Eden Area ROP's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 AR 4254 AR 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 AR 4257.1 AR 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 AR 4257 AR 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; Eden Area ROP's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 AR 4254 AR 4354	Disability insurance rights and benefits
To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when	Welfare and Institutions Code 827	AR 4158 AR 4258 AR 4358	Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses

To all employees and job applicants

2 CCR 11023; 34 CFR 104.8, 106.9

BP 0410
AR 4030

Eden Area ROP's policy on nondiscrimination and related complaint procedures

To all employees via employee handbook, or to each new employee

2 CCR 11091, 11095; 29 CFR 825.300

AR 4161.8
AR 4261.8
AR 4361.8

Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify

Education or Other Legal Code

Board Policy/ Administrative Regulation #

Subject

I. To All Employees (continued)

To all employees

34 CFR 106.8

AR 4119.11
AR 4219.11
AR 4319.11

Nondiscrimination on the basis of sex; contact information for Eden Area ROP's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

Annually

40 CFR 763.84, 763.93

AR 3514

Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify

Education or Other Legal Code

Board Policy/ Administrative Regulation #

Subject

II. To Certificated Employees

To eligible certificated employees in a timely manner, and to part-time and substitute

Education Code 22455.5

AR 4121

Criteria for membership in retirement system; right to elect membership at any time

certificated employees within 30 days of hire

Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 AR 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	Eden Area ROP regulations related to performance evaluations
By May 30, if Eden Area ROP issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify Eden Area ROP of intent to remain in service next year
When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. To Certificated Employees (continued)

To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 daysafter notice
To certificated employee chargedwith unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated	Education Code	BP 4118	Notice of deficiency and

employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	44938		opportunity to correct
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To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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II. To Certificated Employees (continued)

Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	Eden Area ROP's decision not to reelect employee for following school year
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To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 AR 4258 AR 4358	Student has committed specified act that constitutes ground for suspension or expulsion
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To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion	Education Code 48201	AR 4158 AR 4258 AR 4358	Student has committed specified act that constitutes ground for suspension or expulsion
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To certificated employee upon change in employment status due to alleged misconduct or	5 CCR 80303	AR 4117.7 AR 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
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while allegation is pending

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees			
By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15	Education Code 45117	AR 4217.3	Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding Termination
During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds	Education Code 45117	AR 4217.3	District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board
At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program	Education Code 45117	AR 4217.3	Notice of layoff date, displacement and reemployment rights
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
In the event of a breach of records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, security of Eden Area ROP date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 4031	AR 4112.6 AR 4212.6 AR 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the Eden Area ROP
To district police officer, within 30 days of decision to impose	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will

discipline When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	be imposed Subject
V. To Individual Employees Under Special Circumstances (continued)			
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 AR 4261.5 AR 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 BP 4219.23 BP 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
When document identifying employee who is victim of domestic violence is disclosed	Labor Code 230	AR 4158 AR4258 AR4358	Accommodations and leave for victims of domestic violence
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 AR 4257.1 AR 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 AR 4212.5 AR 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 AR 4219.42 AR 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of 32

and upon new exposure situation

reference material

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 AR 4261.5 AR 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or Eden Area ROP's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 AR 4261.8 AR 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 AR 4261.8 AR 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Date Adopted:

Regulation 4161.8: Family Care And Medical Leave

Status: DRAFT

Original Adopted Date: 05/07/2020

The Eden Area Regional Occupational Program (Eden Area ROP) shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL). The Eden Area ROP shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the Eden Area ROP discharge, discriminate or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes means an employee who has been employed with the Eden Area ROP for at least 12 months and who has at least 1,250 hours of service with the Eden Area ROP during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child.

Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged

or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The Eden Area ROP shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, ; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform one or more essential job functions of the position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the Eden Area ROP shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the Eden Area ROP.

Use/Substitution of Paid Leave

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

The Eden Area ROP and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

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

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the Eden Area ROP shall limit leave increments to the shortest period of time that the Eden Area ROP's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the Eden Area ROP shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The Eden Area ROP may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The Eden Area ROP agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The Eden Area ROP shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the Eden Area ROP aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to

be taken. (2 CCR 11091)

The Eden Area ROP shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the Eden Area ROP is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the Eden Area ROP with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the Eden Area ROP with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to Eden Area ROP operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the Eden Area ROP's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087,11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the Eden Area ROP to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from an Eden Area ROP-approved health care provider, at Eden Area ROP expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the Eden Area ROP, again at Eden Area ROP expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the Eden Area ROP may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

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

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The Eden Area ROP may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The Eden Area ROP may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the Eden Area ROP and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the Eden

Area ROP shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the Eden Area ROP for premiums paid during the leave if the employee fails to return to Eden Area ROP employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the Eden Area ROP shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the Eden Area ROP in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, or spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country and, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and Eden Area ROP agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the Eden Area ROP's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The Eden Area ROP shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, son, or daughter or child, unless or as designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a

substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the Eden Area ROP and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the Eden Area ROP's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on Eden Area ROP premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

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

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to use paid leave, whether the Eden Area ROP will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. The employee's right to maintenance of benefits during the leave and restoration to the same or an

equivalent job upon return from leave

f. The employee's potential liability for health insurance premiums paid by the Eden Area ROP during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the Eden Area ROP requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the Eden Area ROP requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Regulation 4261.8: Family Care And Medical Leave

Status: DRAFT

Original Adopted Date: 05/07/2020

The Eden Area Regional Occupational Program (Eden Area ROP) shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL). The Eden Area ROP shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the Eden Area ROP discharge, discriminate or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes means an employee who has been employed with the Eden Area ROP for at least 12 months and who has at least 1,250 hours of service with the Eden Area ROP during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child.

Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged

or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The Eden Area ROP shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, ; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform one or more essential job functions of the position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the Eden Area ROP shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the Eden Area ROP.

Use/Substitution of Paid Leave

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

The Eden Area ROP and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

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

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the Eden Area ROP shall limit leave increments to the shortest period of time that the Eden Area ROP's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the Eden Area ROP shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The Eden Area ROP may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The Eden Area ROP agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The Eden Area ROP shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the Eden Area ROP aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to

be taken. (2 CCR 11091)

The Eden Area ROP shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the Eden Area ROP is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the Eden Area ROP with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the Eden Area ROP with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to Eden Area ROP operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the Eden Area ROP's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087,11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the Eden Area ROP to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from an Eden Area ROP-approved health care provider, at Eden Area ROP expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the Eden Area ROP, again at Eden Area ROP expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the Eden Area ROP may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

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

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The Eden Area ROP may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The Eden Area ROP may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the Eden Area ROP and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the Eden

Area ROP shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the Eden Area ROP for premiums paid during the leave if the employee fails to return to Eden Area ROP employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the Eden Area ROP shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the Eden Area ROP in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, or spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country and, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and Eden Area ROP agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the Eden Area ROP's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The Eden Area ROP shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, son, or daughter or child, unless or as designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a

substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the Eden Area ROP and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the Eden Area ROP's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on Eden Area ROP premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

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

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to use paid leave, whether the Eden Area ROP will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. The employee's right to maintenance of benefits during the leave and restoration to the same or an

equivalent job upon return from leave

f. The employee's potential liability for health insurance premiums paid by the Eden Area ROP during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the Eden Area ROP requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the Eden Area ROP requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Regulation 4361.8: Family Care And Medical Leave

Status: DRAFT

Original Adopted Date: 05/07/2020

The Eden Area Regional Occupational Program (Eden Area ROP) shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL). The Eden Area ROP shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the Eden Area ROP discharge, discriminate or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes means an employee who has been employed with the Eden Area ROP for at least 12 months and who has at least 1,250 hours of service with the Eden Area ROP during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child.

Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged

or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The Eden Area ROP shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, ; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform one or more essential job functions of the position
4. Any qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the Eden Area ROP shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the Eden Area ROP.

Use/Substitution of Paid Leave

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

The Eden Area ROP and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

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

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the Eden Area ROP shall limit leave increments to the shortest period of time that the Eden Area ROP's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the Eden Area ROP shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The Eden Area ROP may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The Eden Area ROP agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The Eden Area ROP shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the Eden Area ROP aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to

be taken. (2 CCR 11091)

The Eden Area ROP shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the Eden Area ROP is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the Eden Area ROP with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the Eden Area ROP with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to Eden Area ROP operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the Eden Area ROP's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087,11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the Eden Area ROP to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from an Eden Area ROP-approved health care provider, at Eden Area ROP expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the Eden Area ROP, again at Eden Area ROP expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the Eden Area ROP may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

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

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The Eden Area ROP may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The Eden Area ROP may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the Eden Area ROP and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the Eden

Area ROP shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the Eden Area ROP for premiums paid during the leave if the employee fails to return to Eden Area ROP employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the Eden Area ROP shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the Eden Area ROP in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, or spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country and, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign country includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and Eden Area ROP agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the Eden Area ROP's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The Eden Area ROP shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, son, or daughter or child, unless or as designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a

substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran

d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the Eden Area ROP and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the Eden Area ROP's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on Eden Area ROP premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

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

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to use paid leave, whether the Eden Area ROP will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. The employee's right to maintenance of benefits during the leave and restoration to the same or an

equivalent job upon return from leave

f. The employee's potential liability for health insurance premiums paid by the Eden Area ROP during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the Eden Area ROP requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the Eden Area ROP requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Regulation 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 06/05/2020

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a high school student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)

4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)

6. Illness or medical appointment of a student to whom the student is the custodial parent (Education Code 48205)

(cf. 5146 - Married/Pregnant/Parenting Students)

7. Upon advance written request by the parent/guardian and the approval of the Superintendent or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

a. Appearance in court

b. Attendance at a funeral service

c. Observance of a religious holiday or ceremony

d. Attendance at religious retreats for no more than four hours per semester

e. Attendance at an employment conference

f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

(cf. 6142.3 - Civic Education)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

(cf. 6173.2 - Education of Children of Military Families)

10. Attendance at the student's naturalization ceremony to become a United States citizen (Education Code 48205)

11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)

12. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

(cf. 6112 - School Day)

13. Work in the entertainment or allied industry (Education Code 48225.5)

Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

15. Other reasons authorized at the discretion of the Superintendent or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the Superintendent or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify high school student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence

(cf. 5113.11 - Attendance Supervision)

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in #2 above.

4. Physician's verification.

a. When excusing students for confidential medical services or verifying such appointments, Eden Area ROP staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

b. If a student shows a pattern of chronic absenteeism due to illness, Eden Area ROP staff may require physician verification of any further student absences.

(cf. 5113.1 - Chronic Absence and Truancy)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 9-12 and the parents/guardians of all students enrolled in the Eden Area ROP that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5145.6 - Parental Notifications)

(cf. 6154 - Homework/Makeup Work)

Exhibit 5145.6 Parental Notifications

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2021 (AB 128, Ch. 21, Statutes of 2021) extends the suspension of these requirements through the 2021-22 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if Eden Area ROP has no web site and uses certain pesticides, integrated pest management plan
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	Eden Area ROP and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 BP 4219.21 BP 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students] 64 contact information

When to Notify	32255.6 Education or Other Legal Code	Board Policy/ Administrative Regulation #	for Title IX coordinator Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, available appeals, civil law Remedies, coordinator, complaints about student fees and local control and accountability plan
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right

to file complaint with U.S. Department of Education, course prospectus availability

Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
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When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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I. Annually (continued)

Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
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Beginning of each school year, if Eden Area ROP receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
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Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
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Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
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When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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II. At Specific Times During the Student's Academic Career

Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
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requirement

Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
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When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. When Special Circumstances Occur

In the event of a breach of security of Eden Area ROP records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
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Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
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At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
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If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
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When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
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When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
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When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
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At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
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When original period of suspension is	Education Code 48911	AR 5144.1	Extension of suspension
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extended

One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
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When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. When Special Circumstances Occur (continued)

When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
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When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
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When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
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When Eden Area ROP is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
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When Eden Area ROP adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
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Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
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Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
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When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
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When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. When Special Circumstances Occur (continued)

At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
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When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
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When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
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When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable
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When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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IV. Special Education Notices

N/A

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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V. Classroom Notices

In all district schools and offices, including staff lounges and student	Education Code 234.1	AR 1312.3	Uniform complaint procedures board policy and administrative regulation
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government
meeting rooms

In each classroom
in each school

Education Code
35186

AR 1312.4
E 1312.4

Complaints subject to
Williams uniform
complaint procedures

Date Adopted:

Bylaw 9322: Agenda/Meeting Materials

Status: DRAFT

Original Adopted Date: 06/05/2020

Agenda Content

Governing Board meeting agendas shall reflect the Eden Area Regional Occupational Program's (Eden Area ROP) vision and goals and the Board's focus on student learning and well-being.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting. (Government Code 54954.2)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 9121 - President)

(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent

shall determine if the item is merely a request for information, and if so, respond accordingly.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

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

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

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. Responses to agenda item requests from individual board members will be provided to all board members. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the Eden Area ROP website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the Eden Area ROP's agenda management platform in accordance with Government Code 54954.2. When the Eden Area ROP utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the Eden Area ROP's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the Eden Area ROP or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)



DATE: June 16, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 21-21/22: Retirement: Marlene McDowell

CURRENT SITUATION

The attached Resolution 21-20/21 recognizes Marlene McDowell on the occasion of her retirement for dedicated and compassionate service to the Eden Area ROP students and extends appreciation for her service.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 20-21/22: Retirement: Marlene McDowell.

 **Eden Area ROP**
RESOLUTION NO. 21-21/22

Retirement: Marlene McDowell

WHEREAS, Marlene McDowell has worked in public education for 37 years; and

WHEREAS, Marlene McDowell supported and implemented the Eden Area ROP's mission 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; and

WHEREAS, Marlene McDowell has been instrumental in providing career technical education and academic support to the students of the four participating school districts of the Joint Powers Agreement (JPA): Castro Valley, Hayward, San Leandro and San Lorenzo School Districts; and

WHEREAS, Marlene McDowell has served with great distinction; and

WHEREAS, Marlene McDowell has been a warm, thoughtful, honorable and dedicated employee and friend with a compassionate heart for the students and staff of the Eden Area ROP; and

WHEREAS, Marlene McDowell has decided to retire from Public Education on June 1, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby commend Marlene McDowell and express their sincere appreciation for her significant service to the Eden Area ROP; and

BE IT FURTHER RESOLVED, that the ROP Governing Board extends the very best wishes and congratulations to Marlene McDowell and that a copy of this resolution be presented to her as an expression of great esteem and gratitude.

PASSED AND ADOPTED this 16th day of June 2022.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Juan Campos, Board President
Eden Area ROP Governing Board



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Eden Area ROP Bell Schedule and New Start Time

BACKGROUND

Senate Bill (SB) 328 was signed in 2019 and requires all California public high schools to have a start time no earlier than 8:30 am beginning in the 2022-2023 school year.

CURRENT SITUATION

The law will require a thirty-minute shift from the current 8:00 am start time at the Eden Area ROP Center.

Based on our current understanding of the bell schedules of our partner districts, the Eden Area ROP has revised its bell schedule for the Center programs. The Eden Area ROP bell schedule being presented is what best coincides with the 7 comprehensive high schools' bell schedules. A copy of SB 328 is also included.

To comply with the law and align with the districts' bell schedules, we will have a later start time on Wednesdays which will allow for collaboration time for the Center teachers on Wednesday mornings. For the districts that have block days within their schedule, we will continue to have early release or a late start for students on the day that the block schedule varies from the Center schedule.

RECOMMENDATION

It is recommended that the Governing Board approve the Eden Area ROP bell schedule and new start time.



EdenAreaROP

2022-2023 CENTER BELL SCHEDULE

Monday, Tuesday, Thursday, Friday

Prep	8:00 am-8:30 am
AM Class	8:30 am-11:25 am
Lunch/Prep	11:25 am-12:40 pm
PM Class	12:40 pm-3:35 pm

Wednesday

Collaboration/Prep*	8:00 am-8:55 am
AM Class	8:55 am-11:45 am
Lunch/Prep	11:45 am-12:45 pm
PM Class	12:45 pm -3:35 pm

* Collaboration meetings every other Wednesday


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SB-328 Pupil attendance: school start time. (2019-2020)

SHARE THIS:



Date Published: 10/14/2019 09:00 PM

Senate Bill No. 328

CHAPTER 868

An act to add Section 46148 to the Education Code, relating to pupil attendance.

[Approved by Governor October 13, 2019. Filed with Secretary of State October 13, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 328, Portantino. Pupil attendance: school start time.

Existing law requires the governing board of each school district to fix the length of the schoolday for the several grades and classes of the schools maintained by the school district in accordance with specified provisions of law.

This bill would require the schoolday for middle schools and high schools, including those operated as charter schools, to begin no earlier than 8:00 a.m. and 8:30 a.m., respectively, by July 1, 2022, or the date on which a school district's or charter school's respective collective bargaining agreement that is operative on January 1, 2020, expires, whichever is later, except for rural school districts. To the extent the bill imposes new duties on school districts and charter schools, the bill would impose a state-mandated local program. The bill would encourage the State Department of Education to post specified information on its internet website, including research on the impact of sleep deprivation on adolescents and the benefits of a later school start time, and to advise school districts and charter schools of this posting.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 46148 is added to the Education Code, to read:

46148. (a) (1) The schoolday for high schools, including high schools operated as charter schools, shall begin no earlier than 8:30 a.m.

(2) The schoolday for middle schools, including middle schools operated as charter schools, shall begin no earlier than 8:00 a.m.

(b) For purposes of this section, "school day" has the same meaning as defined by the school district or charter school for purposes of calculating average daily attendance in order to compute any apportionments of state funding. This section does not prohibit a school district or charter school from offering classes or activities to a limited number of pupils before the start of the school day that do not generate average daily attendance for purposes of computing any apportionments of state funding.

(c) This section shall be implemented by middle schools and high schools no later than July 1, 2022, or the date on which a school district's or charter school's respective collective bargaining agreement that is operative on January 1, 2020, expires, whichever is later.

(d) This section shall not apply to rural school districts.

(e) The department is encouraged to post on its internet website available research on the impact of sleep deprivation on adolescents and the benefits of a later school start time and examples of successful strategies for managing the change to a later school start time, and to advise school districts and charter schools of this posting.

(f) The Legislature encourages school districts, charter schools, and community organizations to inform their communities, including parents, teenagers, educators, athletic coaches, and other stakeholders, about the health, safety, and academic impact of sleep deprivation on middle and high school pupils and the benefits of a later school start time, and to discuss local strategies to successfully implement the later school start time.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the 2022-2023 High School Student Calendar

BACKGROUND

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

CURRENT SITUATION

Currently, all four school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the districts' calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2022-2023 high school student calendar.

JULY

M	T	W	TH	F
				1
*4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
0				

AUGUST

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		
15				

SEPTEMBER

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
21				

OCTOBER

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				
21				

NOVEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	*11
14	15	16	17	18
21	22	23	*24	*25
28	29	30		
16				

DECEMBER

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
16				

JANUARY

M	T	W	TH	F
*2	3	4	5	6
9	10	11	12	13
*16	17	18	19	20
23	24	25	26	27
30	31			
16				

FEBRUARY

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			
15				

MARCH

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
22				

APRIL

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
15				

MAY

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		
22				

JUNE

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
1				

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 22, 2022	End of 1st Semester
December 23, 2022	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 26-January 6	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 20 (Lincoln's Birthday) & February 24 (President's Day) Holidays*	
March 31, 2023	Cesar Chavez Day*/Prof. Dev
No students	
April 3-7, 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 18, 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 8, 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



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2022-2023 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meetings are held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2023 and make any necessary changes to accommodate the annual schedule.

There are a few potential conflicts for the 2022-2023 schedule. Staff will offer options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2022-2023 school year.



Date: June 16, 2022
 To: Eden Area ROP Governing Board Members
 From: Linda Granger, Superintendent
 Re: 2022-2023 Governing Board Meeting Dates

There are a couple potential conflicts for the 2022-2023 Governing Board meeting schedule. Below are options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' Board meetings.

DECEMBER MEETING:

CSBA will be holding their Annual Education Conference Thursday, December 1, 2022 through Saturday, December 3, 2022 in San Diego, CA. This will conflict with our December meeting if Governing Board members are planning on attending the conference. The Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time on December 1, 2022 at 5:45 pm
2. Change the date to Monday, December 5, 2022 at 5:45 pm
3. Change the date to Thursday, December 8, 2022 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	6, 20
Hayward	Wednesdays	14
Castro Valley	Wednesdays	14

APRIL MEETING:

The Eden Area ROP, along with three of the four school districts will be on Spring Break the week of April 3, 2023 through April 7, 2023. The first Thursday of the month will be on April 6, 2023. The ROP is requesting that the April Governing Board meeting be held the second week of April on Thursday, April 13, 2023. The Eden Area ROP staff is suggesting the following option:

1. Thursday, April 13, 2023 at 5:45 pm

District Meetings in April:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	4
Hayward	Wednesdays	19
Castro Valley	Wednesdays	12, 26

District Spring Break:

San Leandro	Monday-Friday	3-7
San Lorenzo	Monday-Friday	10-14
Hayward	Monday-Friday	3-7
Castro Valley	Monday-Friday	3-7
ROP	Monday-Friday	3-7

JUNE MEETING:

Due to conflicts with graduation ceremonies, the Board has typically chosen an alternative date to the first Thursday of the month for the June Board meeting. Although, the first Thursday (June 1) would not present a conflict, it would not allow enough time to prepare and complete the adopted budget for board approval. The ROP is requesting that the June Governing Board meeting be held the second week of June on Friday, June 9, 2023. This date would be in alignment with what we have done in previous years. The Eden Area ROP staff is suggesting the following options:

1. Friday, June 9, 2023 at 5:00 pm
2. Friday, June 9, 2023 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	6/2/23
San Lorenzo	Wednesday	6/7/23
San Leandro	Thursday	6/8/23
Hayward	Friday	6/9/23

District Meetings in June:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	6, 20
Hayward	Wednesdays	7, 28
Castro Valley	Wednesdays	14, 28



EdenAreaROP

GOVERNING BOARD MEETING DATES 2022-2023

The Eden Area ROP Governing Board meets the first Thursday of every month (with the exception of January and July) and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd, Hayward, CA 94545. The following dates have been scheduled for 2022-2023:

July 2022	No Meeting Scheduled
August 4, 2022	
September 1, 2022	
October 6, 2022	
November 3, 2022	
December 2022	TBD by the Governing Board
January 2023	No Meeting Scheduled
February 2, 2023	
March 2, 2023	
April 2023	TBD by the Governing Board
May 4, 2023	
June 2023	TBD by the Governing Board

Governing Board Terms

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

2022 Calendar Year

Board Member	Board Title	District	Term	New Term Commences
Juan Campos	President	San Lorenzo	1/22-12/23	1/2024
James Aguilar	Vice-President	San Leandro	1/21-12/22	1/2023
Gabriel Chaparro	Member	Hayward	1/22-12/23	1/2024
Gary Howard	Member	Castro Valley	1/21-12/22	1/2023

2023 Calendar Year

Board Member	Board Title	District	Term	New Term Commences
Juan Campos	TBD	San Lorenzo	1/22-12/23	1/2024
TBD	TBD	San Leandro	1/23-12/24	1/2025
Gabriel Chaparro	TBD	Hayward	1/22-12/23	1/2024
TBD	TBD	Castro Valley	1/23-12/24	1/2025



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Revised Salary Schedules

BACKGROUND

During the April 7, 2022 Governing Board meeting, the Governing Board took action to revise the salary schedule for all employee groups. The Governing Board approved effective July 1, 2022 a 1% increase to all salary schedules and additionally the following increases:

- A \$1.75/hour increase for each step on the Classified Employees salary schedule and on the Certificated Hourly Employees salary schedule
- A \$3,412 addition to each step on the Certificated 7 Hour (120%) Salaried Employees salary schedule, Classified Exempt Employees salary schedule and the Administration salary schedule

CURRENT SITUATION

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

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 2A: Certificated 7 Hour (120%) Salaried Employees
- Salary Scale Chart 2B: Certificated Hourly Employees
- Salary Scale Chart 2C: Adult Programs Employees
- Salary Scale Chart 3: Classified Exempt Employees
- Salary Scale Chart 4: Administration

RECOMMENDATION

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

Salary Scale Chart 1

CLASSIFIED EMPLOYEES

2022-2023

Effective: July 1, 2022

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Website & Marketing Specialist
B2	12 months	Confidential	Executive Assistant
B2	12 months	Confidential	Registrar
C1	10 months		Student Support Services Technician
C1	10 months		Pandemic Services Liaison
C2	12 months	Confidential	Office Support Technician
C2	12 months	Confidential	Accounting Technician
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2	12 months		Security-Grounds Officer
F	10 months		Instructional Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9
B1	H	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.66	\$38.16	\$39.77	\$41.47
	M	\$4,342.50	\$4,514.75	\$4,700.03	\$4,892.55	\$5,092.31	\$5,306.54	\$5,523.66	\$5,756.71	\$6,002.78
	A	\$43,425.00	\$45,147.53	\$47,000.33	\$48,925.50	\$50,923.05	\$53,065.35	\$55,236.60	\$57,567.08	\$60,027.83
B2	H	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.66	\$38.16	\$39.77	\$41.47
	M	\$4,875.00	\$5,068.38	\$5,276.38	\$5,492.50	\$5,716.75	\$5,957.25	\$6,201.00	\$6,462.63	\$6,738.88
	A	\$58,500.00	\$60,820.50	\$63,316.50	\$65,910.00	\$68,601.00	\$71,487.00	\$74,412.00	\$77,551.50	\$80,866.50
C1	H	\$27.87	\$28.95	\$30.12	\$31.32	\$32.59	\$33.91	\$35.29	\$36.74	\$38.29
	M	\$4,034.18	\$4,190.51	\$4,359.87	\$4,533.57	\$4,717.40	\$4,908.47	\$5,108.23	\$5,318.12	\$5,542.48
	A	\$40,341.83	\$41,905.13	\$43,598.70	\$45,335.70	\$47,174.03	\$49,084.73	\$51,082.28	\$53,181.15	\$55,424.78
C2	H	\$27.87	\$28.95	\$30.12	\$31.32	\$32.59	\$33.91	\$35.29	\$36.74	\$38.29
	M	\$4,528.88	\$4,704.38	\$4,894.50	\$5,089.50	\$5,295.88	\$5,510.38	\$5,734.63	\$5,970.25	\$6,222.13
	A	\$54,346.50	\$56,452.50	\$58,734.00	\$61,074.00	\$63,550.50	\$66,124.50	\$68,815.50	\$71,643.00	\$74,665.50

S	C	1	2	3	4	5	6	7	8	9
D	H	\$26.90	\$27.92	\$29.03	\$30.18	\$31.40	\$32.68	\$34.01	\$35.40	\$36.88
	M	\$4,371.25	\$4,537.00	\$4,717.38	\$4,904.25	\$5,102.50	\$5,310.50	\$5,526.63	\$5,752.50	\$5,993.00
	A	\$52,455.00	\$54,444.00	\$56,608.50	\$58,851.00	\$61,230.00	\$63,726.00	\$66,319.50	\$69,030.00	\$71,916.00
E1	H	\$24.54	\$25.43	\$26.41	\$27.45	\$28.53	\$29.64	\$30.83	\$32.07	\$33.37
	M	\$3,552.17	\$3,680.99	\$3,822.85	\$3,973.39	\$4,129.72	\$4,290.39	\$4,462.64	\$4,642.13	\$4,830.31
	A	\$35,521.65	\$36,809.93	\$38,228.48	\$39,733.88	\$41,297.18	\$42,903.90	\$44,626.43	\$46,421.33	\$48,303.08
E2	H	\$24.54	\$25.43	\$26.41	\$27.45	\$28.53	\$29.64	\$30.83	\$32.07	\$33.37
	M	\$3,987.75	\$4,132.38	\$4,291.63	\$4,460.63	\$4,636.13	\$4,816.50	\$5,009.88	\$5,211.38	\$5,422.63
	A	\$47,853.00	\$49,588.50	\$51,499.50	\$53,527.50	\$55,633.50	\$57,798.00	\$60,118.50	\$62,536.50	\$65,071.50
F	H	\$23.61	\$24.53	\$25.42	\$26.39	\$27.42	\$28.50	\$29.61	\$30.81	\$32.04
	M	\$3,417.55	\$3,550.72	\$3,679.55	\$3,819.95	\$3,969.05	\$4,125.38	\$4,286.05	\$4,459.75	\$4,637.79
	A	\$34,175.48	\$35,507.18	\$36,795.45	\$38,199.53	\$39,690.45	\$41,253.75	\$42,860.48	\$44,597.48	\$46,377.90
H	H	\$22.87	\$23.69	\$24.60	\$25.52	\$26.47	\$27.51	\$28.57	\$29.69	\$30.88
L	H	\$16.75								

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

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

NOTES:

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

Salary Scale Chart 2A CERTIFICATED 7 HOUR (120%) SALARIED EMPLOYEES

2022-2023

Effective: July 1, 2022

Classroom Instructor 185 days

Career Counselor 195 days

Step	A	B	C	D	E	F
1	\$72,893.80	\$75,882.12	\$79,021.95	\$82,315.64	\$85,775.77	
2	\$74,090.05	\$77,135.75	\$80,337.59	\$83,701.29	\$87,230.32	
3	\$75,310.40	\$78,418.08	\$81,684.22	\$85,113.37	\$88,712.43	
4	\$76,552.56	\$79,723.40	\$83,053.81	\$86,552.99	\$90,222.08	
5	\$77,823.42	\$81,055.10	\$84,453.25	\$88,022.47	\$91,765.01	
6		\$82,414.37	\$85,880.26	\$89,520.63	\$93,338.97	
7		\$83,798.87	\$87,335.94	\$91,048.64	\$94,943.90	
8		\$85,214.39	\$88,819.19	\$92,606.52	\$96,578.68	
9		\$86,655.16	\$90,334.58	\$94,197.68	\$98,247.91	
10		\$88,126.94	\$91,878.67	\$95,819.84	\$99,950.43	
11			\$93,454.90	\$97,474.14	\$101,689.69	
12					\$103,459.93	
17						\$107,978.54
22						\$109,875.07
27						\$111,809.50

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

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

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

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

SUMMER SCHOOL INSTRUCTORS

Hourly Rate

\$46.55

SUBSTITUTE INSTRUCTORS

Hourly Rate

\$34.78

**Hourly Rate
(Long Term Assignment)**

\$38.09

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

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

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

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

Bachelor's Degree

\$867

Master's Degree

\$1,122

Doctorate

\$1,632

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

Salary Scale Chart 2B CERTIFICATED HOURLY EMPLOYEES

2022-2023

Effective: July 1, 2022

HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$42.80	\$46.55	\$48.64	\$50.84	\$53.14	\$55.55

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

SUBSTITUTE TEACHERS

Hourly Rate	Hourly Rate (Long Term Assignment)	Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.
\$34.78	\$38.09	

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

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

Note:

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



Salary Scale Chart 2C ADULT PROGRAMS EMPLOYEES

2022-2023

Effective: July 1, 2022

CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$72,893.80	\$75,882.12	\$79,021.95	\$82,315.64	\$85,775.77	
2	\$74,090.05	\$77,135.75	\$80,337.59	\$83,701.29	\$87,230.32	
3	\$75,310.40	\$78,418.08	\$81,684.22	\$85,113.37	\$88,712.43	
4	\$76,552.56	\$79,723.40	\$83,053.81	\$86,552.99	\$90,222.08	
5	\$77,823.42	\$81,055.10	\$84,453.25	\$88,022.47	\$91,765.01	
6		\$82,414.37	\$85,880.26	\$89,520.63	\$93,338.97	
7		\$83,798.87	\$87,335.94	\$91,048.64	\$94,943.90	
8		\$85,214.39	\$88,819.19	\$92,606.52	\$96,578.68	
9		\$86,655.16	\$90,334.58	\$94,197.68	\$98,247.91	
10		\$88,126.94	\$91,878.67	\$95,819.84	\$99,950.43	
11			\$93,454.90	\$97,474.14	\$101,689.69	
12					\$103,459.93	
17						\$107,978.54
22						\$109,875.07
27						\$111,809.50

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

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

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

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

EDUCATIONAL STIPENDS

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

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

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

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

CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$42.80	\$46.55	\$48.64	\$50.84	\$53.14	\$55.55

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

CLASSIFIED EMPLOYEES

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

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

COLUMN AND STEP

S	C	1	2	3	4	5	6	7	8	9
AE 3	H	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.66	\$38.16	\$39.77	\$41.47
	M	\$4,875.00	\$5,068.38	\$5,276.38	\$5,492.50	\$5,716.75	\$5,957.25	\$6,201.00	\$6,462.63	\$6,738.88
	A	\$58,500.00	\$60,820.50	\$63,316.50	\$65,910.00	\$68,601.00	\$71,487.00	\$74,412.00	\$77,551.50	\$80,866.50
AE 4	H	\$25.57	\$26.60	\$27.68	\$28.81	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18
	M	\$4,155.13	\$4,322.50	\$4,498.00	\$4,681.63	\$4,875.00	\$5,068.38	\$5,276.38	\$5,492.50	\$5,716.75
	A	\$49,861.50	\$51,870.00	\$53,976.00	\$56,179.50	\$58,500.00	\$60,820.50	\$63,316.50	\$65,910.00	\$68,601.00
AE 5	H	\$24.54	\$25.43	\$26.41	\$27.45	\$28.53	\$29.64	\$30.83	\$32.07	\$33.37
	M	\$3,987.75	\$4,132.38	\$4,291.63	\$4,460.63	\$4,636.13	\$4,816.50	\$5,009.88	\$5,211.38	\$5,422.63
	A	\$47,853.00	\$49,588.50	\$51,499.50	\$53,527.50	\$55,633.50	\$57,798.00	\$60,118.50	\$62,536.50	\$65,071.50
AE 6	H	\$42.80	\$46.55	\$48.64	\$50.84	\$53.14	\$55.55	\$57.30		

For AE 6

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

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

Notes:

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

Salary Scale Chart 3 CLASSIFIED EXEMPT EMPLOYEES

2022-2023

Effective: July 1, 2023

STEP	CLASSIFIED EXEMPT POSITION TITLES
A-0	Work Based Learning Specialist (11 Months/223 Days)
A-0	Business Engagement Specialist (11 Months/223 Days)
A-2	Information Technology Specialist (12 Months/260 Days)

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9
A-0	H	\$50.48	\$52.93	\$55.48	\$58.17	\$59.57	\$61.02	\$62.49	\$64.02	\$65.57
	M	\$7,675.25	\$8,047.77	\$8,435.48	\$8,844.48	\$9,057.35	\$9,277.81	\$9,501.32	\$9,733.95	\$9,969.62
	A	\$84,427.80	\$88,525.43	\$92,790.30	\$97,289.33	\$99,630.83	\$102,055.95	\$104,514.53	\$107,073.45	\$109,665.83
A-2	H	\$42.10	\$43.71	\$45.39	\$47.14	\$48.98	\$51.15	\$53.44	\$55.83	\$58.34
	M	\$6,841.25	\$7,102.88	\$7,375.88	\$7,660.25	\$7,959.25	\$8,311.88	\$8,684.00	\$9,072.38	\$9,480.25
	A	\$82,095.00	\$85,234.50	\$88,510.50	\$91,923.00	\$95,511.00	\$99,742.50	\$104,208.00	\$108,868.50	\$113,763.00

EDUCATIONAL STIPENDS

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

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

Salary Scale Chart 4 ADMINISTRATION

2022-2023

Effective: July 1, 2022

STEP	ADMINISTRATION POSITION TITLES
A	Principal – Certificated Position 220 day work year
A	Director of Educational Services- Certificated Position 220 day work year
A	Director of Adult Programs- Certificated Position 220 day work year
B	Fiscal Services Administrator - Classified Position-260 day work year (this position accrues vacation)
B	Human Resources Administrator- Classified Position-260 day work year (this position accrues vacation)

Range and Column

Range	Column	1	2	3	4	5	6*	7*
A	Daily	\$619.69	\$648.83	\$679.43	\$711.55	\$745.27	\$759.04	\$772.81
	Monthly	\$11,361.07	\$11,895.28	\$12,456.19	\$13,045.14	\$13,663.27	\$13,915.77	\$14,168.27
	Annually	\$136,332.80	\$142,743.33	\$149,474.28	\$156,541.67	\$163,959.21	\$166,989.21	\$170,019.21
B	Daily	\$501.89	\$524.03	\$547.26	\$571.68	\$597.31	\$608.96	\$620.62
	Monthly	\$10,874.25	\$11,353.96	\$11,857.37	\$12,386.37	\$12,941.70	\$13,194.20	\$13,446.70
	Annually	\$130,491.02	\$136,247.52	\$142,288.46	\$148,636.42	\$155,300.41	\$158,330.41	\$161,360.41

*STEP 6 AND 7 ARE LONGEVITY STEPS: ADDITIONAL \$3,000 PAID AFTER 3 YEARS ON STEP 5, ANOTHER \$3,000 PAID AFTER 3 YEARS ON STEP 6

EDUCATIONAL STIPENDS

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

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



DATE: June 16, 2022
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Addition of a Longevity Step to Specified Salary Schedules: Chart 1, Chart 2B and Chart 2C

BACKGROUND

Many school districts have added an additional longevity step to their salary schedules in recognition of staff members' many years of service. The Eden Area ROP partner districts currently offer salary steps for employees with more than 25 years of service.

CURRENT SITUATION

The following salary schedules for the Eden Area ROP, stop at 25 years of service.

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 2B: Certificated Hourly Employees
- Salary Scale Chart 2C: Adult Programs Employees

Adding an additional step will more closely align the Eden Area ROP salary schedules with other districts and recognize the dedication of employees who have remained with Eden Area ROP for a significant period of time. Currently, there are three employees who would benefit from the addition of a longevity step.

Fiscal Impact

\$6,713 from the general fund

RECOMMENDATION

It is recommended that the Governing Board approve addition of a longevity step to specified salary schedules: Chart 1, Chart 2B and Chart 2C.

Salary Scale Chart 1

CLASSIFIED EMPLOYEES

2022-2023

Effective: July 1, 2022

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Website & Marketing Specialist
B2	12 months	Confidential	Executive Assistant
B2	12 months	Confidential	Registrar
C1	10 months		Student Support Services Technician
C1	10 months		Pandemic Services Liaison
C2	12 months	Confidential	Office Support Technician
C2	12 months	Confidential	Accounting Technician
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2	12 months		Security-Grounds Officer
F	10 months		Instructional Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
B1	H	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.66	\$38.16	\$39.77	\$41.47	\$43.22
	M	\$4,342.50	\$4,514.75	\$4,700.03	\$4,892.55	\$5,092.31	\$5,306.54	\$5,523.66	\$5,756.71	\$6,002.78	\$6,256.10
	A	\$43,425.00	\$45,147.53	\$47,000.33	\$48,925.50	\$50,923.05	\$53,065.35	\$55,236.60	\$57,567.08	\$60,027.83	\$62,560.95
B2	H	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.66	\$38.16	\$39.77	\$41.47	\$43.22
	M	\$4,875.00	\$5,068.38	\$5,276.38	\$5,492.50	\$5,716.75	\$5,957.25	\$6,201.00	\$6,462.63	\$6,738.88	\$7,023.25
	A	\$58,500.00	\$60,820.50	\$63,316.50	\$65,910.00	\$68,601.00	\$71,487.00	\$74,412.00	\$77,551.50	\$80,866.50	\$84,279.00
C1	H	\$27.87	\$28.95	\$30.12	\$31.32	\$32.59	\$33.91	\$35.29	\$36.74	\$38.29	\$40.04
	M	\$4,034.18	\$4,190.51	\$4,359.87	\$4,533.57	\$4,717.40	\$4,908.47	\$5,108.23	\$5,318.12	\$5,542.48	\$5,795.79
	A	\$40,341.83	\$41,905.13	\$43,598.70	\$45,335.70	\$47,174.03	\$49,084.73	\$51,082.28	\$53,181.15	\$55,424.78	\$57,957.90
C2	H	\$27.87	\$28.95	\$30.12	\$31.32	\$32.59	\$33.91	\$35.29	\$36.74	\$38.29	\$40.04
	M	\$4,528.88	\$4,704.38	\$4,894.50	\$5,089.50	\$5,295.88	\$5,510.38	\$5,734.63	\$5,970.25	\$6,222.13	\$6,506.50
	A	\$54,346.50	\$56,452.50	\$58,734.00	\$61,074.00	\$63,550.50	\$66,124.50	\$68,815.50	\$71,643.00	\$74,665.50	\$78,078.00

S	C	1	2	3	4	5	6	7	8	9	10
D	H	\$26.90	\$27.92	\$29.03	\$30.18	\$31.40	\$32.68	\$34.01	\$35.40	\$36.88	\$38.63
	M	\$4,371.25	\$4,537.00	\$4,717.38	\$4,904.25	\$5,102.50	\$5,310.50	\$5,526.63	\$5,752.50	\$5,993.00	\$6,277.38
	A	\$52,455.00	\$54,444.00	\$56,608.50	\$58,851.00	\$61,230.00	\$63,726.00	\$66,319.50	\$69,030.00	\$71,916.00	\$75,328.50
E1	H	\$24.54	\$25.43	\$26.41	\$27.45	\$28.53	\$29.64	\$30.83	\$32.07	\$33.37	\$35.12
	M	\$3,552.17	\$3,680.99	\$3,822.85	\$3,973.39	\$4,129.72	\$4,290.39	\$4,462.64	\$4,642.13	\$4,830.31	\$5,083.62
	A	\$35,521.65	\$36,809.93	\$38,228.48	\$39,733.88	\$41,297.18	\$42,903.90	\$44,626.43	\$46,421.33	\$48,303.08	\$50,836.20
E2	H	\$24.54	\$25.43	\$26.41	\$27.45	\$28.53	\$29.64	\$30.83	\$32.07	\$33.37	\$35.12
	M	\$3,987.75	\$4,132.38	\$4,291.63	\$4,460.63	\$4,636.13	\$4,816.50	\$5,009.88	\$5,211.38	\$5,422.63	\$5,707.00
	A	\$47,853.00	\$49,588.50	\$51,499.50	\$53,527.50	\$55,633.50	\$57,798.00	\$60,118.50	\$62,536.50	\$65,071.50	\$68,484.00
F	H	\$23.61	\$24.53	\$25.42	\$26.39	\$27.42	\$28.50	\$29.61	\$30.81	\$32.04	\$33.79
	M	\$3,417.55	\$3,550.72	\$3,679.55	\$3,819.95	\$3,969.05	\$4,125.38	\$4,286.05	\$4,459.75	\$4,637.79	\$4,891.10
	A	\$34,175.48	\$35,507.18	\$36,795.45	\$38,199.53	\$39,690.45	\$41,253.75	\$42,860.48	\$44,597.48	\$46,377.90	\$48,911.03
H	H	\$22.87	\$23.69	\$24.60	\$25.52	\$26.47	\$27.51	\$28.57	\$29.69	\$30.88	\$32.63
L	H	\$16.75									

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

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

NOTES:

- Longevity Columns 6, 7, 8, 9 and 10 reached at 10, 15, 20, 25 and 30 years respectively.
- Numbers have been rounded.
- 5% confidential stipend given to employees assigned confidential responsibilities and/or significant additional responsibilities.

Salary Scale Chart 2B CERTIFICATED HOURLY EMPLOYEES

2022-2023

Effective: July 1, 2022

HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6	7
HOURLY RATE	\$42.80	\$46.55	\$48.64	\$50.84	\$53.14	\$55.55	\$57.30

- Longevity Columns 2, 3, 4, 5, 6 and 7 reached at 6, 10, 15, 20, 25 and 30 years respectively.
- Hourly instructors receive a pro-rated amount of the full time Health & Welfare benefits monthly amount of \$968.43 based on hours worked.
- Hourly instructors, who have 12 years of service and beyond, will have their pro-rated benefits increased to the next 25% increment of the benefit allowance scale.**

SUBSTITUTE TEACHERS

Hourly Rate	Hourly Rate (Long Term Assignment)	Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.
\$34.78	\$38.09	

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

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

Note:

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



Salary Scale Chart 2C ADULT PROGRAMS EMPLOYEES

2022-2023

Effective: July 1, 2022

CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$72,893.80	\$75,882.12	\$79,021.95	\$82,315.64	\$85,775.77	
2	\$74,090.05	\$77,135.75	\$80,337.59	\$83,701.29	\$87,230.32	
3	\$75,310.40	\$78,418.08	\$81,684.22	\$85,113.37	\$88,712.43	
4	\$76,552.56	\$79,723.40	\$83,053.81	\$86,552.99	\$90,222.08	
5	\$77,823.42	\$81,055.10	\$84,453.25	\$88,022.47	\$91,765.01	
6		\$82,414.37	\$85,880.26	\$89,520.63	\$93,338.97	
7		\$83,798.87	\$87,335.94	\$91,048.64	\$94,943.90	
8		\$85,214.39	\$88,819.19	\$92,606.52	\$96,578.68	
9		\$86,655.16	\$90,334.58	\$94,197.68	\$98,247.91	
10		\$88,126.94	\$91,878.67	\$95,819.84	\$99,950.43	
11			\$93,454.90	\$97,474.14	\$101,689.69	
12					\$103,459.93	
17						\$107,978.54
22						\$109,875.07
27						\$111,809.50

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

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

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

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

EDUCATIONAL STIPENDS

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

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

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

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

CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6	7
HOURLY RATE	\$42.80	\$46.55	\$48.64	\$50.84	\$53.14	\$55.55	\$57.30

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

CLASSIFIED EMPLOYEES

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

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

COLUMN AND STEP

S	C	1	2	3	4	5	6	7	8	9	10
AE 3	H	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.66	\$38.16	\$39.77	\$41.47	\$43.22
	M	\$4,875.00	\$5,068.38	\$5,276.38	\$5,492.50	\$5,716.75	\$5,957.25	\$6,201.00	\$6,462.63	\$6,738.88	\$7,023.25
	A	\$58,500.00	\$60,820.50	\$63,316.50	\$65,910.00	\$68,601.00	\$71,487.00	\$74,412.00	\$77,551.50	\$80,866.50	\$84,279.00
AE 4	H	\$25.57	\$26.60	\$27.68	\$28.81	\$30.00	\$31.19	\$32.47	\$33.80	\$35.18	\$36.93
	M	\$4,155.13	\$4,322.50	\$4,498.00	\$4,681.63	\$4,875.00	\$5,068.38	\$5,276.38	\$5,492.50	\$5,716.75	\$6,001.13
	A	\$49,861.50	\$51,870.00	\$53,976.00	\$56,179.50	\$58,500.00	\$60,820.50	\$63,316.50	\$65,910.00	\$68,601.00	\$72,013.50
AE 5	H	\$24.54	\$25.43	\$26.41	\$27.45	\$28.53	\$29.64	\$30.83	\$32.07	\$33.37	\$35.12
	M	\$3,987.75	\$4,132.38	\$4,291.63	\$4,460.63	\$4,636.13	\$4,816.50	\$5,009.88	\$5,211.38	\$5,422.63	\$5,707.00
	A	\$47,853.00	\$49,588.50	\$51,499.50	\$53,527.50	\$55,633.50	\$57,798.00	\$60,118.50	\$62,536.50	\$65,071.50	\$68,484.00
AE 6	H	\$42.80	\$46.55	\$48.64	\$50.84	\$53.14	\$55.55	\$57.30			

For AE 6

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

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

Notes:

- Longevity Columns 6, 7, 8, 9 and 10 reached at 10, 15, 20, 25 and 30 years respectively.
- Numbers have been rounded.