



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, December 7, 2023
5:45 pm

GOVERNING BOARD MEMBERS

Gary Howard, President	Castro Valley Unified School District
Juan Campos, Vice-President	San Lorenzo Unified School District
Joe Ramos, Member	Hayward Unified School District
Evelyn Gonzalez, Member	San Leandro Unified School District

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Thursday, December 7, 2023
Time: 5:45 p.m.
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545
Virtual via Zoom: <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09>

Attend Zoom Meeting Instructions:

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

Meeting ID: **993 9797 8944**

Passcode: **EAROP23**

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

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

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

Public Comment Instructions:

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. We strive to model respectful communication for our students in all of our interactions. According to the Brown Act, the Board may not comment or take action on items not on the agenda.

- **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>.
- **To comment in-person**, individuals who would like to address the Board in-person must complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's President prior to the start of the agenda item. Once called on speakers are requested to go to the podium and begin by stating his/her/their name, and whether the statement is being made as an individual or as a representative of an organization.

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 himself/herself/themselves and his/her/their 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. Core Values

VI. Approval of Agenda

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 (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments.
- Speakers via Zoom should rename their Zoom profile names to their real names to expedite this process.
- If attending virtually, 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. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 4)

IX. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of October 12, 2023 (pages 5-11)
- B. Request the Governing Board to approve the Bill Warrants (pages 12-18)
- C. Request the Governing Board to approve the Personnel Action Items (pages 19-20)

- D. Request the Governing Board to approve the Agreement with Finalsite for Website Hosting Services for the 2024-2025 through 2028-2029 School Years (pages 21-45)
- E. Request the Governing Board to approve the MOU with the San Lorenzo Unified School District for Student Transportation for 2023-2024 School Year (pages 46-48)

X. Information Items

- A. Fall Advisory Committee Meetings (page 49)
- B. First Reading of Governing Board Policy and Administrative Regulation 1250: Visitors/Outsiders (pages 50-55)
- C. First Reading of Governing Board Policy and Exhibits 4040: Employee Use of Technology (pages 56-73)

XI. Action Items

- A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, and Exhibits (pages 74-106)
- B. Request the Governing Board to approve the First Reading and Adoption of the New Governing Board Policies and Administrative Regulations 4161.9/4261.9/4361.9: Catastrophic Leave Program (pages 107-122)
- C. Request the Governing Board to approve the 2023-2024 First Interim Report (page 123)
- D. Request the Governing Board to approve the New Job Descriptions for Adult Programs Staff (pages 124-135)
- E. Request the Governing Board to approve the Adoption of Resolution 4-23/24: Retirement: Kathleen O'Brien (pages 136-137)

XII. Communications

- A. Letter from the Alameda County Office of Education regarding the Adopted Budget (page 138)

XIII. Superintendent's Report

XIV. Governing Board Reports

XV. Future Meeting Dates

- A. Upcoming Eden Area ROP Governing Board Meeting Dates (page 139)

XVI. Adjournment

STUDENT OF THE MONTH



DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

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

CURRENT SITUATION

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

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

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Andrea McLean	Lincoln	Automotive Technology	Espinoza
Rigoberto Venegas	San Leandro	Automotive Technology	O'Leary
Arabella Afusia	San Leandro	Merchandising Occupations	Bello

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board November 2, 2023

I. Call to Order

Gary Howard, Board President, called the meeting to order at 5:45 p.m. on Thursday, November 2, 2023 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Gary Howard, President	Castro Valley USD	
Juan Campos, Vice President	San Lorenzo USD	
Evelyn Gonzalez, Member	San Leandro USD	
Joe Ramos, Member	Hayward USD	arrived at 5:48 pm

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Anissa Barrot	Dental Assisting Instructor
Jessica Fagundes	Career Counselor
Barbara Juarez	Welding Technology Instructor
Gabriela Juarez	Executive Assistant
Jim Kanhai	Careers in Law, Forensics, & Public Safety Instructor

III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Alejandra Renderos read the Eden Area ROP mission statement.

V. Core Values

Blaine Torpey read the Eden Area ROP core values.

VI. Approval of Agenda

Trustee Evelyn Gonzalez moved to approve the agenda. Trustee Juan Campos seconded the motion. By the following vote, the agenda was approved:

AYES:	4 (Campos, Gonzalez, Howard, Ramos)
NOES:	0
ABSTENTIONS:	0

ABSENT: 0

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

None

VIII. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for November 2023:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Adrian Duenas	Castro Valley	Welding Technology	Juarez
Alejandra Renderos	San Leandro	Dental Assisting	Barrot
Katelyn Yasseen	San Leandro	Careers in Law, Forensics & Public Safety	Kanhai

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

IX. Consent Calendar

Trustee Evelyn Gonzalez moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of October 12, 2023
- B. Bill Warrants
- C. Personnel Action Items
- D. Advisory Committee Members
- E. MOU with the Hayward Unified School District for Student Transportation for 2023-2024 School Year

Trustee Joe Ramos seconded the motion.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

X. Information Items

A. ROP Pathway Reviews-Welding and Materials Joining

Manuschka Michaud, Principal, introduced the Welding and Materials Joining pathway which is in the Manufacturing and Product Development sector. The Welding Technology program is offered under this pathway. Ms. Michaud introduced Barbara Juarez, Instructor, to provide an overview of the program.

Ms. Juarez reported that the welding program is an a-g recognized program. The program prepares students and young adults with hands on learning experiences, welding knowledge, welding skills for a successful entry level welding career. Students experience work-based learning by being informed about welding apprenticeships through guest speakers from apprenticeships. Students also hear firsthand stories from journeymen. Students are exposed to worksite learning opportunities. Students are able

to display their skills and knowledge in fabrication, shielding arc and gas tungsten arc in the SkillsUSA competitions. Ms. Juarez shared that several students placed in the competitions. The program curriculum includes hands-on job training and skills in stick, mig, tig, Flux and plasma welding. They also work on team building, professionalism, résumés and interview skills. Those who excel in the program and meet the qualifications are able to attain a mastery certificate that is recognized by the industry and apprenticeships. Obtaining these certificates leads to higher paying wages and qualifying for high demand jobs. Many of her students are currently working as welders or in a related field being paid \$18 to \$38 an hour.

B. ROP Pathway Review-Patient Care

Manuschka Michaud, Principal, introduced the Patient Care Pathway under the Health Science and Medical Technology sector. The Dental Assisting program offered at the Center is part of the Patient Care Pathway This program is UC a-g approved. Ms. Michaud introduced Anissa Barrot, instructor, to share about the program

Ms. Barrot reported that Dental Assisting (DA) is a fast paced, challenging program offering entry-level dental assisting skills to high school and adult students. The Eden Area ROP facility is equipped with state-of-the-art dental equipment like digital radiography and computerized impressions. The program is a-g approved for DA I and DA II, with DA I receiving Life Science approval.

Upon completion of the dental program, students receive a completion certificate, a Dental Practice Act certification, Infection Control certification and a license to take dental x-rays in the state of California. The Dental Board of California approves all certificates. The Eden Area ROP is also approved teach Coronal Polishing and Pit and Fissure Sealants to adult students as stand-alone courses. Only a handful of ROPs have approval from the Dental Board of California to offer these certifications and licenses.

In addition to certificates that are approved by the state of California, the program was also approved in 2016 by the Dental Assisting National Board (DANB) to qualify our students to take the National Entry Level Dental Assistant (NELDA) exam.

Students' career opportunities are not limited to just dental assisting or registered dental assisting, the program can lead them to a variety of career paths which include becoming a dental hygienist, dental laboratory technician, dentists, DA teacher, dental office business manager, dental insurance processors and dental supply sales associate. There is a high demand for skilled dental assistants throughout the state of California. Students graduating from the Dental Assisting program start off between \$20.00 and \$24.00 per hour.

The program's Advisory committee is active and dedicated and is composed of local dentists, registered dental assistants and one dental hygienist. The registered dental assistants (RDAs) and dental hygienist are all former students.

Ms. Barrot shared that the program has well over 100 different dental offices currently contracted as student internship sites. Students in the Dental Assisting program intern for 6 weeks.

Students participate in many community events such as CDA Cares, Give Kids a Smile and East Bay Stand Down. CDA Cares is an annual event where the California Dental Association provides free dental work for anyone in need. Every year the California Dental Association also holds their annual "Give Kids a Smile Day". This is an event that offers free dental treatment to underprivileged children in California. East Bay Stand

Down is an event held every other year at the Alameda County Fairgrounds that provides dental work to veterans.

She reported that in 2018 the program went through a rigorous and intensive audit, receiving the Dental Board approval of the program for seven years.

C. Recognition of the Eden Area ROP Teacher of the Year

Blaine Torpey, Superintendent, reported Heather Bystrom, Medical Careers Program Instructor, is the Eden Area ROP Teacher of the Year for 2023.

The Governing Board and Superintendent recognized Heather Bystrom, for being named an Alameda County Teacher of the Year. ACOE provided the Eden Area ROP with a short video that was shown during the Teacher of the Year event. The ROP staff shared the video with the Board.

D. Business Partners of the Year

Brigitte Luna, Director of Educational Services, presented the Annual Business Partners of the Year Awards Breakfast. It was held on October 12, 2023 at the Cherryland Community Center in Hayward. Students were masters of ceremony and several students had an opportunity to share their Eden Area ROP and career technical education (CTE) experience. This year, the Eden Area ROP and the four member districts nominated a total of 12 Business Partners of the Year. The following were honored as the Eden Area ROP's Business Partners of the Year:

NAME	COMPANY
Mary Thomas	City of Hayward
Emily Hwang	City of Hayward
Kate Miller	San Leandro Education Foundation
Kristin Anderson	Eric F. Anderson, Inc.
Elisa Feng on behalf of	Bridgegood
Cory Gray	Tenaya Therapeutics
Samantha Jones	Tenaya Therapeutics
Dr. Xiaochuan Chen	Chen Medical Clinic
Michelle Maciel	San Leandro Hyundai Kia
Farah Raja	Deloitte & Touche
Len Renery	Universal Technical Institute
Sgt. Priscilla Silva	Alameda County Sheriff's Office

E. Eden Area ROP Communication Protocols

Blaine Torpey, Superintendent, shared that, with support from professional development provided by the Association of California School Administrators (ACSA), the Eden Area ROP has developed a comprehensive outline of communication protocols. He provided the Board with a one-page summary of the more detailed protocols provided to the Administrative Team.

The diagram is a key visual to assist administrators and staff on the directions in which information should flow. It is also important to note that the Eden Area ROP staff have important considerations regarding not just the internal flow of communications, but with the Eden Area ROP partner schools and districts as well. There is a vertical

component as well as a horizontal one. The goal is to ensure communication flows out effectively, efficiently and wholly.

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

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

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

NUMBER	TYPE	TITLE	STATUS
0410	BP	Nondiscrimination in District Programs and Activities	Revise
1312.2	BP	Complaints Concerning Instructional Materials	New
1312.3	BP	Uniform Complaint Procedures	Revise
1312.3	AR	Uniform Complaint Procedures	Revise
1312.4	AR	Williams Uniform Complaint Procedures	Revise
1312.4	E1	Williams Uniform Complaint Procedures	Revise
1312.4	E2	Williams Uniform Complaint Procedures	Revise
4151/4251/4351	BP	Employee Compensation	Revise
5145.3	BP	Nondiscrimination/Harassment	Revise
6143	BP	Courses of Study	Revise
6161.1	BP	Selection and Evaluation of Instructional Materials	Revise
6161.1	AR	Selection and Evaluation of Instructional Materials	Revise
6161.11	BP	Supplementary Instructional Materials	New

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

XI. Action Items

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

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Joe Ramos the Governing Board approved the second reading and adoption of governing board policies, administrative regulations, and board bylaw.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

XII. Superintendent's Report

Blaine Torpey, Superintendent, reported that on October 12, the Eden Area ROP Educational Services Department hosted an amazing Business Partner of the Year

celebration. Business and industry partners who support Eden Area ROP students with work-based learning opportunities, were celebrated and honored. It was a beautiful event with moving speeches by students and educational partners. It also coincided with the publication of the 2023 Eden Area ROP Annual Report.

He reported that on October 27, the Eden Area ROP submitted a grant application to the California Air Resources Board for a \$1.4 million Zero Emissions Vehicle Training Program. If the Eden Area ROP is awarded the grant, the Eden Area ROP will have a high school program starting in Fall 2025 that teaches students about maintenance and infrastructure for Zero Emission Vehicles. Eden Area ROP staff are working with AC Transit on a partnership that could help develop the Eden Area ROP's first Green Workforce pipeline. This caps a very busy and exciting grant application season. The Eden Area ROP submitted over \$10.9 million in applications.

Superintendent Torpey shared that earlier in the week, the Eden Area ROP held a pumpkin carving competition. Each class in the AM and PM sessions had the opportunity to go to the Eden Area ROP Garden and pick pumpkins for the carving competition. He noted that these pumpkins were the result of the Urban Farming internships where Eden Area ROP student interns prepped the field, built an irrigation system, and planted many different types of squash. The competition was fantastic. Students and staff were very excited to participate. Class pumpkins were judged by a panel of ten staff members on creativity, carving, and connecting it to their pathway. Superintendent Torpey shared photos from the competition.

Superintendent Torpey highlighted that the Eden Area ROP was recognized at a Hayward City Council meeting for bestowing the City a Business Partner of the Year Award as well as for our Urban Farming Internship and the Eden Area ROP participation in the Hayward Food Action Plan.

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

Goal 1: Strengthen EAROP Culture, Climate and Communication

- Strategic Partnerships: Submitted California Air Resources Board (CARB) Zero Emission Vehicle Grant application.

Goal 2: Enhance High Quality CTE Programming and Systems to Support All Students

- Program Self-Assessment: Scaffolded approach to completion of 11 Elements of a High Quality CTE Program Self-Assessment tool and aligning the Pathway Profiles to the elements.

Goal 3: Guide and Support the Development of EAROP Staff

- Recruit, Hire and Retain: Convened first Staff of the Year Selection Committee.

Goal 4: Fiscal, Resource, and Operational Leadership

- Fiscal Stability: Supporting and providing local and regional input on the Governor's Executive Order for the Master Plan for Career Pathways.

XIII. Governing Board Reports

Trustee Evelyn Gonzalez, San Leandro USD representative, shared San Leandro USD has had several ribbon cutting ceremonies which included a dedication for the brand new campus for Lincoln Continuation School.

Trustee Gary Howard, Castro Valley USD representative, shared he is looking forward to the upcoming Eden Area ROP Advisory Committee meetings. He noted that he has been on the Biotechnology Advisory Committee for the last 12 to 13 years.

XIV. Adjournment

The meeting was adjourned at 6:56 p.m. in honor of the indigenous people in the Americas.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of October 24, 2023 through November 16, 2023 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Finalsight for Website Hosting Services for the 2024-2025 through 2028-2029 School Years

BACKGROUND

Each year, the Eden Area ROP contracts for website hosting services. Finalsight (formerly Blackboard) 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 Board approved the Blackboard agreement (Consent Item N) at the June 16, 2022 board meeting, for a contract that runs through fiscal year 2024-2025. Finalsight bought out Blackboard, therefore, we are entering into a new agreement that runs through fiscal year 2028-2029 for the Blackboard agreement that sunsets January 2025. This new agreement shall continue to support the communication goal outlined in the WASC self-study action plan.

CONSENT CALENDAR

FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Eden Area Rop ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <http://www.finalsite.com/masterterms/general> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

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. Pricing Summary

* Indicates products added

[x] Indicates products removed

CMS Platform

Platform	
* Core Communications Platform - Blackboard WCM Conversion View a detailed description of what is included in your software package here https://www.finalsite.com/wcm-conv-pkg	WCM Essential WCM-ESSN

Setup and Creative and Professional Services	
* Blackboard WCM Composer Upgrade View a detailed description of what is included in your software package here https://www.finalsite.com/sow-wcm-conv	

Add-Ons	
* Advanced Search	

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Basic Integrated Site Search	HTTPS Implementation
Calendar Manager	Knowledge Base and Product Training Resources
Website cloud storage / 120 GB	Mobile Friendly, Responsive Designs
Comprehensive Training Program	News / Blogs via Posts (Unlimited)
Content Migration Included	Page Based Notifications (Unlimited)
District Site and 1 Additional Sites	Published Pages (Unlimited)
Drag - and - Drop Page Elements	Resources (Media, Galleries, Document Library)
Faculty / Staff Directory (public facing)	Secure Hosting & CDN
Faculty / Staff Portal	Single Sign-On
Forms Manager (Unlimited forms)	Social Media Feeds for Districts - Standard (2)

Standard Support Plan	
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Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:


Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Jul 01 2024	\$ 1,540
Period 2 - Jul 01 2025	\$ 1,582
Period 3 - Jul 01 2026	\$ 1,625
Period 4 - Jul 01 2027	\$ 1,670
Period 5 - Jul 01 2028	\$ 1,717

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (0) zero years after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Finalsite, or Finalsite provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

On Behalf Of: Eden Area Rop	Active Internet Technologies ('Finalsite')
Signature 	Signature
Name (printed) Anthony Oum	Name (printed)
Title (printed) Fiscal Services Administrator	Title (printed)
Date 12/07/2023	Date

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact Sabrina Ubhoff	Project Contact Johanna Lopez
Title Accounting Technician	Title Website & Marketing Specialist
Address 26316 HESPERIAN BLVD	Phone 510/293-2950
City, State Zip HAYWARD, CA 94545-2458	Email jlopez@edenrop.org
Phone 510/293-2907	
Email subhoff@edenrop.org	

*Executive Sponsor (Superintendent, Head of School, CFO, etc.) Blaine Torpey
Title Superintendent
Email btorpey@edenrop.org

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

Finalsite Master Terms and Conditions

THESE MASTER TERMS AND CONDITIONS ("MASTER TERMS") APPLY TO ALL SERVICES MADE AVAILABLE TO THE CUSTOMER BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE, A CONNECTICUT LIMITED LIABILITY COMPANY HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 AND ITS OPERATING AFFILIATES, INCLUDING SCHOOLADMIN LLC, SCHOOLPOINT, INC. AND FINALSITE HOLDINGS (UK) LIMITED (COLLECTIVELY, "FINALSITE"). THE "CUSTOMER" IS AN ENTITY WHICH ENTERS INTO AN ORDER WITH FINALSITE PURSUANT TO THESE MASTER TERMS. EACH ORDER EXECUTED BY THE PARTIES FORMS A SEPARATE CONTRACT BETWEEN WHICH INCORPORATES AND IS GOVERNED BY THESE MASTER TERMS (FINALSITE AND CUSTOMER ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE "PARTIES").

These Master Terms, together with each fully executed Order and Statement of Work, any applicable Services Rider containing terms and conditions specific to any Services forms the contract between Finalsite and the Customer (collectively, the "Agreement"). In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Order, the terms and conditions of the Order shall control with respect to such Order. In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Services Rider, the terms and conditions of the Services Rider shall control with respect to the relevant Services.

1. Ordering Services.

1.1 Services Generally. Finalsite agrees to provide the Customer the services (collectively, "Services") described in a mutually agreed ordering document signed by the Parties (each an "Order"). Services may include access to certain software applications and other technology of Finalsite, including hosting, regular support and maintenance any and all regular updates, enhancements, error corrections, bug fixes, and modifications which are made generally available by Finalsite to its customers (collectively, "SaaS Services") and certain professional services, including deployment of the SaaS Services and other professional services, such as website design, training and consulting services (collectively, "Professional Services"). Specific Services are also subject to the terms and conditions included in the Order during the duration stated therein. The Customer shall only have the right to receive those Services specified in the relevant Order. Subject to the terms and conditions of this Agreement, Finalsite shall make the relevant Services available to the Customer on the Effective Date of the applicable Order. In the course of providing the Services, Finalsite may utilize its employees, affiliates, subcontracts and third party service providers ("Representatives") to provide their services to Finalsite as part of Finalsite's provision of Services to the Customer. Finalsite's Representatives shall include third parties who provide back-up, hosting, support and business recovery services. Finalsite remains responsible for the acts of its Representatives under this Agreement.

2. Usage Rights and Restrictions.

2.1 Usage Rights— SaaS Services. Subject to the terms of this Agreement, Finalsite grants the Customer the right to access and use the SaaS Services described in each Order

solely by the Customer's employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are authorized by the Customer to use the SaaS Services on the Customer's behalf (collectively, "Authorized Users"). With respect to public-facing content which the SaaS Services display on behalf of the Customer, Authorized Users include individuals who access screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which the Customer has chosen to display to the public. The Customer and its Authorized Users shall access the SaaS Services solely via Finalsite's hosted portal. The Customer shall have no other access to any Finalsite technology and shall not be entitled to download or otherwise receive a copy of the SaaS Services. Due to the nature of a SaaS delivery model, the SaaS Services to which the Customer is provided access will be the then-current version of such SaaS Services which is made available by Finalsite to its customers generally. The Customer shall be liable for the acts and omissions of its Authorized Users relating to this Agreement and use of the SaaS Services. Finalsite reserves to itself all rights not expressly granted pursuant to this Agreement.

2.2 Restrictions. The Customer and its Authorized Users shall not (i) access or use the Services beyond the term and specific scope limitations forth in the relevant Order; (ii) modify, copy, transfer, translate or create any derivative works based on the SaaS Services; (iii) override or attempt to override or circumvent any security feature, control or usage limits with respect to the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices contained on or within (or in any materials provided by Finalsite in connection with) the Services; (v) resell or sublicense the Services or use the SaaS Services to provide any services on behalf of any third

parties; (vi) violate any applicable law, regulation, order, decree or judgment in connection with the use of the Services, including any content and data utilized thereby; (vii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the SaaS Services, Finalsité's systems or any software applications deployed by or accessible via integration with Finalsité; or (viii) attempt to gain access to the SaaS Services or any Finalsité systems in a manner not expressly authorized in the Agreement. The Customer shall take all reasonable precautions to prevent any virus or other malicious code from compromising the SaaS Services and/or Finalsité systems, including implementing other industry-standard security protections for any browsers used to access the SaaS Services. The Customer shall only enable access to and allow use of the Services in accordance with the express terms of the Agreement. Additional usage limitations or restrictions may be imposed on the Customer's use of the Services in the relevant Order, including limitations on bandwidth and storage.

2.3 Analytics. The Customer acknowledges that Finalsité may track usage of the SaaS Services by the Customer and its Authorized Users (by use of Google Analytics and other similar means) for purposes of providing, enhancing and maintaining its service offerings, collecting and analyzing cookies and other metadata, for analytical, statistical or benchmarking purposes and for creating analytics related to the use of the SaaS Services by Finalsité customers ("Analytics Data"). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. All right, title and ownership of Analytics Data (including all derivative works thereof) is and shall remain solely and exclusively vested in Finalsité.

3. Service Levels.

3.1 Finalsité will provide the SaaS Services in accordance with the Service Level Agreement ("SLA") available at <https://www.finalsite.com/servicelevels>, as may be amended from time to time in a manner that does not materially degrade the service levels set forth therein.

4. Professional Services.

4.1 Statement(s) of Work. The Parties may also enter into a Statement of Work (each, a "SOW") to describe the scope of certain Professional Services and specific terms and dependencies relating to those Professional Services. In order to be effective, a SOW must be signed by both Parties and reference the applicable Order. Any modifications or changes to the Services following execution of a SOW must be evidenced by a mutually acceptable amendment signed by both Parties.

4.2 Limitations/ Cooperation. Any timetable set forth in a SOW, Order or other project document is a good faith estimate which is dependent on, among other factors, the Customer's provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of the Customer in the SOW. Subject to Section 7.02 of these Master Terms, the Customer shall provide Finalsité access to the Customer's logos and trademarks and other content as may be necessary Finalsité to perform the Professional Services described in an Order.

4.3 Professional Services Representations and Warranties. Finalsité will provide all Professional Services in a professional and workmanlike manner and in accordance with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements described in the applicable Order or SOW, the Customer shall give Finalsité written notification of the deficiency or non-conformance within thirty (30) days after delivery of such Services. Finalsité then shall, within thirty (30) days of receipt of such written notification, use commercially reasonable efforts to correct the deficiency. The Customer shall provide such support and assistance as reasonably requested by Finalsité to discover the cause or a cure for the reported deficiency or non-conformance.

5. Maintenance and Support.

5.1 Scope. Finalsité shall provide maintenance and support of the SaaS Services, including provision of and all regular updates, enhancements, error corrections, bug fixes and modifications to the SaaS Services in accordance with Finalsité's then-current standard support policies and practices as and when made available to customers generally. Finalsité supports the Customer's browser access to the SaaS Services utilizing the then-current version and one prior version of Microsoft Edge, Internet Explorer, Safari, Chrome or Firefox. Certain Support Services are accessible through the "Help" section located in the Customer's interface to the SaaS Services. Finalsité reserves the right to discontinue any Service during the Term for any reason, but in such event Finalsité will notify Customer and, as Customer's sole and exclusive remedy, Finalsité will provide a pro-rata refund for any unused portion of the discontinued Services.

5.2 Enhanced Support. Certain support Services (such as expedited or "priority" support) may be purchased by the Customer under an Order, and, in such event, the terms and conditions of such Support Services, and associated fees, shall be as described in the applicable Order.

6. Third Party Technology.

6.1 Third Party Technology. Finalsité may utilize certain software or other technology of third parties (collectively, “Third Party Technology”) in connection with its provision of the SaaS Services. The SaaS Services may be used to enable the Customer to interact with and/or utilize certain Third Party Technology, such as payment processing, online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that enables functionality within a webpage displayed by the SaaS Services. Finalsité shall be responsible for enabling interoperability between the SaaS Services and the Third Party Technology described in the relevant Order. Except for the foregoing, the Customer is solely responsible and liable for the Customer’s access to or use of any Third Party Technology.

7. Ownership.

7.1 Customer Materials. As between the Customer and Finalsité, Customer Materials are the sole and exclusive property of Customer. “Customer Materials” means, collectively, all data and materials (including text and images) that the Customer and its Authorized Users input, post, submit, or otherwise provide to Finalsité while utilizing the Services and in connection with Finalsité’s provision of Services under this Agreement; and Customer’s logos and trademarks. The Customer shall be solely responsible and liable for the content, accuracy or completeness of all Customer Materials (including monitoring the content of Customer Materials posted on the SaaS Services), and for any infringement of any third party intellectual property rights resulting from by any Customer Materials.

7.2 Use of Customer Materials. During the Term of this Agreement, Customer grants to Finalsité and its Representatives a non-exclusive, royalty-free license to access, modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Materials for purposes of performing Finalsité’s obligations hereunder. Subject to the terms of the Agreement and to the extent permitted by applicable law, Customer authorizes Finalsité and its Representatives to access and process Customer Materials in countries other than the jurisdiction from which the Customer Materials were originally collected. Finalsité shall not use Customer Materials except as authorized by the Customer under this Agreement (including, the applicable DPA) and to the extent required, or permitted, by applicable laws or regulations.

7.3 Services. As between the Customer and Finalsité, Finalsité owns all right, title, and interest in and to: (a) the SaaS Services, including the underlying software applications and technology and all application program interfaces (“API’s”) provided or made available by Finalsité in connection therewith; (b) all documentation, materials, work product and deliverables resulting from or related to the Services; and (c) all enhancements, modifications, updates, upgrades and derivative works thereof and all Intellectual Property Rights in any of the foregoing. Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by the Customer, a third party on behalf of the Customer, jointly by the Customer and Finalsité or a third party on either party’s behalf, belong exclusively to Finalsité, and the Customer hereby irrevocably assigns all rights therein, including all Intellectual Property Rights to Finalsité. For purposes of these Master Terms, “Intellectual Property Rights” means collectively all intellectual or industrial property rights recognized now or in the future under the laws of any jurisdiction throughout the world, including trademarks and trade mark applications, trade names, service marks, patents and patent applications, copyrights, and trade secrets in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing and derivative works and improvements (as such terms are defined and applied under Title 17 and Title 35 U.S.C., respectively).

7.4 Content Restrictions. Customer agrees not to use any 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, Customer represents and agrees that it will ensure that its Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. Finalsité takes no responsibility and assumes no liability for any Customer Materials that it, or any Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via any Service, and Customer agrees Finalsité is acting only as a passive conduit for the online distribution and publications of such Customer Materials.

7.5 Removal of Content. If Finalsité determines in good faith that any Customer Materials 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 potential liability to Finalsité or a violation of applicable law or the terms or restrictions of the Agreement, then we may remove the offending Customer Materials, suspend

Customer's and/or your Authorized Users' use of the Services, and/or pursue other remedies and corrective actions.

7.6 Other Rights. Customer hereby grants Finalsité a limited right and license to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

7.7 Feedback. In the event that the Customer or any of its Authorized Users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), Finalsité shall own all such Feedback without compensation to the Customer or its Authorized Users and the Customer hereby irrevocably assigns all rights, including any Intellectual Property Rights, in such Feedback to Finalsité.

8. Protection of Personal Information.

8.1 Provision of Personal Information. In connection with use of the Services set forth in an Order, the Customer and its Authorized Users may from time to time provide Finalsité with certain personally identifiable information of the Customer's students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is protected by various laws and regulations ("Personal Information").

8.2 Data Protection and other Compliance Obligations. Both parties shall comply with their respective obligations under applicable data privacy laws with respect to Personal Information. Finalsité will maintain reasonable and appropriate security measures designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure.

8.3 Customer Data Privacy Obligations. The Customer shall maintain reasonable and appropriate security measures to protect the confidentiality and integrity of its account IDs, passwords, and interaction with the SaaS Services. The Customer shall be responsible for all account activities regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees and other Representatives or Authorized Users and Finalsité is not responsible for unauthorized access to your account. The Customer shall also comply with all applicable laws and regulatory requirements governing Personal Information utilized and transferred in connection with the SaaS Services.

9. Additional Data Privacy Terms.

9.1 Student Data. Personal Information of students, student records and student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student. During the Term of this Agreement, the Customer shall retain control of all Student Data maintained in connection with the Services. Finalsité shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. Finalsité and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize Customer Materials under the terms of this Agreement.

9.2 FERPA. If Customer is located in the United States, Student Data may include "education records" as defined under the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"). To the extent that Finalsité collects or processes Personal Information in education records in the course of providing Services under this Agreement, it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by the Customer for these purposes as a "school official" with legitimate educational interests. In this regard, Finalsité will comply with its responsibilities as a school official under FERPA. Similarly, the Customer will comply with the responsibilities applicable to it under FERPA. The Customer is responsible to obtain any necessary consents prior to providing Student Data to Finalsité and is wholly responsible for providing annual notice to students and parents or other legal guardians of their rights with respect to FERPA and other applicable law.

9.3 Additional Data Processing Terms. Additional data processing terms applicable to Customer's jurisdiction are available at <https://www.finalsite.com/dpa> (each, a "DPA") and are incorporated into and made a part of these Master Terms. Finalsité may amend or supplement any DPA from time to time to address current best practice or to address changes in applicable law. Such additional terms will become part of this Agreement unless Customer objects in writing within ten (10) days of any posted update, provided that any changes required by law shall become part of this Agreement immediately upon the effective date of such change.

10. Consent to Use/Transfer

10.1 Consents. The Customer represents and warrants that at all times during the Term, it has obtained all consents necessary for Finalsité to access and use the Customer Materials and Student Data for purposes of providing the Services, including those consents related to the collection, use, maintenance and transfer of Personal

Information (including Student Data) in compliance with applicable law and regulatory requirements (including the Children's Online Privacy Protection Act, as amended). Finalsité may rely on this Agreement as the Customer's representation that all necessary consents have been obtained and Finalsité shall not be required to independently verify such fact or compliance by the Customer with applicable law with respect thereto.

10.2 Authorized Use. The Customer further represents and warrants that the use of Personal Information and other Customer Materials by Finalsité, in accordance with the terms of the Agreement, does not and will not violate any applicable law or regulatory requirements, or result in the breach of any covenant or obligation that the Customer has to any person or entity. The Customer acknowledges that Finalsité has no responsibility to review or monitor any Customer Materials, including reviewing or determining the legality, accuracy or completeness of Customer Materials. Finalsité, however, reserves the right to take any action with respect to the Services that Finalsité deems necessary or appropriate in its sole discretion if Finalsité reasonably believes the Customer's use of the Services could violate applicable law or regulatory requirements, create liability for Finalsité, its affiliates and/or its suppliers, or could otherwise compromise or disrupt services provided to other customers.

11. Customer Responsibilities.

11.1 Hardware and Customer Procedures. In addition to its other responsibilities as set forth in this Agreement, the Customer is solely responsible for and assumes all liability relating to (i) decisions about the Customer's computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by the Customer to access and use the SaaS Services as contemplated in this Agreement; (iii) the Customer's procedures and criteria, including any claim by an applicant, student, parent or employee arising from the Customer's procedures or criteria and any violation of any applicable statutory or regulatory requirements resulting from implementation of the Customer's procedures and criteria; and (iv) provision and maintenance of all domains and URLs used by the Customer and its Authorized Users to access the Services.

11.2 Compliance with Law. The Customer and its Authorized Users shall comply with all applicable law and regulatory requirements in their respective execution, delivery and performance of this Agreement and access to and use of the Services.

11.3 Terms of Use. Access and use of the Services is contingent upon compliance with the terms and conditions of this Agreement. The Customer warrants and covenants that neither the Customer or its Authorized Users will: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing in violation of third-party privacy or property rights, or otherwise violate applicable law; (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; or (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease. The Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsité to prevent or cease such use from continuing. The Customer will notify Finalsité in writing, within three (3) business days of discovery of facts indicating that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall fully cooperate with Finalsité to remedy such violation. The Customer shall be solely responsible and liable for such violative use.

12. Term of the Agreement/Orders.

12.1 Term. This Agreement shall become effective on the effective date of the first Order entered into by the Customer and Finalsité and shall continue through the termination date of all Orders hereunder (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein (each, a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term. The Initial term and all Renewal Terms are collectively referred to as the "Term".

13. Termination

13.1 Uncured Breach. In the event either party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting

Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.2 Insolvency. Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

13.3 Inactivity. Either party may terminate this Agreement upon written notice at any time when there are no Orders then in effect. In addition, this Agreement shall automatically expire if there are no Orders or SOWs Work in effect for a continuous period of six (6) months.

13.4 Effects of Termination. Termination of this Agreement or any Order shall terminate all Services provided by Finalsité thereunder without the requirement of additional notice by Finalsité, and the Customer and its Authorized Users shall cease all use of the applicable Services on or before the effective date of termination or expiration. The due dates of all payments owed by the Customer to Finalsité under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

14.1 Use of Third Party Contractors. Subject to the term of this Agreement, including the relevant DPA and applicable law, Finalsité may utilize third party subcontractors and/or subprocessors in its sole discretion to perform, or support performance of, any Services under this Agreement. In such event, Finalsité shall not be relieved from its obligations under this Agreement. The Customer hereby provides its general consent to Finalsité to such subprocessing. A current list of subprocessor utilized by Finalsité in provision of Services can be found at <https://www.finalsite.com/subprocessors>.

15. Fees and Expenses

15.1 Fees. All fees and expenses payable by the Customer shall be payable in the amounts and on such payment dates as described in the applicable Order. The Customer may ACH or wire payments or pay via check. If the Customer elects to pay via check, the check must be drawn on a U.S. bank. Fees stated in any Order are fixed for the current term of the Order for the scope of Services described in such Order. Thereafter, Finalsité may increase fees for any Renewal Term effective as of the commencement of such renewal term by providing at least thirty (30) days' advance written notice to the

Customer of the increase. Any requested changes to the scope of Services requested by the Customer shall be subject to additional fees, which shall be reflected in an amendment to the existing Order or a new Order executed by the Parties. All amounts payable by the Customer under this Agreement will be paid to Finalsité without setoff or counterclaim, and without any deduction or withholding. All fees are non-refundable.

15.2 Expenses. In addition to obligation to pay fees, the Customer shall reimburse Finalsité for all travel and other out-of-pocket expenses reasonably incurred by Finalsité in rendering Services to the Customer under any SOW. Except as described in a SOW, all such expenses shall be payable by the Customer upon execution of the relevant SOW.

15.3 Payment Terms. All Services fees are payable annually in advance. Payment for the invoice covering the first year of any Order is due and payable upon execution of the relevant Order. Thereafter, Finalsité will invoice the Customer for each subsequent annual period on each annual anniversary of the effective date of the relevant Order. All invoices under any Order shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, Finalsité may charge interest at the rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is less, on all overdue, unpaid amounts until payment is received by Finalsité. All fees incurred by Finalsité for collections (including attorneys' fees and costs) must be paid or reimbursed by the Customer. All invoices shall be sent to Customer at the billing address set forth in the Order.

15.4 Suspension for Non-Payment. In the event the Customer fails to pay any amounts owing under any Order for sixty (60) days from date of invoice, without limiting its other rights and remedies, Finalsité may suspend Services to the Customer until such amounts are paid in full. Finalsité will provide the Customer prior notice that the Customer's account is overdue before suspending Services.

15.5 Taxes. The Customer shall be responsible for the payment of, or reimbursement of Finalsité for, any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon Finalsité's net income). Upon request, the Customer shall furnish to Finalsité evidence of payment of any taxes payable by the Customer. If the Customer is exempt from the payment of any such taxes, the Customer will provide Finalsité with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality

16.1 Confidential Information. In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by Finalsité from third parties; (ii) the distinctive methods or procedures which Finalsité uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) each Party's business processes and strategies, (v) all portions of the Customer Materials which are treated as confidential by the Customer; (vi) all Personal Information; and (v) all information clearly identified by either Party as confidential, provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.2 Restrictions on Use and Disclosure. Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to Finalsité's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request and promptly following termination of this Agreement, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes.

17. Representations, Warranties & Disclaimers

17.1 Services Warranties. Finalsité warrants to the Customer that during the Term of the Agreement: (i) all Professional Services will be performed in a professional manner, with the requisite level of qualifications, care and skill, exercised consistent with standard industry practices; and (ii) the features and functions of the SaaS Services will comply in all material respects with the description(s) set forth in the applicable standard user guides and administrative guides when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order. The Customer must provide written notice to Finalsité of any alleged defects and the Customer's sole remedy will be for Finalsité to promptly provide modifications or fixes with respect to the applicable non-conformity.

Unless the Customer provides written notice to Finalsité within ten (10) business days following completion of any Professional Services, any claims of breach of warranty with respect to such Professional Services and resulting work product shall be deemed waived.

17.2 Exclusions. The foregoing are excluded from the foregoing services warranties and Finalsité shall not be liable for: (i) the Customer's or its Authorized Users' use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and relevant Order; (ii) the Customer's or its Authorized Users' use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors in the SaaS Services resulting from the Customer's or its Representatives' or Authorized Users' configuration or manipulation of the SaaS Services, in each case not specifically recommended in writing by Finalsité; or (iv) reduced performance or non-availability of the SaaS Services resulting from failure of network connections.

17.3 Debarment. Finalsité represents and warrants that neither it, nor to its knowledge, any of its respective employees or other Representatives engaged in the provision of Services under this Agreement have been excluded, debarred, suspended or otherwise deemed ineligible to participate in Federal, state or other U.S. governmental programs, nor is it, or to its knowledge its respective employees or other Representatives, included on the list of sanctioned parties maintained by the U.S. government, including, without limitation, the List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Office of Inspector General, the General Services Administration, or any other state or federal governmental agency.

17.4 Finalsite Validity/ Non-contravention Warranties. Finalsite represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Finalsite, duly authorized by all necessary action on the part of Finalsite; and (ii) the execution, performance and delivery of this Agreement by Finalsite are within Finalsite's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsite, (b) any law, rule, regulation, judgment, order or decree applicable to Finalsite's performance of its obligations hereunder or contravene or cause a default under any license, franchise, permit or other similar authorization held by Finalsite, or any agreement to which Finalsite is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.5 Customer Validity/ Non-contravention Warranties. Customer represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of the Customer, duly authorized by all necessary action on the part of the Customer and its governing body; (ii) the Customer has full authority to execute and perform its obligations as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by the Customer are within the Customer's organizational powers, have been duly authorized by all necessary action on the part of the Customer, and do not and will not violate (a) the applicable organizational documents of the Customer, (b) any applicable law, regulatory requirement, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by the Customer, or any agreement to which the Customer is a party, or (c) require the approval or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement. The Customer has provided Finalsite evidence of all necessary approvals prior to execution.

17.6 Disclaimers. It is the Customer's sole responsibility to determine the suitability of the Services for the Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF

THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.7 Liability Limits. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, EXCEPT FOR AMOUNTS OWED BY CUSTOMER UNDER THIS AGREEMENT, FOR ALL CLAIMS BY A PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, A PARTY'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO FINALSITE UNDER THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.8 Waiver of Indirect Damages. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL A PARTY (IN THE CASE OF FINALITE INCLUDING ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

17.9 Customer Procedures and Criteria. In the event the Services described in an Order include implementation of procedures or criterial specified by the Customer (such as the Customer's admission criteria and enrollment procedures), Finalsite expressly disclaims all liability associated with the content, and results obtained by use, of such procedures and criteria. The Customer is solely responsible for the scope if such procedures and criteria and reviewing the Services as configured by Finalsite to ensure compliance with the Customer's

procedures and/or criteria. FINALSITE ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO WHETHER THE CUSTOMER'S PROCEDURES OR CRITERIA COMPLY WITH APPLICABLE LAW OR REGULATORY REQUIREMENTS. TO THE EXTENT THAT CUSTOMER'S PROCEDURES OR CRITERIA VIOLATE ANY APPLICABLE LAWS OR REGULATORY REQUIREMENTS, FINALSITE RESERVES THE RIGHT TO REFUSE TO IMPLEMENT SUCH PROCEDURES OR CRITERIA WITHOUT LIABILITY HEREUNDER.

18. Modifications/ Amendments.

This Agreement (including any Order and/or SOW) can only be modified or amended by a written agreement signed by persons authorized to sign agreements on behalf of each of the Parties.

19. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

20. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

21. Relationship of Parties.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel as may be applicable.

22. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by either Party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Finals site may freely assign this Agreement to an affiliate and/or in connection with a change of control transaction or sale of substantially all of its assets as a going concern.

23. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which may be delayed but shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, including public states of emergency, utility or communications failures, denial of service, hacking and other malicious attacks and activities,, software viruses, telecommunications slow-downs or failure, erroneous data transmission, and causes which could not with reasonable diligence be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must promptly provide written notice to the other Party and act diligently to remedy the cause of the delay or failure.

24. Entire Agreement.

This Agreement, including any and all Orders, SOWs, Exhibits, Schedules, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any purchase order. For clarity, while the Customer may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

25. Indemnification.

25.1 Finals site Indemnity. Finals site will indemnify and defend the Customer against any third-party claim and cause of action and any resulting loss, damage or expense (including reasonable attorney's fees) awarded against the Customer to the extent caused by (i) any fraud or

willful misconduct by Finalsité or its Representatives; or (ii) the infringement by the SaaS Services, as provided by Finalsité and used in accordance with the terms of this Agreement and the relevant Order, of any Intellectual Property Rights of such third party. If any SaaS Services are held or believed to infringe any third party's Intellectual Property Rights, Finalsité may, in its sole discretion, (i) modify the relevant SaaS Services to be non-infringing, (ii) obtain for the Customer the right to continue using the relevant SaaS Services or (iii) if neither (i) nor (ii) are commercially practicable, terminate the relevant Order as to the alleged infringing SaaS Services and return to the Customer any unearned fees for use of such SaaS Services prepaid by the Customer to Finalsité.

25.2 Exclusions. The foregoing indemnity will not apply and Finalsité will not be liable for any damages assessed in any cause of action to the extent such cause of action arises or damages result from (i) the Customer's or its Authorized Users' use of the relevant SaaS Services other than as set forth in this Agreement and the relevant Order; or (ii) the combination, operation or use of the relevant SaaS Services with software, hardware, technology or other materials not approved or supplied by Finalsité, if infringement (including, without limitation, contributory infringement) would have been avoided by use of the relevant SaaS Services without such software, hardware, technology, or other materials.

25.3 Customer Indemnity. Except to the extent expressly prohibited by law with respect to immunity of government entities applicable to the Customer, the Customer shall indemnify and hold Finalsité, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) awarded against Finalsité to the extent caused by: (i) any fraud willful misconduct of the Customer or its Representatives or Authorized Users; (ii) the infringement by the Customer Materials, and/or any Third Party Technology provided to Finalsité or input into the SaaS Services by the Customer or its Authorized Users, of the Intellectual Property Rights of a third party; and (iii) the nature, substance or content of the Customer Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the Customer Materials).

25.4 Indemnity Procedure. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full

cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof; (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission regarding such claim involving the Indemnitor without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice. Each party will take reasonable steps to mitigate any potential damages. If both the Indemnitor and Indemnitee are at fault, then the Indemnitor shall indemnify the Indemnitee only for the percentage of responsibility for the damage or injuries attributable to the Indemnitor.

25.5 Exclusive Remedy. THIS SECTION 25 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

26. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Delaware, USA, excluding conflict of law principles. The original of this Agreement has been written in English and English is the governing language of this Agreement. The Customer waives any right it may have under the law of its territory to have this Agreement interpreted by or written in the language of the territory. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Any disputes arising out of this Agreement or the breach thereof shall be resolved in the state or Federal courts located in Hartford County, Connecticut USA.

27. Export Control.

Customer shall not export or allow the export or re-export the Services, any components thereof or any Confidential Information of Finalsité without our express, prior, written consent and except in compliance with all export control 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.

28. General Definitions.

Reference in this Agreement or any Order or other document incorporated by reference into the Agreement

to the following words shall have the meaning set forth in this Section 31: (i) “ensure” and its derivatives means to use commercially reasonable efforts to pursue the stated aim and does not imply or constitute any guaranty of results or outcomes or any express or implied covenant, warranty or representation; (ii) “best efforts”, “commercially reasonable efforts” and “reasonable efforts” mean acting with diligence and good faith in the performance of the applicable obligation; and (iii) “immediately” means promptly and without undue delay.

SERVICES RIDER – MASS NOTIFICATION SERVICES

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to mass notification Services described in any Order, which may include cell phone calls, SMS text messages, email messages and other notification services (collectively, “Mass Notification Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. Definitions. For purposes of this Agreement, an “Emergency Purposes”, shall have the meaning set forth in the Telephone Consumer Protection Act, 47 U.S.C. § 227, namely, calls made necessary in any situation affecting the health and safety of consumers. “First Responder Incidents” means an occurrence, situation or natural phenomenon which may be 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 for Emergency Purposes. An “Outreach Message” is a Message sent to one or more recipients for general outreach and informational purposes that is not an Emergency Message. The term “Excess Usage” means the amount of SMS texts, email messages, phone voice minutes, iOS/ Android application notifications and other usage metrics initiated through the Mass Notification Services in excess of the usage limits described in the relevant Statement of Work or Order. “Student” means the number of full-time students enrolled at Customer’s institution.

2. Customer Acknowledgement and Obligations.

a. Customer acknowledges that Customer may use the Mass Notification Services for Emergency Purposes and to send Emergency Messages and Outreach messages. However, the parties expressly acknowledge and agree that Mass Notification Services are not designed for responding to First Responder Incidents (including notifying 911, fire, police, ambulance, and/or emergency medical personnel).

b. Customer represents and warrants that: (i) it will comply with all applicable laws and contracts in connection with use of contact data for all message recipients (“Contact Data”) and the Mass Notification Services, and with respect to the content and transmission of calls, texts, email messages and other messages and notifications

(collectively, “Messages”) sent using the Mass Notification Services, 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”); (ii) as to each recipient to be contacted by Finalsité on Customer’s behalf, Customer has obtained consents that may be required by the Telemarketing Laws, CASL and Customer’s applicable privacy policies; (iii) Customer will retain documentary proof of such consents for at least five (5) years from the date the recipient’s contact information is provided by Customer to us; (iv) Customer will suppress and will not provide to Finalsité any contact information for any recipient who has registered their telephone number on the national Do-Not-Call Registry, any similar state or other registries or has otherwise indicated that he or she does not wish to be contacted; (v) Customer will have in place reasonable safety and emergency response policies and procedures to respond to First Responder Incidents which do not utilize the Mass Notification Services; (vi) Customer will not take actions that will subject Finalsité to any liability under applicable law due to the import of Contact Data; (vii) Customer will provide a reasonable means for message recipients to rescind consent to receive Messages and will not send Messages to message recipients who have opted out of receiving Messages; and (viii) where Customer is providing a recipient and/or Student count or other data for the purposes of Finalsité’s Service pricing quotations, such information shall be true and correct. Customer will designate qualified personnel to act as liaisons between Customer and Finalsité with respect to technical, administrative and content matters, and providing accurate and current contact information. Finalsité shall have the right to require Customer to provide a legal compliance plan in connection with Customer’s use of

Finalsite's Mass Notification Services and may audit Customer's compliance with such plan as well as compliance with the terms of this Product Rider. Failure to comply with any provision of this Section 2 is a material breach of the Agreement. Except to the extent prohibited by applicable law, including laws providing for the sovereign immunity of government entities, Customer agrees to indemnify, defend and hold Finalsite harmless from and against all third party claims, lawsuits, proceedings, causes of action, and resulting damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) relating to or arising out of Customer's breach of the foregoing representations, warranties and obligations, 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 Customer distributes using, or Customer's failure to use, the Mass Notification Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit or proceeding: (i) Finalsite may participate in such defense through counsel of its own choosing, which participation shall be at its sole expense, and (ii) Customer shall not settle or permit the settlement of any such third-party claim, lawsuit, or proceeding without Finalsite's prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement for any reason.

3. Political Activities. The Mass Notification Services shall not be used for political activities.

4. Excessive Usage. In the event of Excessive Usage of the Mass Notification Services, additional fees may apply, as described in the relevant Order or Statement of Work. Finalsite will use reasonable commercial efforts to notify Customer via notification through the Mass Notification Services, through Finalsite's representatives and/or via email prior to assessing any such additional charges. Unless otherwise specified in the relevant Order or Statement of Work, Finalsite reserves the right to charge for Excess Usage as it may occur throughout the Term, provided however, any failure by Finalsite to timely invoice for any overages shall not constitute a waiver of Customer's obligation to pay such fees for Excess Usage.

5. Remedies and Disclaimers. In the event of any failure of the Mass Notification Services to comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Mass Notification Services. Customer agrees that the Mass Notification Services are not intended, nor designed, for use in high-risk activities or First Responder Incidents, or in any situation where failure of the Mass Notification Services 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 acknowledge and agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, FINALSITE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE MASS NOTIFICATION SERVICES. Customer agrees that its primary recourse in the event of any actual or potential First Responder Incident should be to contact 911 or a first responder and that the Mass Notification Services are not intended to replace 911 or any other services designed to respond to First Responder Incidents.

SERVICES RIDER – AUDIOEYE

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to accessibility services provided by AudioEye as described in any Order (the “AudioEye Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. The AudioEye Services provided in this Order do not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, or other non-website content or files accessible via the Customer’s domain, (ii) any videos or other multimedia files accessible via the Customer’s domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any third-party domains linked from the Customer’s domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.
2. The AudioEye terms and conditions set forth at <https://www.audioeye.com/terms-of-service/> are incorporated into this Order by reference with respect to access and use of the AudioEye Services.
3. AudioEye will use commercially reasonable efforts to provide Customer with support for the AudioEye Services as specified at <https://www.audioeye.com/sla/>.
4. Except as provided in the relevant Order, any code modifications to the SaaS Services required to bring Customer’s domain into accessibility standards which result from either changes in accessibility standards or content changes made by Customer after the launch date of Customer’s domain shall be subject to an additional charge at Finalsight’s then-current Professional Services rates.

Finalsite Core Package for School Districts - Bb / WCM

Communications Platform

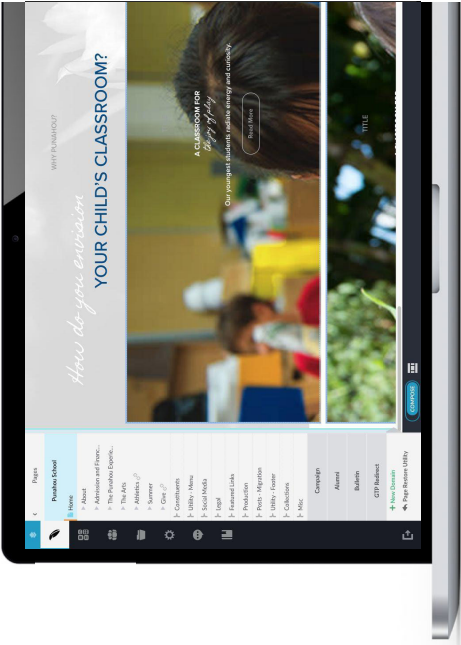
Powerful tools for improving marketing, communications and engagement.

With a mobile-first approach to design and software, quickly develop, publish and share content, embed social media, send emails and post alerts efficiently. A content management system built for school marketing and communications professionals has built-in conveniences for automatically serving device-specific, optimized images and multimedia, and 100% control over content and navigation.

PLATFORM FEATURES

Finalsite Composer Content Management System	Content Migration for Tiers 1, 2, 3
Unlimited Published Pages	Page-Based Notifications (Page Pops)
Knowledge Base and Product Training Resources	Google Cloud Hosting, Security and Integrated CDN
WYSIWYG Content Editor & Drag-and-Drop Page Designer	Base website cloud storage / Bandwidth (based on enrollment) *
Blog, News and Subscriptions with Posts	Page Layouts - Unlimited
Digital Asset Management & Document Library with Resources	Standard Support Plan
Faculty/Staff Directory (Public Facing)	Finalsite Posts
Faculty / Staff Portal	Unlimited
Granular permissions, User Management and Site Editors	Social Media Feeds for Districts- Embeds
HTTPS Implementation	Basic Site Search
Integrated support and ticketing	Single Sign-On (SSO)
Searchable Knowledge Base and Product Training Resources	Resources (Media, Galleries, Document Library)
Mobile-Friendly, Responsive Designs	
Unlimited Calendars (Incl. Integration)	
Drag-and-drop form builder using Forms	

**Bandwidth is measured by the amount of data transferred in a month*



Statement of Work: WCM Conversion

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of services to be performed pursuant to the Master Agreement (the "Agreement") by and between Active Internet Technologies, Inc ("Finalsite") and Client ("Client") which terms are incorporated herein by reference. Finalsite and Client shall be referred to collectively as the "Parties". All capitalized terms shall have the same meaning given to them pursuant to the Agreement unless otherwise set forth herein. In the event of a conflict between any of the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, this Statement of Work will prevail in connection with the Services described in this definition of scope.

Project Summary

The Theme Site Package is a pre-built design website solution with a default project plan duration of 6-10 weeks and covers software enablement and theme selection/configuration. The theme design is a simplified way to generate a responsive website that is built to adapt to mobile devices. Client will select the design of the website from Finalsite's collection of pre-built designs from the Theme Library. With the structure already built, customization options include imagery, logo, school colors and fonts to individualize the theme. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team.

Scope of Services

Project Management

- Assign and coordinate Finalsite project team members and oversee the project milestones, schedule and deliverables, per this SOW.
- Work with Finalsite team members and Client personnel to complete the deliverables outlined in this SOW, manage day-to-day project tasks and serve as Finalsite's primary point of contact in communicating and coordinating with the Client.
- Finalize Project Plan with completion dates for respective milestones.
- Provide status reports to stakeholder Parties.
- Set up software platform and activate purchased modules and storage space per the contract.

Theme Selection

- Client will select a Theme from the Theme Library and utilize the Theme's simulator tool to determine which Theme is best suited for their branding and content needs.
- From that base Theme selection, Client has the option to swap one panel with a panel from another Theme or the Theme Panel Library.
- Once a Theme selection (and panel swap, if chosen) has been installed, it cannot be exchanged for a different Theme (or panel selection). If a different selection is required, that effort will be handled under a separate statement of work.

Theme Implementation

- For the district/organization site, the selected Theme (with panel swap, if chosen) will be configured in the Finalsite platform with the organization's chosen web fonts as well as the specified logo and colors.

School Sites

- For each school site, the same selected Theme (with panel swap, if chosen) will be configured with the organization's same chosen web fonts and then configured with the individual logo and colors of each school.

Technical Services

- Perform 2 part Quality Assurance testing of the website with the project team (Finalsite Project Manager, Front-End Developer and QA Specialist) and amend errors as needed.
 - Part 1: Technical Review to test for design and/or content display issues in the supported browsers and devices. Supported browsers generally include the current version and the two previous versions.
 - Part 2: Accessibility testing to comply with WCAG 2.0 level A/AA standards per the time of this statement of work.
- As a national firewall like China's will adversely impact website performance of all websites, even those absent specifically prohibited content, it is also recommended that Client follow Finalsite's guidelines for offsetting these performance impediments by optimizing the website for performance, e.g. minimizing the use of bandwidth-intensive design assets such as auto-playing video or slideshows, large images, certain types of dynamic content, etc. Similarly, Clients located in areas known to have lower bandwidth internet access and/or periodic network performance degradation should make Finalsite's design team aware of these considerations prior to selecting the Theme design.
- An SSL certificate will be installed with a wildcard to support primary domain and subdomains. If additional certificates are needed, that effort will be handled under a separate statement of work. The issuing and installation of SSL security certificates, allowing for data submitted to or displayed by the website to be encrypted, is also restricted for individuals, organizations, and domain names registered in countries on the U.S. Export banned or restricted countries list. This list is subject to change at any time but currently includes Afghanistan, Cote d'Ivoire, Cuba, Eritrea, Guinea, Iraq, Iran, North Korea, Liberia, Myanmar, Rwanda, Sudan, Sierra Leone, South Sudan, Syrian Arab Republic, Zimbabwe. Client is responsible for knowing whether they are impacted by restrictions imposed by U.S. Export laws.

Accessibility

- Finalsite will perform a manual accessibility test in addition to using the WAVE automated testing tool to resolve issues to ensure WCAG 2.0 AA-level compliance. This review focuses on the structure/layout of the overall site design as well as the homepage.

- Finalsite is responsible for addressing errors found in site structure including, but not limited to: headers, footers, navigational sections, color contrasts, keyboard accessibility, and module elements. Please note that warnings which are presented in compliance scans/reports do not necessarily indicate errors; they are indicators for a manual check and commonly remain notated in reports even after resolution.

Training & Consulting

- Client will attend training webinars, utilize on-demand training videos, and additional online resources on the Finalsite CMS and Modules as recommended by Finalsite.
- Client will have access to group-based study sessions with training team members for the duration of their website deployment project.
- Client will be paired with an Implementation Consultant, who will guide them through best practices and tips in setting up and deploying their website through a successful launch.

Data & Integration

- Finalsite Project Manager will provide the appropriate Excel templates based on purchased modules that will be populated with School data by the Client using the exact columns and format.
- Finalsite will provide a one-time import for review and troubleshooting, and a second one for a final import before site launch.
- If the project includes data integration or Single Sign-On (SSO) functionality, Finalsite Data Integration services will provide instructions and documentation relating to setup and configuration requirements for the Client's system environment.
- Ultimately, Client is responsible for maintaining the configuration of the data mapping and privacy settings, so the methodology followed is geared towards guidance and joint configuration effort. Given this, it is important that Client identify the correct personnel to work with Finalsite during these efforts.

Content Services

- Client receives content migration services as per the contract:
 - Content from the existing Blackboard WCM sitemap and "evergreen" content (text, files and images) on pages will be migrated "as is", making best effort to ensure styles are appropriately applied within the new theme style guide.
 - Finalsite will provide consultation on best practices for Client to recreate dynamic content in Composer, such as forms, news posts, and image galleries.
 - Standard styling will be inherited in the site and generally includes H1-H6, bold, italics, underline, standard bullet and numbered lists. Inline styling may carry over but will not include any custom styling found in external CSS files of the current site.
 - Client is responsible for any content modifications they'd like completed after the migration is delivered. This could include but is not limited to, modifying the page layout to use new features the Finalsite platform affords them or re-styling any content using styles included in the chosen Theme design.

Warranty

- The warranty period begins after the design production and QA phases, content migration, and any other concurrently running project phases. It signifies Finalsite has materially delivered the scope of work per the scope outlined in this SOW and lasts 10 business days.
- Finalsite is responsible for resolving errors found in the delivered website(s) during this period. Errors are defined as the following: design and/or content display issues in supported browsers or devices and include font or color modifications needed for compliance of WCAG standards.
- Design changes will be handled in a separate work order. Design changes and/or requests are defined as inclusive of, but not limited to: font or color changes not deemed necessary for accessibility compliance, design additions or modification to the approved, built out design such as adding or removing panels from the Homepage, the creation of additional content styles, and custom designing content/module elements.

Launch

- As per the Master Service Agreement, both parties will agree to the terms set forth in the MSA that will govern the Warranty and Site Launch Phases.
- Launch date will be coordinated by both parties and mutually agreed upon a minimum of 10 days in advance of this date.

Project Assumptions & Related Notes

1. Client will designate a Project Manager who will be regularly available to meet with Client's personnel and Finalsite's personnel regarding this project.
2. Client project manager will be responsible for managing and delegating resources as required to meet both Clients and Finalsite's deliverables per this SOW.
3. Project Manager will serve as your single point of contact in communicating and coordinating with Finalsite.
4. Client will work with Finalsite Project Manager to define feedback durations and define a mutually agreed to timeline.
5. Client will provide documented Brand Guidelines for each site and will include:
 - a. Logo file
 - b. Approved brand fonts
 - c. Brand colors with web color codes
6. Client will provide timely feedback on tasks assigned to client based on agreed upon project plan.
7. Client will provide feedback as a complete list before any revisions are started during each project phase where Client Feedback is assigned.
8. Client will make the DNS switch to launch the new website.
9. Client will delete sample data and content that is installed with the software.
10. Client will provide all data in prescribed data templates when required.
11. Client is responsible for informing Finalsite of any local laws, prohibitions, restrictions, or local network conditions which may impact design or technology

choices in the building of their website. Client will also follow Finalsite's guidelines pertaining to known regional content prohibitions, restrictions, or local network conditions. For example, China's Golden Shield Project currently blocks many commonly used web tools, websites, and media assets including Google Analytics, Google Docs, Google Maps, Google Site Search, YouTube, Google Fonts, TypeKit fonts, Twitter, Facebook, and many other social media sites (this list is not comprehensive, Client bears ultimate responsibility for monitoring the full extent of any local restrictions). Inclusion of scripts, feeds, embeds, etc. from locally prohibited/filtered/blocked sources will negatively impact site performance, and if Client chooses to utilize them on their website, Finalsite will not be responsible for any resultant impact on site performance, or censure or other legal actions taken by local authorities.

12. Client is responsible for purchasing web font licenses, if needed, and supplying the necessary files to Finalsite.
13. Every Finalsite contract includes connecting Finalsite Payments, powered by the BlueSnap payment gateway. Any other gateway supported by Finalsite ([Compatible Payment Gateways](#)) will include an additional setup and annual licensing fee for Finalsite's Gateway Manager unless otherwise outlined in the Order or in the existing licensed modules.
14. If at any point Client requests to add customization that exceeds the Theme scope or additional services and deliverables to your site, Finalsite will provide a change order with the additional cost and a revised timeline.

Project Schedule

Finalsite will work with the Client to create a formal project plan which is mutually agreed upon and set to the desired completion date. Both parties maintain joint responsibility for adhering to the timeline and critical milestones or otherwise risk not meeting the target completion date. Each phase of the project will require approval from the Client before moving onto the next phase. In the event that critical milestones are not able to be met, Finalsite and the Client will issue a revised timeline that is mutually agreed upon.



DATE: December
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with the San Lorenzo Unified School District for Student Transportation for 2023-2024 School Year

BACKGROUND

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

CURRENT SITUATION

For the 2023-2024 school year, we are once again continuing the MOU between the San Lorenzo Unified School District (SLzUSD) and the Eden Area ROP to provide daily transportation services to and from SLzUSD high schools to the Eden Area ROP Center.

CONSENT CALENDAR



San Lorenzo Unified School District

BOARD OF EDUCATION
Kyla Sinegal, President
Juan Campos, Vice President/Clerk
Alicia Gonzalez
Samuel Medina
Penny Peck

SUPERINTENDENT
Daryl Camp Ed.D.

ASSISTANT SUPERINTENDENT
Roberto Perez, Ed.D., Business Services
Tracie Noriega, Educational Services
Jessica Saavedra, Human Resources

MEMORANDUM OF UNDERSTANDING BETWEEN SAN LORENZO UNIFIED SCHOOL DISTRICT (SLZUSD) AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP) JANUARY 2024 – JUNE 2024 TRANSPORTATION AGREEMENT

The San Lorenzo Unified School District ("SLZUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

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

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

SLZUSD agrees to assign each School Bus with qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. SLZUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs which results in serious injuries or death, SLZUSD will immediately notify the Eden Area ROP.

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

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

Control and discipline on the school bus is the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the Principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the San Lorenzo Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the Principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

SLZUSD agrees to provide bus transportation from January 8, 2024 through June 2024. The total cost will be \$69,471.00 with a maximum of 7,440 miles for 93 days of service (School Days). This includes two (2) assigned school buses for service of SLZUSD locations. This includes pickups and drop offs between Eden Area ROP and SLZUSD High Schools (Arroyo High, San Lorenzo High, East Bay Arts and Royal Sunset Continuation School). If student passenger ridership increases beyond the capacity of two school buses, then a daily rate of \$373.50 per school bus will be applied.

The daily average mileage is as follows:

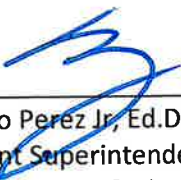
District	Est. Miles/Day	Est. Miles/Year
San Lorenzo	80 miles per day	7,448 (January to May 31, 2024)
Total	80 miles per day	7,448 93 days

A total of 80 miles per day is estimated for the two assigned school buses for San Lorenzo Unified School District. This includes pickups and drop offs at Arroyo High, San Lorenzo High/East Bay Arts High, and Royal Sunset Continuation School. Mileage in excess of (total amount above) will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

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


Eden Area ROP agrees to pay the base contract amount of \$69,471.00 in two installments of \$34,735.50 on or before March 31, 2024, and June 30, 2024.

Signed


Roberto Perez Jr, Ed.D.
Assistant Superintendent, Business Services
San Lorenzo Unified School District

11/29/23
Date

Signed


Blaine C. Torpey Superintendent
Eden Area ROP

12/1/23

Date

INFORMATION ITEMS

DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Fall Advisory Committee Meetings

BACKGROUND

Advisory committees have been established and maintained to support our efforts in delivering high quality Career Technical Education (CTE) programs. The Advisory also serves to further develop and evaluate the implementation of our programs. The committees are made up of business and community representatives, instructors, and administrators. Our advisory members from industry work with the instructional staff to integrate rigor and relevancy to prepare students for college and careers. Advisory members also help to establish opportunities with community classroom, cooperative learning experiences, and internships.

CURRENT SITUATION

The CTE/ROP Fall Advisory meeting was held on November 8, 2023, at 5:30 pm. Meetings were organized by pathway and included CTE/ROP instructors and representatives from community and business. Every pathway had an assigned facilitator and notetaker to work through the elements of the meeting's agenda. Administrators from our partnering districts and the Eden Area ROP Center were on hand to support meeting objectives and promote dialogue. The next Advisory Committee meeting is scheduled for April 2024 and will focus on supporting the work of Perkins funding.

RECOMMENDATION

Information only

DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: First Reading of Governing Board Policy and Administrative Regulation 1250: Visitors/Outsiders

BACKGROUND

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

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

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

CURRENT SITUATION

What follows is the first reading of Board Policy and Administrative Regulation 1250: Visitors/Outsiders.

This policy and regulation reflect the need to update the explicit definition of who is a visitor, the requirements of visitors, and what access is granted to visitors. The Eden Area ROP current board policy and administrative regulation will benefit from having more detailed definitions and procedures as well as outlining the means of enforcing the policy and regulation.

The Eden Area ROP welcomes visitors as they are an important part of our community. From family members and partner districts to business partners and vendors, we rely on their support. It is critical to maintain these relationships while building practices to support the safety and security of students and staff.

RECOMMENDATION

Policy 1250: Visitors/Outsiders

Status: DRAFT

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

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting the Eden Area Regional Occupational Program (Eden Area ROP) and students. \The Eden Area Regional Occupational Program (Eden Area ROP) Governing Therefore, the Board encourages interested members of the community parents/guardians and community members to visit the classes, be available as guest speakers and view the educational program.

To ensure minimum the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and Director Pricpal or designee. If When a visit involves a conference is desired with a teacher or the principal, an appointment should be set with the teacher scheduled during noninstructional time.

To ensure the safety of students and staff and avoid potential disruptions, all visitors shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1112 – Media Relations)

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

For purposes of school safety and security, the Director or designee may design a visible means of identification for visitors while on school premises.

The Principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and Principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the Eden Area ROP's complaint processes if they have concerns with any Eden Area ROP program or employee. In accordance with Penal Code 626.7, the Principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of an Eden Area ROP student, shall request written permission from the Principal before entering the school campus or grounds. As necessary, the Principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The Principal also shall report to the Superintendent or designee anytime they give such written permission.

The Principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

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

State References

State References	Description
Ed. Code 32210	Willful disturbance of public school or meeting - https://simbli.eboardsolutions.com/SU/8EXQpLHJQSpUvnd06PfaAw==
Ed. Code 32211	Threatened disruption or interference with classes - https://simbli.eboardsolutions.com/SU/pNBC8hz4kplusF6mCDPplus8QbRg==
Ed. Code 32212	Classroom interruptions - https://simbli.eboardsolutions.com/SU/Y3UquHHOTo3kYnsNrlL7WA==
Ed. Code 35160	Authority of governing boards - https://simbli.eboardsolutions.com/SU/FFplus3PC2rsgGxvplus8DVSsrkQ==
Ed. Code 35292	Visits to schools (Board members) - https://simbli.eboardsolutions.com/SU/2qLEfjSM5EGFWlKa5aCOzw==
Ed. Code 49091.10	Parental right to inspect instructional materials and observe school activities - https://simbli.eboardsolutions.com/SU/L2uoF3vqxplusePXT4mdpiFbg==
Ed. Code 51101	Parents Rights Act of 2002 - https://simbli.eboardsolutions.com/SU/rH6Qy7FBIX2piKQlQ5tH2Q==
Ed. Code 51512	Prohibited use of electronic listening or recording device - https://simbli.eboardsolutions.com/SU/ciCt9PfBYvBXveNYtIKC8g==
Evid. Code 1070	Refusal to disclose news source - https://simbli.eboardsolutions.com/SU/G0df39akR12l8UUbSkcAkA==
Lab. Code 230.8	Discharge or discrimination for taking time off to participate in child's educational activities - https://simbli.eboardsolutions.com/SU/XZfQTH7IC97oltryjC7Mhw==
Pen. Code 290	Sex offenders - https://simbli.eboardsolutions.com/SU/BC6kOdRC1cjbplumxdA92Rug==
Pen. Code 626-626.11	Weapons on school grounds and other school crimes - https://simbli.eboardsolutions.com/SU/Xlslsh9slshcoCcD30HV7KfmPlhg==
Pen. Code 626.81	Misdemeanor for registered sex offender to come onto school grounds - https://simbli.eboardsolutions.com/SU/wF1N8fmmYdismT9slshzOWHgA==
Pen. Code 627-627.10	Access to school premises - https://simbli.eboardsolutions.com/SU/slsh08lJOUW1slshWi5m7e7pv96w==
Pen. Code 627.1	Definitions - https://simbli.eboardsolutions.com/SU/Mtv1uxu5z5J29TZi37ftQ==
Pen. Code 627.2	Necessity of registration by outsider - https://simbli.eboardsolutions.com/SU/kXiY2c9B2Ide7B1ARX0oig==
Pen. Code 627.7	Misdemeanors; punishment - https://simbli.eboardsolutions.com/SU/ZslshJgdgpbJGv7BSbeeNfkGQ==

Management Resources References

Management Resources References	Description
Attorney General Opinion	95 Ops.Cal.Atty.Gen. 509 (1996)

Court Decision

Website

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

Cross References

0470

COVID-19 Mitigation Plan - <https://simbli.eboardsolutions.com/SU/lkd0OQyrdn0CMAAnaMO7MAw==>

1112

Media Relations - <https://simbli.eboardsolutions.com/SU/MZnex5zDZ5qKnaolhitzVQ==>

1240

Volunteer Assistance - <https://simbli.eboardsolutions.com/SU/grfk2plusfw2DJWZ6WMvypaA==>

1240

Volunteer Assistance - <https://simbli.eboardsolutions.com/SU/YCbehdU5XHv0vJxUuUnGiw==>

1312.1

Complaints Concerning District Employees -
<https://simbli.eboardsolutions.com/SU/B8k1JAFQ5XTBbjmYVcdcJw==>

1312.1

Complaints Concerning District Employees -
<https://simbli.eboardsolutions.com/SU/UfrhTFRkuKf8z4GXGxqRg==>

1312.3

Uniform Complaint Procedures - <https://simbli.eboardsolutions.com/SU/NCIIQ1x8xECdtQRniKVEFQ==>

1312.3

Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/BA1WWI3efmsIshPOPghyV4WnQ==>

1312.3-E PDF(1)

Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/W6rvYg4mauU6zHehPSApOQ==>

1312.4

Williams Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/plusISwYV8GLQaugxfSUMWjDw==>

1312.4-E PDF(1)

Williams Uniform Complaint Procedures -
<https://simbli.eboardsolutions.com/SU/VFSWz7BTK4slshMqMdJvAsMplusw==>

1312.4-E(1)

Williams Uniform Complaint Procedures - E(2) -
<https://simbli.eboardsolutions.com/SU/7K30KNjORcb9XOQggC4ImQ==>

1313

Civility - <https://simbli.eboardsolutions.com/SU/BxJMQDuDpFErhDnhTU2k1g==>

1700

Relations Between Private Industry And The Schools -
<https://simbli.eboardsolutions.com/SU/SslshDmNDn1AggDRAk8fk08Yw==>

3513.3

Tobacco-Free Schools - <https://simbli.eboardsolutions.com/SU/tJ0zTsIshslshNJ5llr4szPnCZmw==>

3513.3

Tobacco-Free Schools - <https://simbli.eboardsolutions.com/SU/IDOrNwb4o0L0slsh08FKzDikQ==>

3513.4

Drug And Alcohol Free Schools -
<https://simbli.eboardsolutions.com/SU/A6CQslshkctGGd4y11slsh3FiWsw==>

3515

Campus Security - <https://simbli.eboardsolutions.com/SU/YX0dAqtmXusIshUGoDboobZHQ==>

3515.2

Disruptions - <https://simbli.eboardsolutions.com/SU/6Sslsh5ZFKx6XBP3MPR9uT9cw==>

3515.2

Disruptions - <https://simbli.eboardsolutions.com/SU/l8RKMawepXwJIKODuncGAW==>

3515.3

District Police/Security Department -
<https://simbli.eboardsolutions.com/SU/L0Fr5np1DVqYr6TJPe2slshWQ==>

3515.3

District Police/Security Department -
<https://simbli.eboardsolutions.com/SU/q1rTEQ6PwHhRaYUpluskfIXzQ==>

5020

Parent Rights And Responsibilities -
<https://simbli.eboardsolutions.com/SU/ZHUslshmk3JPNnlMABEic3h6Q==>

5020

Parent Rights And Responsibilities -
<https://simbli.eboardsolutions.com/SU/MTPLQkGLMGE194ImkZnJXQ==>

5142

Safety - <https://simbli.eboardsolutions.com/SU/s0wxslshzp2nelMI7plusZoY8aWQ==>

5142

Safety - <https://simbli.eboardsolutions.com/SU/uFiA8ZaTQK0kYnabvRtgJQ==>

Regulation 1250: Visitors/Outsiders

Status: DRAFT

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

The Superintendent or designee shall post at every entrance to the Center a notice setting forth visitor describing registration requirements, Center hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the Director/Principal or designee, a staff member shall accompany visitors/outside while they are on school grounds.

Registration Procedure

In order to register, a visitor shall, upon request, furnish the Director/Principal or designee with the following information: (Penal Code 627.3)

1. His/her The visitor's name, address and occupation
2. His/her The visitor's age, if less than 21
3. His/her The visitor's purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Denial of Registration/Principal's Registration Authority

The Director/Principal or designee may refuse to register any visitor if he/she the Principal or designee reasonably concludes that the visitor's individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The Director/Principal or designee or school security officer may revoke a visitor's registration if he/she has they have a reasonable basis for concluding that the visitor's individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

~~The Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds.~~ When a visitor fails to register, or when the Principal or designee denies or revokes a visitor's registration privileges, the Principal or designee may request that the individual promptly leave school grounds. When a visitor is directed to leave, the Director/Principal or designee shall inform the visitor that if he/she the visitor reenters the school within seven days he/she the visitor will may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or Director/Principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why they he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or Director/Principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or Director/Principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

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

State References

Ed. Code 32210

Description

Willful disturbance of public school or meeting -
<https://simbli.eboardsolutions.com/SU/8EXQpLHJQSpVnd06PfaAw==>

Ed. Code 32211	Threatened disruption or interference with classes - https://simbli.eboardsolutions.com/SU/pNBC8hz4kplusF6mCDPplus8QbRg==
Ed. Code 32212	Classroom interruptions - https://simbli.eboardsolutions.com/SU/Y3UquHHOTo3kYnsNrIL7WA==
Ed. Code 35160	Authority of governing boards - https://simbli.eboardsolutions.com/SU/FFplus3PC2rsgGxvplus8DVSsrkQ==
Ed. Code 35292	Visits to schools (Board members) - https://simbli.eboardsolutions.com/SU/2qLEfjSM5EGFwIKa5aCOzw==
Ed. Code 49091.10	Parental right to inspect instructional materials and observe school activities - https://simbli.eboardsolutions.com/SU/L2uoF3vqxplusePXT4mdpiFbg==
Ed. Code 51101	Parents Rights Act of 2002 - https://simbli.eboardsolutions.com/SU/rH6Qy7FBIX2piKQIQ5tH2Q==
Ed. Code 51512	Prohibited use of electronic listening or recording device - https://simbli.eboardsolutions.com/SU/ciCt9PbYvBXveNYtIKC8g==
Evid. Code 1070	Refusal to disclose news source - https://simbli.eboardsolutions.com/SU/G0df39akR12l8UUbSkcAkA==
Lab. Code 230.8	Discharge or discrimination for taking time off to participate in child's educational activities - https://simbli.eboardsolutions.com/SU/XZfQTH7IC97oltryjC7Mhw==
Pen. Code 290	Sex offenders - https://simbli.eboardsolutions.com/SU/BC6kOdRC1cjbplusmxdA92Rug==
Pen. Code 626-626.11	Weapons on school grounds and other school crimes - https://simbli.eboardsolutions.com/SU/Xlslsh9slshcoCcD30HV7KfmPlhg==
Pen. Code 626.81	Misdemeanor for registered sex offender to come onto school grounds - https://simbli.eboardsolutions.com/SU/wF1N8fmmYdismT9slshzOWHga==
Pen. Code 627-627.10	Access to school premises - https://simbli.eboardsolutions.com/SU/slsh08IJ0UW1slshWi5m7e7pv96w==
Pen. Code 627.1	Definitions - https://simbli.eboardsolutions.com/SU/Mtv1uxu5zZ5J29TZi37ftQ==
Pen. Code 627.2	Necessity of registration by outsider - https://simbli.eboardsolutions.com/SU/kXiY2c9B2Ide7B1ARX0ojg==
Pen. Code 627.7	Misdemeanors; punishment - https://simbli.eboardsolutions.com/SU/ZslshJgdgpbJGv7BSbeeNfkGQ==

Management Resources References

Attorney General Opinion	95 Ops.Cal.Atty.Gen. 509 (1996)
Court Decision	Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDslshXk6R5akQ==

Cross References

0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/lkd0OQyrnd0CMAAnaMO7MAw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/MZnex5zDZ5qKnaolhltzVQ==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/grfk2plusfzw2DJWZ6WMvvpA==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/YCbehdu5XHV0vJxUuUnGiw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/88k1jAFO5XTBbjmYVcdcJw==

1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/UfrRhTFRxuKf8z4GXGxqRg==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/NCIIO1x8xECdtQRniKVfQQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/BA1WWI3efmslshPOPghyV4WnQ==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/W6rvYg4mauU6zHehPSApOQ==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/pluslSwYV8GLQaugxfSUMWjDw==
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/VFSWz7BTK4slshMqMdJvAsMplusw==
1312.4-E(1)	Williams Uniform Complaint Procedures - E(2) - https://simbli.eboardsolutions.com/SU/7K30KNjORcb9XOQggC4lmQ==
1313	Civility - https://simbli.eboardsolutions.com/SU/BxJMQDuDpEErhDnhTU2k1g==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/SslshDmNDn1AggDRAk8fk08Yw==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/tJ0zTslshslshNJ5llr4szPnCZmw==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/IDOrNwb4o0L0slsh08FKzDikQ==
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/A6CQslshkctGGd4yl1slsh3FiWsw==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/YX0dAqtmXuslshUGoDboobZHQ==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/6Sslsh5ZFKx6XBP3MPR9uT9cw==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/l8RKMawepXwJlKODuncGAw==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/L0Fr5np1DVqYr6TJPe2slshWQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/q1rTFQ6PwHhRaYUpluskfIXzQ==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/ZHUsIshmk3JPNnIMABElc3h6Q==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/MTPLQkGLMGE194lmkZnJXQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/s0wxslshzp2nelMI7plus7oY8aWQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/uFiA8ZaTQK0kYnabvRtgJQ==

DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: First Reading of Governing Board Policy and Exhibits 4040:
Employee Use of Technology

BACKGROUND

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

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

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

CURRENT SITUATION

What follows is the first reading of Board Policy and Exhibits 4040: Employee Use of Technology.

The Eden Area ROP's current board policy and exhibit do not explicitly prohibit one-to-one, two-way messaging or communication between staff members and students. The best practice is for staff to use Eden Area ROP devices and resources to communicate with students such that the communications are documented, retrievable and in the best-case scenario, one-way. Should one-to-one, two-way communication be necessary, staff should obtain parent/guardian permission.

The updated policy and exhibit will reflect these changes. Similarly, the Eden Area ROP is adding an exhibit that will be used to obtain written parent/guardian permission.

RECOMMENDATION

Information only

Policy 4040: Employee Use Of Technology

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting Eden Area Regional Occupational Program (Eden Area ROP) and school operations; and improving access to and exchange of information. The Governing Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

{cf. 0440 – District Technology Plan}

{cf. 1100 – Communication with the Public}

{cf. 1113 – District and School Web Sites}

{cf. 1114 – District-Sponsored Social Media}

{cf. 4032 – Reasonable Accommodation}

{cf. 4131 – Staff Development}

{cf. 4231 – Staff Development}

{cf. 4331 – Staff Development}

Employees shall be responsible for the appropriate use of technology and shall use Eden Area ROP technology primarily for purposes related to their employment.

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

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

{cf. 4119.21/4219.21/4319.21 – Professional Standards}

{cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information}

{cf. 4119.25/4219.25/4319.25 – Political Activities of Employees}

{cf. 5125 – Student Records}

{cf. 5125.1 – Release of Directory Information}

{cf. 6162.6 – Use of Copyrighted Materials}

{cf. 6163.4 – Student Use of Technology}

Eden Area ROP technology includes, but is not limited to, computers, the Eden Area ROP's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through Eden Area ROP-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of Eden Area ROP technology. Upon employment and whenever significant changes are made to the Eden Area ROP's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use Eden Area ROP technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Governing Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all Eden Area ROP computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the Eden Area ROP, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of Eden Area ROP technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct Eden Area ROP business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of Eden Area ROP technology to the Superintendent or designee.

Inappropriate use of Eden Area ROP technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Governing Board policy, and administrative regulation.

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

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

Electronic Communications with Students

Employees shall communicate electronically only with students through Eden Area ROP approved technology resources. Violation of this policy may result in disciplinary action and/or legal action in accordance with law, Board Policy, and Administrative Regulation. Exceptions to this rule are limited to justifiable circumstances where an employee has a familial relationship with the student involved.

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

State References

Description

Gov. Code 3543.1	Rights of employee organizations - https://simbli.eboardsolutions.com/SU/m7X7sU6S9KfjH0z33KIC6A==
Gov. Code 7920.000-7930.170	California Public Records Act - https://simbli.eboardsolutions.com/SU/IBI6lfok6zP3Bde1F55TFg==
Pen. Code 502	Computer crimes; remedies - https://simbli.eboardsolutions.com/SU/LeNvtlfoplus5mbU4QUxYm8LA==
Pen. Code 632	Eavesdropping on or recording confidential communications - https://simbli.eboardsolutions.com/SU/2plusdlmgXouDLeRHOht5jeRw==
Veh. Code 23123	Wireless telephones in vehicles - https://simbli.eboardsolutions.com/SU/IX1FwliiALOMRRYapMcT2w==
Veh. Code 23123.5	Mobile communication devices; text messaging while driving - https://simbli.eboardsolutions.com/SU/tKGK6qZkGUumjQj6E6GOfg==
Veh. Code 23125	Wireless telephones in school buses - https://simbli.eboardsolutions.com/SU/nSYr4Ge4FHIXM2KR5YA3Ow==

Federal References

20 USC 7101-7122

20 USC 7131

47 CFR 54.520

Description

Student Support and Academic Enrichment Grants

Internet Safety

Internet safety policy and technology protection measures; E-rate discounts

Management Resources References

Court Decision

Court Decision

Website

Website

Website

Website

Website

Website

Description

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>Federal Communications Commission -
<https://simbli.eboardsolutions.com/SU/rFmFn0jtplusslshkbn8jDPcllg==>American Library Association -
<https://simbli.eboardsolutions.com/SU/ziXdKiQzPM5ZnufeaKplus7jQ==>California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>CSBA -
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>U.S. Department of Education -
<https://simbli.eboardsolutions.com/SU/XcSsJimosIsh3XhJKy4tplus7wplusA==>**Cross References**

0410

0440

0440

1113

1113

1113-E PDF(1)

1114

1114

1340

1340

2121

3512

3512-E PDF(1)

DescriptionNondiscrimination In District Programs And Activities -
<https://simbli.eboardsolutions.com/SU/l6baV54rOilWo8Nplush0k3plusw==>District Technology Plan -
<https://simbli.eboardsolutions.com/SU/RslshfknvrtqLS6l2O66djSqw==>District Technology Plan -
<https://simbli.eboardsolutions.com/SU/RfxtBf867bhYPL5Vh3voKg==>District And School Websites -
<https://simbli.eboardsolutions.com/SU/1jkoouJUIXXrj2BEzHWVUA==>District And School Websites -
<https://simbli.eboardsolutions.com/SU/H2plusFDdQcslsh06TQUsCBPyRyw==>District And School Websites -
<https://simbli.eboardsolutions.com/SU/2ID6yollRgZV45k7tJtFzQ==>District-Sponsored Social Media -
<https://simbli.eboardsolutions.com/SU/DrRYIAkWzbu02sJcWkya9Q==>District-Sponsored Social Media -
<https://simbli.eboardsolutions.com/SU/4rkxjWrEmitNQNDmUslsho2o2A==>Access To District Records -
<https://simbli.eboardsolutions.com/SU/sJI0Q983QjwuOGlyZsiBqw==>Access To District Records -
<https://simbli.eboardsolutions.com/SU/T6tAoJLAtsIF1aZLtyezrA==>Superintendent's Contract -
<https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==>Equipment -
<https://simbli.eboardsolutions.com/SU/GyHoe5DL7at1UQWGCd7JOQ==>Equipment -
<https://simbli.eboardsolutions.com/SU/QBAthzMbORG1k62wZkQ2Aw==>

3580	District Records - https://simbli.eboardsolutions.com/SU/BVBOZJc6bUBBVUHL3OHsw==
3580	District Records - https://simbli.eboardsolutions.com/SU/xvRmbIVplus3rJ1gRwplus5odLvA==
4032	Reasonable Accommodation - https://simbli.eboardsolutions.com/SU/eK452M5kQnYGhD40xSsBPA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/hHL08ZFEVrq2fWwJL5qQuiA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/D7Os5U5GArHx2Cfyi6Zt0A==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/vG8IEvplusgFAa8REgtoHTQw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/n53qzOBCEGohWSgWOFoNzA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/cJ0XxmqujslshxwgdIHJ4K0sw==
4119.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/lrz2uTslshpluso3l8ZiJCD1P9ag==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/iUoZfku8qplusL9A2pCKzS3dQ==
4119.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/BnwnWmUC86HO6A1Pv8TC5Q==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/SKcZRAfchzUtahOLWjY0eQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/VoRaslshttinP9GBVzFdsZLyQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/uP83U93Ls7bxBnKbH0uyyg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/8CAcELrJtCybNFPvCiecyw==
4132	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/xm9M6Z8rEbthHVJ9QTsk1w==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/l17lZduMHKo8put7kPOplusplusQ==
4136-E PDF(1)	Nonschool Employment - https://simbli.eboardsolutions.com/SU/Cwab2RbcOnwuOXGouFmluw==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/0QIb7JgY6lh2j2zSjChKXA==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/l7y7ePiUEZqKyN9vRG1pgg==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/MS2xqRHR9POZudEuusAmw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/Qv4TYtYQZHj9TYplusmXThlqQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/L5frRWWhJTxYy2r2OuQqk6w==
4219.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/NJQ9zeDb7z4szUebtw9EjQ==

4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/L6xFcc0hdppUjb566xoOQQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/UnlzMtjoly0fkBOcG4ZrMg==
4219.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/XzwwlkhAeQ80fj8mPTVmzw==
4219.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/26N270Y773Xbx8NttX5STQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/GJ5nOaM5sMBqslsh21YMISuzQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/IQtCNZih73p1VSMTZSLbdw==
4232	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/HKsd8plusLyzRFYlbsZJjslshHMw==
4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/YylaMaEJjnPdpqS7Ci4F0w==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/UWeQvxPlzcLEVkslsh3jVrwUA==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LYG72eG7EyKkWFI5slshJZ0TQ==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/UuBWDXwVfK8sRA1bwccJlg==
4319.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LpTkpE99iM5uqkEdplusGiAoA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/jtFNj01GCtv96WQS8QUQTQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/SbNNhECB0KlySslshQpsFOM7w==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/FEDeJMdGgJmuugihzeFErA==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/pB01E3Bmj2Kacu678Fl61g==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/4hQSTslshAUKRRgnPTBh0goyw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348oslshRcw==
4332	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/63bMplusgqDtJ4qX5xg6F8Xwg==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/J4cartGrEslshslsh5HVFg1ILREA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QlsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNC3VjqQ==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/nBIMDQybeRKnOHPijelpHA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/7RrvG7ihe3wXkO8fqafa6A==
6162.6	Use Of Copyrighted Materials - https://simbli.eboardsolutions.com/SU/KGOZjglkMPmOrvAslshEI88rQ==

6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/4swqidRakm4AHszd2Magxw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/CY2BagsiitdE8wG0FLJ7Ow==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/xqk1B7bezEkeSjPJqLYuXg==

Exhibit 4040-E(1): Employee Use Of Technology

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Reviewed Date: 05/07/2020

**ACCEPTABLE USE AGREEMENT
AND RELEASE OF EDEN AREA ROP FROM LIABILITY (EMPLOYEES)**

The Eden Area Regional Occupational Program (Eden Area ROP) authorizes its employees to use technology owned or otherwise provided by the Eden Area ROP as necessary to fulfill the requirements of their position. The use of Eden Area ROP technology is a privilege permitted at the Eden Area ROP's discretion and is subject to the conditions and restrictions set forth in applicable **Governing** Board policies, administrative regulations, and this Acceptable Use Agreement. The Eden Area ROP reserves the right to suspend access at any time, without notice, for any reason.

The Eden Area ROP expects all employees to use technology responsibly in order to avoid potential issues and liability. The Eden Area ROP may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The Eden Area ROP makes no guarantee that the functions or services provided by or through the Eden Area ROP will be without defect. In addition, the Eden Area ROP is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use Eden Area ROP technology shall sign this Acceptable Use Agreement as an indication that **he/she** **the employee** has read and understands the agreement.

Definitions

Eden Area ROP technology includes, but is not limited to, computers, the Eden Area ROP's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through Eden Area ROP-owned or personally owned equipment or devices.

Employee Obligations and Responsibilities

Employees are expected to use Eden Area ROP technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of Eden Area ROP technology shall not interfere with Eden Area ROP business and operations, the work and productivity of any Eden Area ROP employee, or the safety and security of Eden Area ROP technology. The Eden Area ROP is not responsible for any loss or damage incurred by an employee as a result of **his/her** **their** personal use of Eden Area ROP technology.

The employee in whose name Eden Area ROP technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the Eden Area ROP's system for which they do not have authorization.

Employees are prohibited from using Eden Area ROP technology for improper purposes, including, but not limited to, use of Eden Area ROP technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive Eden Area ROP, employee, or student information
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or

designee

4. Engage in unlawful use of Eden Area ROP technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm Eden Area ROP technology or other Eden Area ROP operations (such as destroying Eden Area ROP equipment, placing a virus on Eden Area ROP computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or **Governing** Board policy, administrative regulation, or Eden Area ROP practice
9. Staff shall use only Eden Area ROP authorized Internet-based resources (e.g., Eden Area ROP e-mail, Eden Area ROP grade book tools, Eden Area ROP authorized websites) to communicate with students online. Communication via one-to-one text messaging, private-messaging on websites (e.g., Facebook, Myspace, Twitter), use of personal e-mail, instant-messaging and any other two-way private messaging methods are prohibited unless authorized under Sections 9.a and 9.b.
 - a. Employees may text students if a signed Authorization to Text Message form (E4040) is on file.
 - b. Additional resources may be used to communicate with students, if approved in writing by the Superintendent or designee on a case-by-case basis.

Privacy

Since the use of Eden Area ROP technology is intended for use in conducting Eden Area ROP business, no employee should have any expectation of privacy in any use of Eden Area ROP technology.

The Eden Area ROP reserves the right to monitor and record all use of Eden Area ROP technology, including, but not limited to, access to the Internet or social media, communications sent or received from Eden Area ROP technology, or other uses within the jurisdiction of the Eden Area ROP. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of Eden Area ROP technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any Eden Area ROP technology are the sole property of the Eden Area ROP. The creation or use of a password by an employee on Eden Area ROP technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee uses a personally owned device to access Eden Area ROP technology or conduct Eden Area ROP business, **he/she the employee** shall abide by all applicable **Governing** Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Records

Any electronically stored information generated or received by an employee which constitutes an Eden Area ROP or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of Eden Area ROP or student records.

Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of Eden Area ROP technology, **he/she the employee** shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, **Governing** Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to Eden Area ROP technology and/or discipline, up to and including termination. In addition, violations of the law, **Governing** Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and Eden Area ROP policies and regulations governing the use of Eden Area ROP technology. I understand that there is no expectation of privacy when using Eden Area ROP technology or when my personal electronic devices use Eden Area ROP technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the Eden Area ROP and its personnel from any and all claims and damages arising from my use of Eden Area ROP technology or from the failure of any technology protection measures employed by the Eden Area ROP.

Name: _____ Position: _____
(Please print)

School/Work Site: _____

Signature: _____ Date: _____

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

State References

	Description
Gov. Code 3543.1	Rights of employee organizations - https://simbli.eboardsolutions.com/SU/m7X7sU6S9KfjH0z33KIC6A==
Gov. Code 7920.000-7930.170	California Public Records Act - https://simbli.eboardsolutions.com/SU/IBl6lfok6zP3Bde1F55TFg==
Pen. Code 502	Computer crimes; remedies - https://simbli.eboardsolutions.com/SU/LeNvtlfoplus5mbU4QUxYm8LA==
Pen. Code 632	Eavesdropping on or recording confidential communications - https://simbli.eboardsolutions.com/SU/2plusdlmgXouDLeRHOht5jeRw==
Veh. Code 23123	Wireless telephones in vehicles - https://simbli.eboardsolutions.com/SU/IX1FwliiALOMRRYapMcT2w==
Veh. Code 23123.5	Mobile communication devices; text messaging while driving - https://simbli.eboardsolutions.com/SU/tKGK6qZkGUumjQj6E6GOfg==
Veh. Code 23125	Wireless telephones in school buses - https://simbli.eboardsolutions.com/SU/nSYr4Ge4FHIXM2KR5YA3Ow==

Federal References

	Description
20 USC 7101-7122	Student Support and Academic Enrichment Grants
20 USC 7131	Internet Safety
47 CFR 54.520	Internet safety policy and technology protection measures; E-rate discounts

Management Resources References

	Description
Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Court Decision	City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	Federal Communications Commission - https://simbli.eboardsolutions.com/SU/rFmFn0jtplusslshkbn8jDPcIlg==
Website	American Library Association - https://simbli.eboardsolutions.com/SU/ziXdKiQzPM5ZnufeaKplus7jQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/l6baV54rOIlWo8Nplush0k3plusw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RslshfknvrtqLS6l2O66djSqw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/RfxtBf867bhYPL5Vh3voKg==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/1jkoouJUXXrj2BEzHWWUA==
1113	District And School Websites - https://simbli.eboardsolutions.com/SU/H2plusFDdQcslsh06TQUsCBPyRyw==
1113-E PDF(1)	District And School Websites - https://simbli.eboardsolutions.com/SU/2lD6yollRgZV45k7tJtFzQ==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/DrRYIAkWzbu02sJcWkya9Q==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/4rkxjWrEmtNQNDmUslsho2o2A==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/sJI0Q983QjwuOGlyZsiBqw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/T6tAoJLAtsIF1aZLtyezrA==
2121	Superintendent's Contract - https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==
3512	Equipment - https://simbli.eboardsolutions.com/SU/GyHoe5DL7at1UQWGcd7JOQ==
3512-E PDF(1)	Equipment - https://simbli.eboardsolutions.com/SU/QBAthzMbORG1k62wZkQ2Aw==
3580	District Records - https://simbli.eboardsolutions.com/SU/BVBOZJc6bUBBVUHL3OHsw==
3580	District Records - https://simbli.eboardsolutions.com/SU/xvRmbIVplus3rJ1gRwplus5odLvA==
4032	Reasonable Accommodation - https://simbli.eboardsolutions.com/SU/eK452M5kQnYGHd40xSsBPA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/hHL08ZFVrq2fWwJL5qQuiA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/D7Os5U5GARHx2Cfyi6Zt0A==

4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/vG8IEvplugsFAa8REgtoHTQw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/n53qzOBCEGohWSgWOFoNzA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/cJ0XxmqujslshxwgdIHJ4K0sw==
4119.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/lrz2uTslshpluso3l8ZiJCD1P9ag==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/iUoZfku8qplusL9A2pCKzS3dQ==
4119.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/BnwnWmUC86HO6A1Pv8TC5Q==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/SKcZRAfchzUtahOLWjY0eQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/VoRaslshttinP9GBVzFdsZLyQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/uP83U93Ls7bxBnKbH0uyyg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/8CAcELrJtCybNFPvCiecyw==
4132	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/xm9M6Z8rEbthHVJ9QTsk1w==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/l17lzdumHMKo8put7kPOplusplusQ==
4136-E PDF(1)	Nonschool Employment - https://simbli.eboardsolutions.com/SU/Cwab2RbcOnwuOXGouFmluw==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/0Qlb7JgY6lh2j2zSjChKXA==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/l7y7ePiUEZqKyN9vRG1pqg==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/MS2xqRHR9P0ZudEuusAmw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/Qv4TYtYQZHj9TYplumXThlqQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/L5frRWWhJTxy2r2OuQqk6w==
4219.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/NJQ9zeDb7z4szUebtw9EjQ==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/L6xFcc0hdppUjb566xoOQQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/UnlzMtjoly0fkBOcG4ZrMg==
4219.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/XzwwlkhAeQ80fj8mPTVmzw==
4219.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/26N270Y773Xbx8NttX5STQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/GJ5nOaM5sMBqslsh21YMISuzQ==

4231	Staff Development - https://simbli.eboardsolutions.com/SU/lQtCNZih73p1VSMTZSLbdw==
4232	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/HKsd8plusLyzRFYlbsZJslshHMw==
4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/YylaMaEJjnPdppq\$7Ci4F0w==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/UWeQvxpIzcLEVkslsh3jVrwUA==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LYG72eG7EyKkWFI5slshJZ0TQ==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/UuBWDXwVfK8sRA1bwccJlg==
4319.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LpTkpE99iM5uqkEdplusGiAoA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/jtFNj01GCtv96WQS8QUQTQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/SbNNhECB0KlySslshQpsFom7w==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/FEDeJMdGgJmuugihzeFErA==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/pB01E3Bmj2Kacu678Fl61g==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/4hQSTslshAUKRRgnPTBh0goyw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348oslshRcw==
4332	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/63bMplusgqDtJ4qX5xg6F8Xwg==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/J4cartGrEslshslsh5HVFg1ILREA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QIsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNC3VjqQ==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/nBIMDQvbeRKnOHPijelpHA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/7RrvG7ihe3wXkO8fqafa6A==
6162.6	Use Of Copyrighted Materials - https://simbli.eboardsolutions.com/SU/KGOZjglkMPmOrvAslshEI88rQ==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/4swqidRakm4AHszd2Magxw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/CY2BagsiitdE8wG0FLJ7Ow==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/xqk1B7bezEkeSjPJqLYuXg==

Exhibit 4040-E(2): Employee Use Of Technology

Status: DRAFT

Original Adopted Date: Pending

Authorization to Text Message

Purpose

The Eden Area Regional Occupational Program (Eden Area ROP), in accordance with Board Policy 4040 requires that staff obtains parent permission prior to engaging in text messaging with students. It is the Eden Area ROP's intent that, through this form, parents are made actively aware of who may be sending their student text messages and what that nature of those messages should be.

Staff: _____ Class/Program: _____

Text messaging will be used for:

Duration

From: _____ To: _____

Authorization

I, _____, the parent/guardian of _____ authorize the above named staff member to communicate with my child through text messaging for the reason(s) stated above.

Parent/Guardian Signature _____ Date _____

Student's Full Name _____

Student Cellular Phone Number _____

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

State References

Gov. Code 3543.1

Gov. Code 7920.000-7930.170

Pen. Code 502

Pen. Code 632

Veh. Code 23123

Description

Rights of employee organizations -
<https://simbli.eboardsolutions.com/SU/m7X7sU6S9KfjH0z33KIC6A==>

California Public Records Act -
<https://simbli.eboardsolutions.com/SU/IBl6lfok6zP3Bde1F55TFg==>

Computer crimes; remedies -
<https://simbli.eboardsolutions.com/SU/LeNvtlfoplus5mbU4QUxYm8LA==>

Eavesdropping on or recording confidential communications -
<https://simbli.eboardsolutions.com/SU/2plusdlmgXouDLerHOht5jeRw==>

Wireless telephones in vehicles -
<https://simbli.eboardsolutions.com/SU/IX1FwliiALOMRRYapMcT2w==>

Veh. Code 23123.5

Mobile communication devices; text messaging while driving -
<https://simbli.eboardsolutions.com/SU/tKGK6qZkGUumjQj6E6GOfg==>

Veh. Code 23125

Wireless telephones in school buses -
<https://simbli.eboardsolutions.com/SU/nSYr4Ge4FHIXM2KR5YA3Ow==>

Federal References

20 USC 7101-7122

20 USC 7131

47 CFR 54.520

Description

Student Support and Academic Enrichment Grants

Internet Safety

Internet safety policy and technology protection measures; E-rate discounts

Management Resources References

Court Decision

Court Decision

Website

Website

Website

Website

Website

Website

Description

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>

Federal Communications Commission -
<https://simbli.eboardsolutions.com/SU/rFmFn0jtpIussIshkbn8jDPcIlI==>

American Library Association -
<https://simbli.eboardsolutions.com/SU/ziXdKiQzPM5ZnufeakKplus7jQ==>

California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

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

U.S. Department of Education -
<https://simbli.eboardsolutions.com/SU/XcSsJimosIsh3XhJKy4tplus7wplusA==>

Cross References

0410

Nondiscrimination In District Programs And Activities -
<https://simbli.eboardsolutions.com/SU/l6baV54rOilWo8Nplush0k3plusw==>

0440

District Technology Plan -
<https://simbli.eboardsolutions.com/SU/RslshfknvrtqLS6l2O66djSqw==>

0440

District Technology Plan -
<https://simbli.eboardsolutions.com/SU/RfxtBf867bhYPL5Vh3voKg==>

1113

District And School Websites -
<https://simbli.eboardsolutions.com/SU/1jkoouJUXXrj2BEzHWVUA==>

1113

District And School Websites -
<https://simbli.eboardsolutions.com/SU/H2plusFDdQcslsh06TQUsCBPyRyw==>

1113-E PDF(1)

District And School Websites -
<https://simbli.eboardsolutions.com/SU/2ID6yollRgZV45k7tJtFzQ==>

1114

District-Sponsored Social Media -
<https://simbli.eboardsolutions.com/SU/DrRYIAkWzbu02sJcWkya9Q==>

1114

District-Sponsored Social Media -
<https://simbli.eboardsolutions.com/SU/4rkxjWrEmtNQNDmUslsho2o2A==>

1340

Access To District Records -
<https://simbli.eboardsolutions.com/SU/sJI0Q983QjwuOGlyZsiBqw==>

1340

Access To District Records -
<https://simbli.eboardsolutions.com/SU/T6tAoJLatslF1aZLtyezrA==>

2121

Superintendent's Contract -
<https://simbli.eboardsolutions.com/SU/IORNQkSRCA9cCqs3OgrdZw==>

3512	Equipment - https://simbli.eboardsolutions.com/SU/GyHoe5DL7at1UQWGcd7JOQ==
3512-E PDF(1)	Equipment - https://simbli.eboardsolutions.com/SU/QBAHzMbORG1k62wZkQ2Aw==
3580	District Records - https://simbli.eboardsolutions.com/SU/BVBOZJc6bUBBVUHL3OHsw==
3580	District Records - https://simbli.eboardsolutions.com/SU/xvRmbIVplus3rJ1gRwplus5odLvA==
4032	Reasonable Accommodation - https://simbli.eboardsolutions.com/SU/eK452M5kQnYGhD40xSsBPA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/hHLo8ZfVrq2fWwJL5qQuiA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/D7Os5U5GARHx2Cfyi6Zt0A==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/vG8IEvplugsFAa8REgtoHTQw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/n53qzOBCEGohWSgWOFoNzA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/cJ0XxmqujslshxwgdIHJ4K0sw==
4119.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/lrz2uTslshpluso3l8ZiJCD1P9ag==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/iUoZfku8qplusL9A2pCKzS3dQ==
4119.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/BnwnWmUC86HO6A1Pv8TC5Q==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/SKcZRAfchzUtahOLWjY0eQ==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/VoRaslshttinP9GBVzFdsZLyQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/uP83U93Ls7bxBnKbH0uyyg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/8CAcELrJtCybNEPvCiecyw==
4132	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/xm9M6Z8rEbntHVJ9QTsk1w==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/l17lzdumHKO8put7kPOplusplusQ==
4136-E PDF(1)	Nonschool Employment - https://simbli.eboardsolutions.com/SU/Cwab2RbcOnwuOXGouFmluw==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/OQlb7JgY6lh2j2zSjChKXA==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/l7y7ePiUEZqKyN9vRG1pqg==
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4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/Qv4TYtYQZHj9TYplusmXThlqQ==

4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/L5frRWkJTxYy2r2OuQqk6w==
4219.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/NJQ9zeDb7z4szUebtw9EjQ==
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4231	Staff Development - https://simbli.eboardsolutions.com/SU/GJ5nOaM5sMBqslsh21YMISuzQ==
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4232	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/HKsd8plusLyzRFYlBsZJjslshHMw==
4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/YylaMaEJjnPdppqS7Ci4F0w==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/UWeQvXPlzcLEVkslsh3jVrwUA==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LYG72eG7EyKkWFI5slshJZ0TQ==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/UuBWDXwVFk8sRA1bwccJlg==
4319.11-E PDF(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LpTkpE99iM5uqkEdplusGiAoA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/jtFNj01GCtv96WQS8QUQTQ==
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4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/4hQSTslshAUKRRgnPTBh0goyw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348oslshRcw==
4332	Publication Or Creation Of Materials - https://simbli.eboardsolutions.com/SU/63bMplusgqDtJ4qX5xg6F8Xwg==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/J4cartGrEslshslsh5HVFg1ILREA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QIsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNC3VjqQ==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/nBIMDQvbeRKnOHPijelpHA==

5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/7RrvG7iHe3wXkO8fqafa6A==
6162.6	Use Of Copyrighted Materials - https://simbli.eboardsolutions.com/SU/KGOZjglkMPmOrvAslshEI88rQ==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/4swqidRakm4AHszd2Magxw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/CY2BagsiitdE8wG0FLJ7Ow==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/xqk1B7bezEkeSjPJqLYuXg==

ACTION ITEMS



DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations and Exhibits

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, and exhibits listed below have been updated based on the feedback and discussion at the November 2, 2023 Governing Board meeting.

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

NUMBER	TYPE	TITLE	STATUS
0410	BP	Nondiscrimination in District Programs and Activities	Revise
1312.2	BP	Complaints Concerning Instructional Materials	New
1312.3	BP	Uniform Complaint Procedures	Revise
1312.3	AR	Uniform Complaint Procedures	Revise
1312.4	AR	Williams Uniform Complaint Procedures	Revise
1312.4	E1	Williams Uniform Complaint Procedures	Revise
1312.4	E2	Williams Uniform Complaint Procedures	Revise
4151/4251/4351	BP	Employee Compensation	Revise
5145.3	BP	Nondiscrimination/Harassment	Revise
6143	BP	Courses of Study	Revise
6161.1	BP	Selection and Evaluation of Instructional Materials	Revise
6161.1	AR	Selection and Evaluation of Instructional Materials	Revise
6161.11	BP	Supplementary Instructional Materials	New

RECOMMENDATION

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

Policy 0410: Nondiscrimination In District Programs And Activities

Status: DRAFT

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

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the Eden Area Regional Occupational Program (Eden Area ROP).

The Board is committed to providing equal opportunity for all individuals in programs and activities. The Eden Area ROP programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, reproductive health decisionmaking, physical or mental disability, medical condition sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of the Eden Area ROP and school services. Personally identifiable information collected in the implementation of any Eden Area ROP program, including, but not limited to, student and family information for transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the Eden Area ROP shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

Eden Area ROP programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

The Superintendent or designee shall annually review Eden Area ROP programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing Eden Area ROP programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the Eden Area ROP's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the Eden Area ROP. The notification shall also be posted on the Eden Area ROP's website and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The Eden Area ROP's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

Eden Area ROP programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing Eden Area ROP facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the Eden Area ROP's response to complaints and for complying with state federal civil rights laws is hereby designated as the Eden Area ROP's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to Eden Area ROP programs, services, activities, or facilities.

Director of Educational Services

26316 Hesperian Blvd

Hayward, CA 94545

(510) 293-2903

Policy 1312.2: Complaints Concerning Instructional Materials

Status: DRAFT

Original Adopted Date: Pending

The Governing Board uses a comprehensive process to adopt Eden Area Regional Occupational Program (Eden Area ROP) instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of Eden Area ROP staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed.

The Eden Area ROP shall accept complaints concerning instructional materials only from staff, member district residents, or the parents/guardians of children enrolled in Eden Area ROP. (Education Code 35160)

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the Eden Area ROP; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in the complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

Any challenged instructional material that is reviewed by the Eden Area ROP shall not be subject to further reconsideration for 12 months, unless required by law.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

Policy 1312.3: Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 04/07/2022 | **Last Reviewed Date:** 04/07/2022

The Governing Board recognizes that the Eden Area Regional Occupational Program (Eden Area ROP) has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The Eden Area ROP's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
4. Discrimination, harassment, intimidation, or bullying in Eden Area ROP programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the Eden Area ROP, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

5. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
6. Student fees (Education Code 49010-49013)
7. Reasonable accommodations to a lactating student (Education Code 222)
8. Regional occupational centers and programs (Education Code 52300-52334.7)
9. School safety plans (Education Code 32280-32289)
10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
11. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party

to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Eden Area ROP shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the Eden Area ROP shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the Eden Area ROP's UCP.

The Superintendent or designee shall provide training to Eden Area ROP staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the Eden Area ROP's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity in which the Eden Area ROP exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the Eden Area ROP in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department .
5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), or failure or refusal to implement or a due process hearing order to which the Eden Area ROP is subject, or a physical safety concern that interferes with the Eden Area ROP's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)
6. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Regulation 1312.3: Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 04/07/2022 | Last Reviewed Date: 04/07/2022

Except as the Governing Board may otherwise specifically provide in other Eden Area Regional Occupational Program (Eden Area ROP) policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board policy.

Compliance Officers

The Eden Area ROP designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the Eden Area ROP's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in Administrative Regulation 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure Eden Area ROP compliance with law.

Director of Educational Services _____
(title or position)

Educational Services Department _____
(unit or office)

26316 Hesperian Blvd. Hayward, CA 94545
(address)

(510) 293-2903 _____
(telephone number)

(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned.

Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent or designee to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the Eden Area ROP issues its final written decision, whichever occurs first.

Notifications

The Eden Area ROP's UCP policy and administrative regulation shall be posted at the Center, including staff lounges

and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the Eden Area ROP's UCP to students, employees, parents/guardians of students, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the Eden Area ROP is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the Eden Area ROP's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that the Eden Area ROP will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the Eden Area ROP, students who are migratory, and students participating in a newcomer program as specified in Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process
8. A statement that complaints will be investigated in accordance with the Eden Area ROP's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the Eden Area ROP's investigation report to the California Department of Education (CDE) by filing a written appeal, including a copy of the original complaint and the Eden Area ROP's decision, within 30 calendar days of receiving the Eden Area ROP's decision
10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable
11. A statement that copies of the Eden Area ROP's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the Eden Area ROP website.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the Eden Area ROP's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled speak a single primary language other than English, the Eden Area ROP's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the Eden Area ROP shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Eden Area ROP staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging Eden Area ROP violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4600)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the Eden Area ROP's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the Eden Area ROP shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall

proceed with an investigation of the complaint.

The use of mediation shall not extend the Eden Area ROP's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the Eden Area ROP shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the Eden Area ROP shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

The compliance officer shall begin an investigation into the complaint within 10 business days of receiving the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the Eden Area ROP's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Refusal by the Eden Area ROP to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the Eden Area ROP's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the Eden Area ROP's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, or bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the Eden Area ROP's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the Eden Area ROP is in compliance with the relevant law
3. Corrective action(s) whenever the Eden Area ROP finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the Eden Area ROP's investigation report to CDE, except when the Eden Area ROP has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with Eden Area ROP legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (LEP) student or parent/guardian, then the Eden Area ROP's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the Eden Area ROP's complaint procedures, including, but not limited to, injunctions, restraining orders or other remedies or orders, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the Eden Area ROP environment may include, but are not limited to, actions to reinforce Eden Area ROP policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support

3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination, harassment, intimidation, or bullying involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, harassment, intimidation, or bullying, the Eden Area ROP shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law.

The Eden Area ROP may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the Eden Area ROP does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law regarding student fees, deposits, and other charges, or courses without educational content is found to have merit, the Eden Area ROP shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the law regarding student fees, the Eden Area ROP, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the Eden Area ROP's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the Eden Area ROP's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the Eden Area ROP's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The Eden Area ROP failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Eden Area ROP's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Eden Area ROP's investigation report are not supported by substantial evidence.
4. The legal conclusion in the Eden Area ROP's investigation report is inconsistent with the law.
5. In a case in which the Eden Area ROP found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the Eden Area ROP's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the Eden Area ROP's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the Eden Area ROP's UCP
6. Other relevant information requested by CDE

If notified by CDE that the Eden Area ROP's investigation report failed to address allegation(s) raised by the complaint, the Eden Area ROP shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 10/07/2022 | Last Reviewed Date: 10/07/2022

Types of Complaints

The Eden Area Regional Occupational Program (Eden Area ROP) shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or Eden Area ROP-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the time period from the first day students attend classes for a year-long course or semester-long course though not later than 20 business days afterwards. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)
 - a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)
 - b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code

35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to repair the facility. (Education Code 35292.5)

In any school serving any of grades 11-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at the Center. However, complainants need not use the Eden Area ROP's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the Eden Area ROP's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

A complaint alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Board, or the Board's failure to remedy the deficiency, may be filed with the Superintendent of Public Instruction (SPI) directly in addition to or in lieu of being filed with the Eden Area ROP. Any such complaint shall identify the basis and provide evidence to support its filing directly with the SPI. (Education Code 35186)

If the Superintendent or designee becomes aware that a complaint alleging insufficient textbooks or instructional materials that has been filed directly with the SPI but not with the Eden Area ROP, the Superintendent or designee may initiate an investigation in accordance with this administrative regulation, as described below, if there is sufficient evidence to do so.

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be

written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the SPI within 15 days of receiving the Eden Area ROP response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

1312.4-E(1): Williams Uniform Complaint Procedures

NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS:

COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the Eden Area ROP's Williams uniform complaint procedures as required by law. A complaint form can be obtained at the Eden Area ROP office or downloaded from the school or Eden Area ROP website. You may also download a copy of the California Department of Education (CDE) complaint form from CDE's website when available. However, a complaint need not be filed using either the Eden Area ROP's complaint form or the complaint form from the CDE.

Exhibit 1312.4-E(1): Williams Uniform Complaint Procedures - E(2)

Status: DRAFT

Original Adopted Date: 10/07/2022 | **Last Reviewed Date:** 10/07/2022

**K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ___ Yes ___ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or Eden Area Regional Occupational Program (Eden Area ROP for the appropriate Eden Area ROP complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or Eden Area ROP-adopted textbooks or other required instructional materials to use in class.
- A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.(5 CCR 4600)
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the Eden Area ROP.
- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- For a school serving any of grades 6-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.
- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to repair the facility.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:
Principal

(principal or designee)

Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

(address)

(510) 293-2904

Please be aware that you may file a complaint directly with the Superintendent of Public Instruction if you are alleging that more than one student does not have sufficient textbooks or instructional materials as the result of an act by the Governing Board, or the Board's failure to remedy the deficiency.

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

Policy 4151: Employee Compensation

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Reviewed Date:** 05/07/2020

Final determination of compensation for staff members shall be solely the responsibility of the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board. The Superintendent shall make recommendations for compensation based upon approved salary guides.

Salary

Certificated personnel shall be compensated according to his/her placement on the current Certificated Salary Schedule. Final determination of compensation shall be the sole responsibility of the Superintendent or designee. The Superintendent shall make recommendations for compensation based upon the needs of the organization, the experience of the employee and approved salary schedules.

Paychecks will be available on the last working day of the month with certain exceptions published in the annual payroll schedule. Paychecks may be picked up by the employee or a designated person with instructions from the employee to the payroll department. Arrangements can be made to have automatic payroll deposits to a banking institution.

Employee Benefits

The Eden Area ROP will contribute funds annually toward the health and welfare benefits for full-time employees. Full-time employees must work six or more hours per day for at least 10 months per year.

Part-time employees will be eligible for pro-rated benefits based upon actual hours worked. Premiums for dental and vision insurance will be mandatory with acceptance of the benefit contribution.

Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate plus administration fee for up to 18 months.

Available Employee Benefits

1. Health, dental, and vision insurance
2. Life and accident insurance
3. Tax sheltered annuity (TSA)

The Eden Area ROP offers employees the opportunity to participate in a Tax Sheltered Annuity plan at the employee's expense. A list of Governing Board-approved annuity providers is available from the Personnel Office. The Governing Board and the Eden Area ROP assume no responsibility for any risk incurred by an employee's voluntary option to participate in an annuity plan.

4. CalPERS/CalSTRS/Retirement

Any certificated or classified employee working more than four hours a day automatically becomes a member of the California State Teachers Retirement System (CalSTRS) or a member of the California Public Employees Retirement System (CalPERS). The Eden Area ROP pays an additional contribution to the employee's retirement at the CalSTRS/CalPERS determined rate as applicable.

Optional Salary Deductions

Employees of the Eden Area ROP may elect to have amounts withheld from earnings as payments for the following:

- Professional Dues
- Health and Accident Insurance
- Life Insurance
- Income Protection Plan
- Annuities

Deductions shall be optional with each employee.

Overtime Compensation

Eden Area ROP employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized by the Eden Area ROP, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt Eden Area ROP operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the Eden Area ROP determines an employee has been overpaid, the Eden Area ROP shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the Eden Area ROP through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the Eden Area ROP. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the Eden Area ROP shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5. If the employee does not respond or disputes the existence or amount of the Eden Area ROP's claimed overpayment, the Eden Area ROP shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the Eden Area ROP before the overpayment is fully repaid, the Eden Area ROP shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the Eden Area ROP shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4251: Employee Compensation

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Reviewed Date:** 05/07/2020

Final determination of compensation for staff members shall be solely the responsibility of the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board. The Superintendent shall make recommendations for compensation based upon approved salary guides.

Salary

Certificated personnel shall be compensated according to his/her placement on the current Certificated Salary Schedule. Final determination of compensation shall be the sole responsibility of the Superintendent or designee. The Superintendent shall make recommendations for compensation based upon the needs of the organization, the experience of the employee and approved salary schedules.

Paychecks will be available on the last working day of the month with certain exceptions published in the annual payroll schedule. Paychecks may be picked up by the employee or a designated person with instructions from the employee to the payroll department. Arrangements can be made to have automatic payroll deposits to a banking institution.

Employee Benefits

The Eden Area ROP will contribute funds annually toward the health and welfare benefits for full-time employees. Full-time employees must work six or more hours per day for at least 10 months per year.

Part-time employees will be eligible for pro-rated benefits based upon actual hours worked. Premiums for dental and vision insurance will be mandatory with acceptance of the benefit contribution.

Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate plus administration fee for up to 18 months.

Available Employee Benefits

1. Health, dental, and vision insurance
2. Life and accident insurance
3. Tax sheltered annuity (TSA)

The Eden Area ROP offers employees the opportunity to participate in a Tax Sheltered Annuity plan at the employee's expense. A list of Governing Board-approved annuity providers is available from the Personnel Office. The Governing Board and the Eden Area ROP assume no responsibility for any risk incurred by an employee's voluntary option to participate in an annuity plan.

4. CalPERS/CalSTRS/Retirement

Any certificated or classified employee working more than four hours a day automatically becomes a member of the California State Teachers Retirement System (CalSTRS) or a member of the California Public Employees Retirement System (CalPERS). The Eden Area ROP pays an additional contribution to the employee's retirement at the CalSTRS/CalPERS determined rate as applicable.

Optional Salary Deductions

Employees of the Eden Area ROP may elect to have amounts withheld from earnings as payments for the following:

- Professional Dues
- Health and Accident Insurance
- Life Insurance
- Income Protection Plan
- Annuities

Deductions shall be optional with each employee.

Overtime Compensation

Eden Area ROP employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized by the Eden Area ROP, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt Eden Area ROP operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the Eden Area ROP determines an employee has been overpaid, the Eden Area ROP shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the Eden Area ROP through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the Eden Area ROP. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the Eden Area ROP shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5. If the employee does not respond or disputes the existence or amount of the Eden Area ROP's claimed overpayment, the Eden Area ROP shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the Eden Area ROP before the overpayment is fully repaid, the Eden Area ROP shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the Eden Area ROP shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4351: Employee Compensation

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Reviewed Date:** 05/07/2020

Final determination of compensation for staff members shall be solely the responsibility of the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board. The Superintendent shall make recommendations for compensation based upon approved salary guides.

Salary

Certificated personnel shall be compensated according to his/her placement on the current Certificated Salary Schedule. Final determination of compensation shall be the sole responsibility of the Superintendent or designee. The Superintendent shall make recommendations for compensation based upon the needs of the organization, the experience of the employee and approved salary schedules.

Paychecks will be available on the last working day of the month with certain exceptions published in the annual payroll schedule. Paychecks may be picked up by the employee or a designated person with instructions from the employee to the payroll department. Arrangements can be made to have automatic payroll deposits to a banking institution.

Employee Benefits

The Eden Area ROP will contribute funds annually toward the health and welfare benefits for full-time employees. Full-time employees must work six or more hours per day for at least 10 months per year.

Part-time employees will be eligible for pro-rated benefits based upon actual hours worked. Premiums for dental and vision insurance will be mandatory with acceptance of the benefit contribution.

Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate plus administration fee for up to 18 months.

Available Employee Benefits

1. Health, dental, and vision insurance
2. Life and accident insurance
3. Tax sheltered annuity (TSA)

The Eden Area ROP offers employees the opportunity to participate in a Tax Sheltered Annuity plan at the employee's expense. A list of Governing Board-approved annuity providers is available from the Personnel Office. The Governing Board and the Eden Area ROP assume no responsibility for any risk incurred by an employee's voluntary option to participate in an annuity plan.

4. CalPERS/CalSTRS/Retirement

Any certificated or classified employee working more than four hours a day automatically becomes a member of the California State Teachers Retirement System (CalSTRS) or a member of the California Public Employees Retirement System (CalPERS). The Eden Area ROP pays an additional contribution to the employee's retirement at the CalSTRS/CalPERS determined rate as applicable.

Optional Salary Deductions

Employees of the Eden Area ROP may elect to have amounts withheld from earnings as payments for the following:

- Professional Dues
- Health and Accident Insurance
- Life Insurance
- Income Protection Plan
- Annuities

Deductions shall be optional with each employee.

Overtime Compensation

Eden Area ROP employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized by the Eden Area ROP, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt Eden Area ROP operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the Eden Area ROP determines an employee has been overpaid, the Eden Area ROP shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the Eden Area ROP through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the Eden Area ROP. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the Eden Area ROP shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5. If the employee does not respond or disputes the existence or amount of the Eden Area ROP's claimed overpayment, the Eden Area ROP shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the Eden Area ROP before the overpayment is fully repaid, the Eden Area ROP shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the Eden Area ROP shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 5145.3: Nondiscrimination/Harassment

Status: DRAFT

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

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within Eden Area Regional Occupational Program (Eden Area ROP), and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the Eden Area ROP.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the Eden Area ROP's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at the Eden Area ROP school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 – Discipline, Board Policy and Administrative Regulation 5144.1 – Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 – Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the Eden Area ROP's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the Eden Area ROP's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the Eden Area ROP's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the Eden Area ROP's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the Eden Area ROP's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or

bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in Eden Area ROP programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the Eden Area ROP to monitor, address, and prevent repetitive prohibited behavior.

Policy 6143: Courses Of Study

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 04/07/2022 | **Last Reviewed Date:** 04/07/2022

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The Eden Area Regional Occupational Program's (Eden Area ROP) course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

The Superintendent or designee shall establish processes for ensuring the articulation of courses. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program of course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The Eden Area ROP shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, mental or physical disability, age, medical condition, genetic information, marital status, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

Secondary Grades

The Eden Area ROP shall offer all otherwise qualified students in grades 9-12 a course of study that prepares them, upon graduation from high school, to attain entry-level employment skills in business or industry. (Education Code 51228)

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "A-G" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

Policy 6161.1: Selection And Evaluation Of Instructional Materials

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 11/04/2021 | **Last Reviewed Date:** 11/04/2021

The Governing Board desires that Eden Area Regional Occupational Program (Eden Area ROP) instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, accurately, reflect and value society's diversity, stimulate thought, the exploration of ideas and intellectual exchanges, and enhance instructors' ability to educate all students through the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the Eden Area ROP's curriculum to ensure that they effectively support the Eden Area ROP's adopted courses of study.

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and the accompanying administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

Complaints

Complaints concerning instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials, Board Policy 1312.3 - Uniform Complaint Procedures, or Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, as applicable.

Regulation 6161.1: Selection And Evaluation Of Instructional Materials

Status: DRAFT

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

Review Process

The Eden Area Regional Occupational Program (Eden Area ROP) review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002. The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.

The Superintendent or designee may establish a CTE advisory committee to conduct the review of instructional materials.

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the Eden Area ROP office.

When possible, the Eden Area ROP may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the Eden Area ROP's curricular goals and academic standards, and accurately reflect and value society's diversity. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that the materials:

1. Are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE
2. Do not reflect adversely upon persons because of any characteristic specified in law and Board Policy 0410 - Nondiscrimination in District Programs and Activities, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)
3. To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of Eden Area ROP students at their respective grade levels (Education Code 60045)
4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)
5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)
 - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by SBE-
 - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration
6. Meet the requirements of Education Code 60040-60043 for specific subject content, including, but not limited to:
 - a. Accurately portraying society's cultural and racial diversity
7. Support the Eden Area ROP's adopted courses of study and curricular goals
8. Contribute to a comprehensive, balanced curriculum

9. Demonstrate reliable quality of scholarship as evidenced by:
 - a. Accurate, up-to-date, and well-documented information
 - b. Objective presentation of diverse viewpoints
 - c. Clear, concise writing and appropriate vocabulary
 - d. Thorough treatment of subject matter
10. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
11. Stimulate discussion of contemporary issues, exploration of ideas, and intellectual exchanges, and improve students' thinking and decision-making skills
12. As appropriate, have corresponding versions available in languages other than English
13. Include high-quality teacher's guides
14. When available, include options for lighter weight materials, including materials in digital format, in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. Be both available and comparable to other, equivalent instructional materials (Education Code 60052)
2. Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners
3. Protect the privacy of student data

Conflict of Interest

To ensure integrity in the evaluation and selection of instructional materials, individuals who are participating in the evaluation of instructional materials and are not otherwise designated in the Eden Area ROP's conflict of interest code shall sign a disclosure statement indicating that they:

1. Will not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

2. Are not employed by nor receive compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it
 3. Do not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the Eden Area ROP
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Policy 6161.11: Supplementary Instructional Materials

Status: DRAFT

Original Adopted Date: Pending

The Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with Eden Area Regional Occupational (Eden Area ROP) goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the Eden Area ROP and/or available funding sources designated for these purposes.

The use of any supplemental instructional material shall not be rejected or prohibited by the Board or Eden Area ROP on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials.

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Appropriateness of Materials

Whenever an Eden Area ROP employee proposes to use a supplementary resource which is not included in the approved learning resources of the Eden Area ROP, the employee shall preview the material to determine whether, in the employee's professional judgment, it is appropriate for the grade level taught and is consistent with Eden Area ROP criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with Eden Area ROP criteria. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

The Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Complaints

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the First Reading and Adoption of the New Governing Board Policies and Administrative Regulations 4161.9/4261.9/4361.9: Catastrophic Leave Program

BACKGROUND

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

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

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

CURRENT SITUATION

What follows is the first reading and request for adoption of new Board Policies and Administrative Regulations 4161.9/4261.9/4361.9: Catastrophic Leave Program.

Periodically, employees or their family members experience catastrophic illness that necessitates the employee to take extended leave. This extended leave can be due to their need to tend to their healthcare or that of their family member. In these situations, it is not uncommon for an employee to exhaust their sick leave.

Exhausting one's sick leave can make a catastrophic situation that much worse as one's financial health also begins to deteriorate.

Catastrophic Leave programs are standard operating procedure in public school districts. They allow an employee to donate a portion of their sick leave to a colleague. This policy and regulation will allow Eden Area ROP employees to support their colleagues who are experiencing the devastating effects of catastrophic illness.

RECOMMENDATION

It is recommended that the Governing Board approve the first reading and adoption of the new Governing Board Policies and Administrative Regulations 4161.9/4261.9/4361.9: Catastrophic Leave Program.

Policy 4161.9: Catastrophic Leave Program

Status: DRAFT

Original Adopted Date: Pending

CSBA NOTE: The following policy is optional and should be revised to reflect district practice and/or collective bargaining agreements. Education Code 44043.5 authorizes the Governing Board to establish a catastrophic leave program which permits employees to donate accrued vacation and sick leave credits to other employees who experience a catastrophic personal or family illness or injury. If the district limits such donations to vacation leave only and does not allow donations of sick leave, the following policy should be revised accordingly.

The Governing Board recognizes that ~~district~~ Eden Area Regional Occupational Program (Eden Area ROP) employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence. The Superintendent or designee shall establish a catastrophic leave program by which employees may donate accrued vacation and/or sick leave credits, ~~which shall be placed into a pool~~ for use by eligible employees.

Donations made under the catastrophic leave program shall be strictly voluntary.

The ~~district's~~ Eden Area ROP's policy and procedures regarding catastrophic leave shall be included in the employee handbook. The Superintendent or designee may notify employees annually, or more frequently if the need arises, of the process for donating leave for this purpose.

An employee may apply to use donated leave credits in accordance with the accompanying administrative regulation when ~~he/she~~ the employee has exhausted all applicable paid leaves of absence and a catastrophic illness or injury incapacitates the employee or a member of ~~his/her~~ the employee's family for an extended period of time. (Education Code 44043.5)

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

State References

Description

Ed. Code 44043.5	Catastrophic leave - https://simbli.eboardsolutions.com/SU/nKXHExKnpYHvElsIshKAplusfng==
Ed. Code 44977	Salary schedule for substitute employees - https://simbli.eboardsolutions.com/SU/dK3f7RLmTXxqoTplus2vHbuGQ==
Ed. Code 44978	Sick leave; certificated employees - https://simbli.eboardsolutions.com/SU/xVHfJDcRqreQkXM9SAee6Q==
Ed. Code 44983	Compensation during leave; certificated employees - https://simbli.eboardsolutions.com/SU/mplusK5gh5HVbd7pmmplusM0H7Mg==
Ed. Code 45190-45191	Sick leave and vacation; classified employees - https://simbli.eboardsolutions.com/SU/qLdfaWullkn1gLePDnRmkw==
Ed. Code 45196	Salary deductions during sick leave; classified employees - https://simbli.eboardsolutions.com/SU/oW4RejghdX8GPN0GaslshevPA==
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014 - https://simbli.eboardsolutions.com/SU/7iixDazPenINv4Ye8wbp1A==

Management Resources References

Description

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==
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Cross References

Description

4157.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/DksIshpl30wTcQ3zgzrplusFUwww==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==

4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxlRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/UUW9WXgZeEaqfj9M1zz7Hw==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/DPHP84SLUgbZ2Hq05UKOZw==
4257.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/NEUGtHLNkgBJLRj0kuEplusOw==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8elS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/Pd5vWcZvqVCroupwN3snvQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/w90aplusHmi2DN4gUECDxWWeg==
4357.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/jiky32toJ8vCC9PA8NaTOg==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/BP3MySDmJOjaBIJ9EBTXpA==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/aEwreJyrm25komCjiHq7qg==

Regulation 4161.9: Catastrophic Leave Program

Status: DRAFT

Original Adopted Date: Pending

CSBA NOTE: Education Code 44043.5 authorizes the Governing Board to establish a catastrophic leave program which permits employees to donate accrued vacation and sick leave credits to other employees who experience a catastrophic personal or family illness or injury. If the Board elects to offer a catastrophic leave program (see the accompanying Board policy), the district is mandated pursuant to Education Code 44043.5 to adopt administrative rules and regulations which include, at a minimum, provisions setting the maximum amount of time for which donated leave credits may be used, requiring verification of the illness or injury, and making all transfers of leave credit irrevocable. These components may be specified in collective bargaining agreements. The following regulation includes the required components.

The district should revise the following regulation if the Board has determined that donations of leave will be limited to vacation leave only and does not allow sick leave to be donated. The district may also revise the following administrative regulation as appropriate if it chooses to establish separate pools of leave credits, such as for each school or for certificated and classified employees, or if it chooses to allow employees to specify a particular employee to whom they wish to donate such leave.

Donations to Catastrophic Leave Program

CSBA NOTE: Education Code 44043.5 requires that donations of leave be made through written notice to the Board. The following optional paragraph delegates the authority to receive such written notice to the Superintendent or designee. The district may provide a form to be used for notification purposes.

An employee who chooses to donate accrued vacation and/or sick leave credits to the ~~district's~~ Eden Area Regional Occupational Program's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave ~~he/she the employee~~ wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits ~~to a district pool of leave credits designated for this purpose~~ to the appropriate employee. Employees who wish to donate leave must have an available sick leave balance of at least 10 days.

Donations shall be at a minimum of ~~one day. eight hours, and in hour increments thereafter.~~ (Education Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

CSBA NOTE: The following paragraph is optional. Districts may choose to revise the following paragraph to limit the amount of leave that may be donated by an individual employee, so that his/her own account does not go below a specified number of hours that may be needed by the employee for his/her own potential use. Before instituting such a limit, the district should consult with legal counsel.

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

CSBA NOTE: The following paragraph is optional.

The Superintendent or designee shall ensure that all donations are confidential.

Requests for Catastrophic Leave

CSBA NOTE: The following section may be revised to reflect the district's eligibility criteria for the catastrophic leave program.

A full-time or part-time employee may apply to the Superintendent or designee to use paid leave from the catastrophic leave program if ~~he/she the employee~~ earns paid time off but has exhausted all ~~his/her their~~ accrued paid leave and needs to take time off from work for an extended period of time due to ~~his/her the employee~~ or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on ~~his/her the employee's~~ behalf.

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

CSBA NOTE: The following paragraph may be revised to reflect district practice.

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury ~~or the Certification of Health Care Provider~~

for Employee's Serious Health Condition (Form WH-380.E).

CSBA NOTE: The following optional paragraph establishes a maximum amount of leave credits that may be donated to an individual employee and should be revised to reflect district practice and/or collective bargaining agreements.

An employee may apply to receive up to 20 days of paid leave from the catastrophic leave program per school year. At the end of the 20-day period, he/she may apply for up to 20 days of additional leave credits.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

CSBA NOTE: Education Code 44043.5 requires the district to indicate the maximum amount of time for which donated leave credits may be used, not to exceed a period of 12 consecutive months. The following paragraph may be revised to indicate a time period of less than 12 months.

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

CSBA NOTE: The following paragraph is optional.

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

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

State References

	Description
Ed. Code 44043.5	Catastrophic leave - https://simbli.eboardsolutions.com/SU/nKXHExKnpyHvElsIshKAplusfsng==
Ed. Code 44977	Salary schedule for substitute employees - https://simbli.eboardsolutions.com/SU/dK3f7RLmTXxqoTplus2vHbuGQ==
Ed. Code 44978	Sick leave; certificated employees - https://simbli.eboardsolutions.com/SU/xVHfJDcRqreQkXM9SAee6Q==
Ed. Code 44983	Compensation during leave; certificated employees - https://simbli.eboardsolutions.com/SU/mplusK5gh5HVBd7pmmplusM0H7Mg==
Ed. Code 45190-45191	Sick leave and vacation; classified employees - https://simbli.eboardsolutions.com/SU/qLdfaWullkn1gLePDnRmkw==
Ed. Code 45196	Salary deductions during sick leave; classified employees - https://simbli.eboardsolutions.com/SU/oW4RejghdX8GPN0GaslshevPA==
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014 - https://simbli.eboardsolutions.com/SU/7iixDazPenINv4Ye8wbp1A==

Management Resources References

	Description
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==

Cross References

	Description
4157.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/DksIshpl30wTcQ3zgzrplusFUwww==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxIRJQ==

4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/UUW9WXgZeEaqfj9M1zz7Hw==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/DPHP84SLUgbZ2Hq05UKOZw==
4257.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/NEUGtHLNkgBJLRj0kuEplusOw==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/Pd5vWcZvqVCroupwN3snvQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/w90aplusHmi2DN4gUECDxWWeg==
4357.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/jiky32toJ8vCC9PA8NaTOg==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/BP3MySDmJOjaBIJ9EBTXpA==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/aEwreJyrm25komCjiHq7qg==

Policy 4261.9: Catastrophic Leave Program

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes that district Eden Area Regional Occupational Program (Eden Area ROP) employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence. The Superintendent or designee shall establish a catastrophic leave program by which employees may donate accrued vacation and/or sick leave credits, which shall be placed into a pool for use by eligible employees.

Donations made under the catastrophic leave program shall be strictly voluntary.

The district's Eden Area ROP's policy and procedures regarding catastrophic leave shall be included in the employee handbook. The Superintendent or designee may notify employees annually, or more frequently if the need arises, of the process for donating leave for this purpose.

An employee may apply to use donated leave credits in accordance with the accompanying administrative regulation when he/she the employee has exhausted all applicable paid leaves of absence and a catastrophic illness or injury incapacitates the employee or a member of his/her the employee's family for an extended period of time. (Education Code 44043.5)

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

State References

Description

Ed. Code 44043.5	Catastrophic leave - https://simbli.eboardsolutions.com/SU/nKXHEXKnpYHvElsIshKAplusfsng==
Ed. Code 44977	Salary schedule for substitute employees - https://simbli.eboardsolutions.com/SU/dK3f7RLmTXxqoTplus2vHbuGQ==
Ed. Code 44978	Sick leave; certificated employees - https://simbli.eboardsolutions.com/SU/xVHfJDcRqreQkXM9SAee6Q==
Ed. Code 44983	Compensation during leave; certificated employees - https://simbli.eboardsolutions.com/SU/mplusK5gh5HVbd7pmmplusM0H7Mg==
Ed. Code 45190-45191	Sick leave and vacation; classified employees - https://simbli.eboardsolutions.com/SU/qLdfaWullkn1gLePDnRmkw==
Ed. Code 45196	Salary deductions during sick leave; classified employees - https://simbli.eboardsolutions.com/SU/oW4RejghdX8GPN0GasIshevPA==
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014 - https://simbli.eboardsolutions.com/SU/7iixDazPenINv4Ye8wbp1A==

Management Resources References

Description

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

Description

4157.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/Dkslshpl30wTcQ3zgzrplusFUwww==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxIRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/UUW9WXgZeEaqfj9M1zz7Hw==

4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/DPHP84SLUgbZ2Hq05UKOZw==
4257.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/NEUGtHLNkgBJLRj0kuEplusOw==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/Pd5vWcZvqVCroupwN3snvQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/w90aplusHmi2DN4gUECDxWWeg==
4357.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/jiky32toJ8vCC9PA8NaTOg==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/BP3MySDmJOjaBIJ9EBTXpA==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/aEwreJyrm25komCjiHq7qg==

Regulation 4261.9: Catastrophic Leave Program

Status: DRAFT

Original Adopted Date: Pending

CSBA NOTE: Education Code 44043.5 authorizes the Governing Board to establish a catastrophic leave program which permits employees to donate accrued vacation and sick leave credits to other employees who experience a catastrophic personal or family illness or injury. If the Board elects to offer a catastrophic leave program (see the accompanying Board policy), the district is mandated pursuant to Education Code 44043.5 to adopt administrative rules and regulations which include, at a minimum, provisions setting the maximum amount of time for which donated leave credits may be used, requiring verification of the illness or injury, and making all transfers of leave credit irrevocable. These components may be specified in collective bargaining agreements. The following regulation includes the required components.

The district should revise the following regulation if the Board has determined that donations of leave will be limited to vacation leave only and does not allow sick leave to be donated. The district may also revise the following administrative regulation as appropriate if it chooses to establish separate pools of leave credits, such as for each school or for certificated and classified employees, or if it chooses to allow employees to specify a particular employee to whom they wish to donate such leave.

Donations to Catastrophic Leave Program

CSBA NOTE: Education Code 44043.5 requires that donations of leave be made through written notice to the Board. The following optional paragraph delegates the authority to receive such written notice to the Superintendent or designee. The district may provide a form to be used for notification purposes.

An employee who chooses to donate accrued vacation and/or sick leave credits to the ~~district's~~ Eden Area Regional Occupational Program's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave ~~he/she the employee~~ wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits ~~to a district pool of leave credits designated for this purpose~~ to the appropriate employee. Employees who wish to donate leave must have an available sick leave balance of at least 10 days.

Donations shall be at a minimum of ~~one day. eight hours, and in hour increments thereafter.~~ (Education Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

CSBA NOTE: The following paragraph is optional. Districts may choose to revise the following paragraph to limit the amount of leave that may be donated by an individual employee, so that his/her own account does not go below a specified number of hours that may be needed by the employee for his/her own potential use. Before instituting such a limit, the district should consult with legal counsel.

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

CSBA NOTE: The following paragraph is optional.

~~The Superintendent or designee shall ensure that all donations are confidential.~~

Requests for Catastrophic Leave

CSBA NOTE: The following section may be revised to reflect the district's eligibility criteria for the catastrophic leave program.

A full-time or part-time employee may apply to the Superintendent or designee to use paid leave from the catastrophic leave program if ~~he/she the employee~~ earns paid time off but has exhausted all ~~his/her their~~ accrued paid leave and needs to take time off from work for an extended period of time due to ~~his/her the employee~~ or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on ~~his/her the employee's~~ behalf.

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

CSBA NOTE: The following paragraph may be revised to reflect district practice.

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury ~~or the Certification of Health Care Provider~~

for Employee's Serious Health Condition (Form WH-380.E).

CSBA NOTE: The following optional paragraph establishes a maximum amount of leave credits that may be donated to an individual employee and should be revised to reflect district practice and/or collective bargaining agreements.

An employee may apply to receive up to 20 days of paid leave from the catastrophic leave program per school year. At the end of the 20-day period, he/she may apply for up to 20 days of additional leave credits.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

CSBA NOTE: Education Code 44043.5 requires the district to indicate the maximum amount of time for which donated leave credits may be used, not to exceed a period of 12 consecutive months. The following paragraph may be revised to indicate a time period of less than 12 months.

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

CSBA NOTE: The following paragraph is optional.

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

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

State References

	Description
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Ed. Code 44977	Salary schedule for substitute employees - https://simbli.eboardsolutions.com/SU/dK3f7RLmTXxqoTplus2vHbuGQ==
Ed. Code 44978	Sick leave; certificated employees - https://simbli.eboardsolutions.com/SU/xVHfJDcRqreQkXM9SAee6Q==
Ed. Code 44983	Compensation during leave; certificated employees - https://simbli.eboardsolutions.com/SU/mplusK5gh5HVBd7pmmplusM0H7Mg==
Ed. Code 45190-45191	Sick leave and vacation; classified employees - https://simbli.eboardsolutions.com/SU/qLdfaWullkn1gLePDnRmkw==
Ed. Code 45196	Salary deductions during sick leave; classified employees - https://simbli.eboardsolutions.com/SU/oW4RejghdX8GPN0GaslshevPA==
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014 - https://simbli.eboardsolutions.com/SU/7iixDazPenINv4Ye8wbp1A==

Management Resources References

	Description
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==

Cross References

	Description
4157.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/DksIshpl30wTcQ3zgzrplusFUwww==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==
4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAgoJ4Hc77RETcpxIRJQ==

4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/UUW9WXgZeEaqfj9M1zz7Hw==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/DPHP84SLUgbZ2Hq05UKOZw==
4257.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/NEUGtHLNkgBJLRj0kuEplusOw==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8eIS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/Pd5vWcZvqVCroupwN3snvQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/w90aplusHmi2DN4gUECDxWWeg==
4357.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/jiky32toJ8vCC9PA8NaTOg==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/BP3MySDmJOjaBIJ9EBTXpA==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/aEwreJyrm25komCjiHq7qg==

Policy 4361.9: Catastrophic Leave Program

Status: DRAFT

Original Adopted Date: Pending

CSBA NOTE: The following policy is optional and should be revised to reflect district practice and/or collective bargaining agreements. Education Code 44043.5 authorizes the Governing Board to establish a catastrophic leave program which permits employees to donate accrued vacation and sick leave credits to other employees who experience a catastrophic personal or family illness or injury. If the district limits such donations to vacation leave only and does not allow donations of sick leave, the following policy should be revised accordingly.

The Governing Board recognizes that ~~district~~ Eden Area Regional Occupational Program (Eden Area ROP) employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence. The Superintendent or designee shall establish a catastrophic leave program by which employees may donate accrued vacation and/or sick leave credits, ~~which shall be placed into a pool~~ for use by eligible employees.

Donations made under the catastrophic leave program shall be strictly voluntary.

The ~~district's~~ Eden Area ROP's policy and procedures regarding catastrophic leave shall be included in the employee handbook. The Superintendent or designee may notify employees annually, or more frequently if the need arises, of the process for donating leave for this purpose.

An employee may apply to use donated leave credits in accordance with the accompanying administrative regulation when ~~he/she~~ the employee has exhausted all applicable paid leaves of absence and a catastrophic illness or injury incapacitates the employee or a member of ~~his/her~~ the employee's family for an extended period of time. (Education Code 44043.5)

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

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Description

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Ed. Code 44978	Sick leave; certificated employees - https://simbli.eboardsolutions.com/SU/xVHfJDcRqreQkXM9SAee6Q==
Ed. Code 44983	Compensation during leave; certificated employees - https://simbli.eboardsolutions.com/SU/mplusK5gh5HVbd7pmmplusM0H7Mg==
Ed. Code 45190-45191	Sick leave and vacation; classified employees - https://simbli.eboardsolutions.com/SU/qLdfaWullkn1gLePDnRmkw==
Ed. Code 45196	Salary deductions during sick leave; classified employees - https://simbli.eboardsolutions.com/SU/oW4RejghdX8GPN0GaslshevPA==
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014 - https://simbli.eboardsolutions.com/SU/7iixDazPenINv4Ye8wbp1A==

Management Resources References

Description

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==
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Cross References

Description

4157.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/DksIshpl30wTcQ3zgzrplusFUwww==
4161	Leaves - https://simbli.eboardsolutions.com/SU/7plusW7uQZAz0yoM9vjFJplussMw==

4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAg0J4Hc77RETcpxlRJQ==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/UUW9WXgZeEaqfj9M1zz7Hw==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/DPHP84SLUgbZ2Hq05UKOZw==
4257.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/NEUGtHLNkgBJLRj0kuEplusOw==
4261	Leaves - https://simbli.eboardsolutions.com/SU/liG4YQsRuj6F8elS9GG2kA==
4261	Leaves - https://simbli.eboardsolutions.com/SU/Z5o7gMjXslshycN2SHIZ9BFRA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/Pd5vWcZvqVCroupwN3snvQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/w90aplusHmi2DN4gUECDxWWeg==
4357.1	Work-Related Injuries - https://simbli.eboardsolutions.com/SU/jiky32toJ8vCC9PA8NaTOg==
4361	Leaves - https://simbli.eboardsolutions.com/SU/G3y2Jy4MfTgEffD9BUvfw==
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4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/aEwreJyrm25komCjiHq7qg==

Regulation 4361.9: Catastrophic Leave Program

Status: DRAFT

Original Adopted Date: Pending

CSBA NOTE: Education Code 44043.5 authorizes the Governing Board to establish a catastrophic leave program which permits employees to donate accrued vacation and sick leave credits to other employees who experience a catastrophic personal or family illness or injury. If the Board elects to offer a catastrophic leave program (see the accompanying Board policy), the district is mandated pursuant to Education Code 44043.5 to adopt administrative rules and regulations which include, at a minimum, provisions setting the maximum amount of time for which donated leave credits may be used, requiring verification of the illness or injury, and making all transfers of leave credit irrevocable. These components may be specified in collective bargaining agreements. The following regulation includes the required components.

The district should revise the following regulation if the Board has determined that donations of leave will be limited to vacation leave only and does not allow sick leave to be donated. The district may also revise the following administrative regulation as appropriate if it chooses to establish separate pools of leave credits, such as for each school or for certificated and classified employees, or if it chooses to allow employees to specify a particular employee to whom they wish to donate such leave.

Donations to Catastrophic Leave Program

CSBA NOTE: Education Code 44043.5 requires that donations of leave be made through written notice to the Board. The following optional paragraph delegates the authority to receive such written notice to the Superintendent or designee. The district may provide a form to be used for notification purposes.

An employee who chooses to donate accrued vacation and/or sick leave credits to the ~~district's~~ Eden Area Regional Occupational Program's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave ~~he/she the employee~~ wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits ~~to a district pool of leave credits designated for this purpose~~ to the appropriate employee. Employees who wish to donate leave must have an available sick leave balance of at least 10 days.

Donations shall be at a minimum of ~~one day. eight hours, and in hour increments thereafter.~~ (Education Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

CSBA NOTE: The following paragraph is optional. Districts may choose to revise the following paragraph to limit the amount of leave that may be donated by an individual employee, so that his/her own account does not go below a specified number of hours that may be needed by the employee for his/her own potential use. Before instituting such a limit, the district should consult with legal counsel.

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

CSBA NOTE: The following paragraph is optional.

~~The Superintendent or designee shall ensure that all donations are confidential.~~

Requests for Catastrophic Leave

CSBA NOTE: The following section may be revised to reflect the district's eligibility criteria for the catastrophic leave program.

A full-time or part-time employee may apply to the Superintendent or designee to use paid leave from the catastrophic leave program if ~~he/she the employee~~ earns paid time off but has exhausted all ~~his/her their~~ accrued paid leave and needs to take time off from work for an extended period of time due to ~~his/her the employee~~ or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on ~~his/her the employee's~~ behalf.

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

CSBA NOTE: The following paragraph may be revised to reflect district practice.

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury ~~or the Certification of Health Care Provider~~

for Employee's Serious Health Condition (Form WH-380.E).

CSBA NOTE: The following optional paragraph establishes a maximum amount of leave credits that may be donated to an individual employee and should be revised to reflect district practice and/or collective bargaining agreements.

An employee may apply to receive up to 20 days of paid leave from the catastrophic leave program per school year. At the end of the 20-day period, he/she may apply for up to 20 days of additional leave credits.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

CSBA NOTE: Education Code 44043.5 requires the district to indicate the maximum amount of time for which donated leave credits may be used, not to exceed a period of 12 consecutive months. The following paragraph may be revised to indicate a time period of less than 12 months.

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

CSBA NOTE: The following paragraph is optional.

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

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

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Management Resources References

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Cross References

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4161	Leaves - https://simbli.eboardsolutions.com/SU/43LAgoJ4Hc77RETcpxIRJQ==

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4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/Pd5vWcZvqVCroupwN3snvQ==
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4361	Leaves - https://simbli.eboardsolutions.com/SU/d737EvzScSbfuUUjvZslshvAA==
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4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/aEwreJyrm25komCjiHq7qg==

DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the 2023-2024 First Interim Report

BACKGROUND

The First Interim Report reflects revenues and expenditures as of October 31, 2023. The report was prepared and reviewed in accordance with all federal, state and local adopted criteria and standards using Local Control Funding Formula (LCFF) and Local Control Action Plan (LCAP).

The Eden Area ROP Governing shall certify in writing whether or not Eden Area ROP is able to meet its financial obligations for the remainder of the 2023-2024 fiscal year and, based on current forecasts, for the next two subsequent fiscal years 2024-2025 and 2025-2026, respectively. The certifications shall be classified as either positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127). Eden Area ROP is certifying a positive certification, and that staff prepared the report, along with assumptions using the School Services of California (SSC) Inc. Dartboard as well as Alameda County Office of Education (ACOE) guidelines. In certifying the 2023-2024 First Interim Report as positive, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and the two subsequent fiscal years.

The report confirms the Eden Area ROP's ability to meet all financial obligations for the current fiscal year 2023-2024 and two subsequent fiscal years 2024-2025 and 2025-2026. Finally, the Eden Area ROP continues to meet and exceed AB 1200 requirements. The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the Governing Board approve the 2023-2024 First Interim Report.

DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the New Job Descriptions for Adult Programs Staff

BACKGROUND

Historically, the Human Resources Administrator maintains job descriptions for all positions. Job descriptions are periodically reviewed and updated to ensure that the positions remain current.

CURRENT SITUATION

Job descriptions have been created based on current responsibilities and requirements have been proposed. These suggestions were given to the supervising administrator for review. Edits from the administrator review were given to the Human Resources Administrator and finalized for recommendation to the Governing Board.

Job Descriptions

Electrical Programs Hourly Instructor
Electrical Programs Instructor
Hourly Security Officer
Medical Careers Hourly Instructor
Welding Technology Hourly Instructor

RECOMMENDATION

It is recommended that the Governing Board approve the new job descriptions for adult programs staff.

JOB DESCRIPTION

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.

Job Title:	Electrical Programs Hourly Instructor	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Under the supervision of the Director of Adult Programs, provide for all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum and follow a prescribed curriculum that engages and supports all students in the learning process.
- Plan instruction and design meaningful learning experiences for students in both classroom and "hands-on" lab/shop environments.
- Instruct and prepare students for Electrical Trainee Apprenticeship Program and/or entry level employment in the Electrical field.
- Create and maintain effective environments for student learning.
- Responsible for classroom management.
- Provide ongoing support for students who may have challenges with learning.
- Report grades and attendance.
- Provide employment readiness and coaching: overview of industry, how to search for jobs in the field, how to apply for jobs in the field, and best interview practices.
- Maintain online curriculum and communication (Orbund)
- Perform other duties as assigned.

Employment Type:	Hourly/Part-Time	Employment Category:	Exempt Instructor
Work Year:	12 months	Days/Hours:	Varies Based on Schedule

Position Qualifications

Knowledge:

- Current Electrical concepts and skills, basic teaching strategies and classroom management.

Abilities:

Work well and collaboratively; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the teacher's responsibilities
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities and meetings

Soft Skills:

- Trustworthiness

JOB DESCRIPTION

- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community

Education:

- Equivalent to the completion of high school

Experience:

- Minimum of three years (3000 hours) work experience in the Electrical field, with one (1) year in the past five (5) years or two (2) years within the past ten (10) years.

Certifications/Credentials:

- Basic Driver License

Additional Requirements:

- Private transportation

Salary Schedule Placement:	AE 6	Annual Benefits:	None
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

CORE Values:

We believe in the Eden Area ROP.

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

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.

Job Title:	Electrical Programs Instructor	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Under the supervision of the Director of Adult Programs, provide for all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum and follow a prescribed curriculum that engages and supports all students in the learning process.
- Plan instruction and design meaningful learning experiences for students in both classroom and "hands-on" lab/shop environments.
- Instruct and prepare students for Electrical Trainee Apprenticeship Program and/or entry level employment in the Electrical field.
- Create and maintain effective environments for student learning.
- Responsible for classroom management.
- Provide ongoing support for students who may have challenges with learning.
- Report grades and attendance.
- Provide employment readiness and coaching: overview of industry, how to search for jobs in the field, how to apply for jobs in the field, and best interview practices.
- Maintain online curriculum and communication (Orbund)
- Perform other duties as assigned.

Employment Type:	Full-Time	Employment Category:	Certificated
Work Year:	12 months (185 days)	Days/Hours:	Monday-Friday/Hours Based on Schedule

Position Qualifications

Knowledge:

- Current Electrical concepts and skills, basic teaching strategies and classroom management.

Abilities:

Work well and collaboratively; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the teacher's responsibilities
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities and meetings

JOB DESCRIPTION

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community

Education:

- Equivalent to the completion of high school
- Bachelor of Arts or Science degree strongly preferred

Experience:

- Minimum of three years (3000 hours) work experience in the Electrical field, with one (1) year in the past five (5) years or two (2) years within the past ten (10) years.

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field
- Basic Driver License

Additional Requirements:

- Private transportation

Salary Schedule Placement:	Based on experience and education	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

CORE Values:

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Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

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.

Job Title:	Hourly Security Officer	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Enforce the Eden Area Regional Occupational Program (EAROP) rules and regulations, prevent campus crimes, maintain campus-wide safety, security, supervision of students and cleanliness of Center facilities.

Duties and Responsibilities:

- Close Center; unlock and lock buildings, gates and individual rooms as required
- Deactivate and activate interior alarms as needed
- Maintain exterior and interior lighting
- Provide visible deterrence to violation of Center rules
- Respond to calls regarding student issues, security, safety and health issues
- Patrol Center and enforce rules and policies
- Observe and report violations of law and school policies
- Record and eradicate graffiti at Center
- Direct and facilitate traffic control
- Monitor student arrival and departure; records student head counts
- Assist and escort visitors and students
- Enforce Center regulations on student behavior and dress
- Maintain communication with Center administration at all times via cell phone
- Communicate with alarm company, Hayward Police Department, Hayward Fire Department, Security/Grounds Officer- Close, Security/Grounds Officer- Open and/or any other security or emergency personnel as needed
- Report any unsafe conditions in classrooms, on campus and with equipment
- Escort unauthorized persons from Center
- Supervise students during teacher absences, tardiness and when needed
- Assist in exterior maintenance and cleanliness
- Perform search and rescues
- Perform first aid if required
- Act as liaison for HUSD maintenance and night custodial crew
- Monitor contracted services that relate to maintenance and operations
- Perform other duties as assigned

Employment Type:	Hourly/Part-Time	Employment Category:	Classified
Work Year:	12 months	Days/Hours:	Varies Based on Schedule

Position Qualifications

Knowledge:

- California campus security guard regulations and skills
- Conflict resolution techniques
- Grounds maintenance equipment
- Safe work practices
- Radio protocols
- Microsoft Word, Excel, PowerPoint and online navigation programs

JOB DESCRIPTION

Abilities:

- Maintain presence of mind under pressure
- Lift 25 pounds overhead
- Drive a security cart
- Communicate effectively verbally and in writing; perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Proficient computer skills, specifically Microsoft Word, Excel and online navigation
- Sensitive to and able to understand confidentiality
- Work independently and with frequent interruptions; work with a minimum of supervision
- Demonstrate professional integrity, especially when working with high school students

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Self-starter and resourceful
- Work independently and with frequent interruptions; work with a minimum of supervision
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Equivalent of the completion of high school

Experience:

- Two (2) years previous security experience
- Two (2) years previous school security experience preferred
- Two (2) years previous grounds and maintenance experience preferred

Certifications/Credentials:

- Basic Driver License
- First Aid certified
- CPR certified
- Annual SB 1626 Campus Security certification (preferred)

Additional Requirements:

- Pass Basic Skills Test

Salary Schedule Placement:	AE 5	Annual Benefits:	None
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

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Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative,

JOB DESCRIPTION

trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

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.

Job Title:	Medical Careers Hourly Instructor	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Under the supervision of the Director of Adult Programs, provide for all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Able to organize subject matter for student learning
- Report grades and attendance
- Instruct and prepare students for entry-level jobs or continued education in the Medical Careers industry
- Responsible for all aspects of student supervision, motivation and program compliance
- Responsible for classroom management
- Create and maintain effective environments for student learning
- Able to plan instruction and design learning experiences supportive of all students
- Perform other duties as assigned

Employment Type:	Hourly/Part-Time	Employment Category:	Exempt Instructor
Work Year:	12 months	Days/Hours:	Varies Based on Schedule

Position Qualifications

Knowledge:

- Current Medical Careers concepts and skills, basic teaching strategies and classroom management.

Abilities:

Work well and collaboratively; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the teacher's responsibilities
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities and meetings

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable

JOB DESCRIPTION

- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community

Education:

- Equivalent to the completion of high school

Experience:

- Minimum of five (5) years of work experience in the Medical Careers field, one (1) of which must have been within the last three (3) years.

Certifications/Credentials:

- Basic Driver License

Additional Requirements:

- Private transportation

Salary Schedule Placement:	AE 6	Annual Benefits:	None
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

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Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

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.

Job Title:	Welding Technology Hourly Instructor	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Under the supervision of the Director of Adult Programs, provide for all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Able to organize subject matter for student learning
- Report grades and attendance
- Instruct and prepare students for entry-level jobs or continued education in the Welding industry
- Responsible for all aspects of student supervision, motivation and program compliance
- Responsible for classroom management
- Create and maintain effective environments for student learning
- Able to plan instruction and design learning experiences supportive of all students
- Perform other duties as assigned

Employment Type:	Hourly/Part-Time	Employment Category:	Exempt Instructor
Work Year:	12 months	Days/Hours:	Varies Based on Schedule

Position Qualifications

Knowledge:

- Current Welding concepts and skills, basic teaching strategies and classroom management.

Abilities:

Work well and collaboratively; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the teacher's responsibilities
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities and meetings

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable

JOB DESCRIPTION

- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community

Education:

- Equivalent to the completion of high school

Experience:

- Minimum of five (5) years of work experience in the Welding field, one (1) of which must have been within the last three (3) years.

Certifications/Credentials:

- Basic Driver License

Additional Requirements:

- Private transportation

Salary Schedule Placement:	AE 6	Annual Benefits:	None
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

CORE Values:

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DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 4-23/24: Retirement: Kathleen O'Brien

CURRENT SITUATION

The attached Resolution 4-23/24 recognizes Kathleen O'Brien 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 4-23/24: Retirement: Kathleen O'Brien.

EdenAreaROP

RESOLUTION NO. 4-23/24

Retirement: Kathleen O'Brien

WHEREAS, Kathleen O'Brien has worked in public education for 33 years; and

WHEREAS, Kathleen O'Brien 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, Kathleen O'Brien 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, Kathleen O'Brien has served with great distinction; and

WHEREAS, Kathleen O'Brien 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, Kathleen O'Brien has decided to retire from Public Education on December 22, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby commend Kathleen O'Brien 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 Kathleen O'Brien and that a copy of this resolution be presented to her as an expression of great esteem and gratitude.

PASSED AND ADOPTED this 7th day of December 2023.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Gary Howard, Board President
Eden Area ROP Governing Board

COMMUNICATION



Alameda County Office of Education

Alysse Castro, Superintendent

September 14, 2023

Blaine Torpey, Superintendent
Members of the Governing Board
Eden Area ROP (EAROP)
26316 Hesperian Blvd.
Hayward, CA 94545

RE: 2023-24 Adopted Budget Review

Dear Superintendent Torpey and Members of the Board,

The Alameda County Office of Education (ACOE) has reviewed the 2023-24 Adopted Budget of the Eden Area Regional Occupational Program and based on our review, we have determined that the ROP is in compliance with the approval criteria, and the Adopted Budget of the EAROP has been approved.

We want to acknowledge and express our appreciation to the ROP staff, the Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to contact my office at (510) 670-4140.

In community,

Alysse Castro
Alameda County Superintendent of Schools

cc: Anthony Oum, Fiscal Services Administrator, Eden Area ROP
Shirene Moreira, Chief of District Business and Advisory Services, ACOE
Nathan Lau, Director I, District Advisory Services, ACOE

FUTURE MEETING DATES



DATE: December 7, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Upcoming Eden Area ROP Governing Board Meeting Dates

BACKGROUND

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.

CURRENT INFORMATION

Governing Board meetings begin promptly at 5:45 p.m. on the dates listed below:

January 2024	No meeting scheduled in January
Thursday, February 1, 2024	Regular Board Meeting
Thursday, February 1, 2024	Special Board Workshop
Thursday, March 7, 2024	Regular Board Meeting
Thursday, April 11, 2024 (2 nd Thursday at 5:45 pm)	Regular Board Meeting
Thursday, May 2, 2024	Regular Board Meeting
Friday, June 7, 2024 (1 st Friday at 5:45 pm)	Regular Board Meeting

RECOMMENDATION

Information only