

TO: Board of Trustees

FROM: Brian Dozer

DATE: July 23, 2024

SUBJECT: Board Package for Board of Trustees Meeting

Enclosed are the agenda and supporting materials for the Tuesday, July 30, 2024, meeting of the Coastline ROP Board of Trustees at the Presidio site at 1001 Presidio Square in Building B. Open session only contains one item and will begin at 8:00 a.m. Closed session will begin immediately following open session.

I look forward to seeing you at the meeting.

Enclosure



**COASTLINE ROP**

Paul E. Snyder Administrative Center, 1001 Presidio Square, Costa Mesa, CA 92626-1584

**BOARD OF TRUSTEES  
Tuesday, July 30, 2024  
8:00 a.m. Open Session  
8:30 a.m. Closed Session**

PUBLIC COMMUNICATION TO THE BOARD - Anyone desiring to address the Board on any item will be granted three minutes to make a presentation to the Board. If the topic relates to a particular agenda item, you have the option of requesting to be called upon to make your remarks at the time the item is discussed by the Board. (Education Code §35145.5, Government Code §5495.3)

*Meetings may be recorded for use in the official minutes.*

**AGENDA**

**1. BOARD MEETING CALLED TO ORDER**

Meeting is called to order by \_\_\_\_\_ at \_\_\_\_\_ a.m.

**2. PLEDGE OF ALLEGIANCE**

- 3. ROLL CALL:**
- Barbara Schulman, President \_\_\_\_\_
  - Lauren Brooks, Vice President \_\_\_\_\_
  - Lynn Davis, Clerk \_\_\_\_\_
  - Michelle Barto, Member \_\_\_\_\_

**4. ADOPTION OF AGENDA – Recommend the agenda be adopted as submitted.**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**DISCUSSION/ACTION ITEMS**

- 5. Orange County Department of Education (OCDE) ACCESS MOU      Discussion/Action**  
Recommend the Board ratify the MOU and Appendix A between Coastline ROP and the Orange County Department of Education.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

- 6. PUBLIC COMMENT ON CLOSED SESSION ITEMS –** Anyone desiring to address the Board on any closed session item will be granted three minutes to make a presentation to the Board.

- 7. CLOSED SESSION      Discussion**  
A. Public Employee Evaluation: Superintendent (Government Code §54957)

- 8. RECONVENE IN OPEN SESSION      Discussion**  
A. Reporting out of closed session

**9. ADJOURNMENT**

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_ at \_\_\_\_\_ a.m.

**Next Scheduled Meeting: Thursday, August 22, 2024**

Public Records related to the public session agenda that is distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at 1001 Presidio Square, Costa Mesa, during normal business hours (7:30 a.m. to 4:30 p.m.) or on our website <https://www.coastlinerop.org/>



TO: Board of Trustees

FROM: Brian Dozer

DATE: July 23, 2024

SUBJECT: Orange County Department of Education (OCDE) ACCESS MOU

### ***Background***

Coastline ROP and North Orange County ROP were approached to discuss our two organizations providing Career Technical Education (CTE) to OCDE's Alternative, Community, and Correctional Education Schools and Services (ACCESS) Program beginning with the 2024-2025 school year and continuing for 3 years.

Under this agreement, Coastline ROP will hire, train, and supervise three full-time instructors to provide CTE courses in the following pathways: Arts, Media, & Entertainment, Health Science and Medical Technology, and Building & Construction Trades/Information & Communication Technology. Each pathway will consist of 6 sections.

The included MOU shows all the responsibilities of Coastline ROP and OCDE. Additionally, the agreement will require any funded COLA increases to be applied to the per-section costs.

### ***Financial Impact***

The 10-month agreement will result in an increase in gross revenue to Coastline ROP of \$760,734. Net revenue is expected to exceed \$275,000 by offsetting payroll and benefit costs of current Coastline ROP staff.

### ***Recommendation***

It is respectfully requested that the Board of Trustees ratify the MOU and Appendix A between Coastline ROP and the Orange County Department of Education.



# **MEMORANDUM OF UNDERSTANDING**

## **between the Coastline Regional Occupational Program and the Orange County Department of Education**

This Memorandum of Understanding (MOU) is made and entered into on **July 1, 2024**, between the **Coastline Occupational Program (CROP)** and the **Orange County Department of Education (OCDE)**.

### **PURPOSE:**

The purpose of this MOU is to establish a three-year partnership between CROP and OCDE to provide Career Technical Education (CTE) to OCDE's Alternative, Community, and Correctional Education Schools and Services (ACCESS) Program between **July 1, 2024**, through **June 30, 2027**.

### **SCOPE OF WORK:**

- CROP will provide students in the ACCESS Program with a sequence of rigorous and relevant career technical education (CTE) courses. These courses, taught by experienced and engaging instructors, will enrich students' high school experience, and provide them with the career compass needed to navigate a challenging future.
- In partnership with ACCESS, CROP instructors will provide students with a caring, safe, and successful learning environment designed to develop lifelong skills, and instill a voice that leads to positive transformation.
- CROP will hire, train, and supervise instructors who will teach the CTE courses and training programs under administrative and pathway oversight from CROP Administrators of Instructional Programs, and with the support from the CROP management, certificated, and classified support apparatus.

### **RESPONSIBILITIES:**

CROP Responsibilities:

- a) Coordinate and collaborate with OCDE Educational Services staff to enhance curriculum development and instructional support. CROP staff will work jointly with OCDE Educational Services staff to provide tailored resources and training, ensuring both entities contribute expertise to optimize educational outcomes for students.
- b) Hire, train, supervise three, full-time instructors to provide CTE courses in the following pathways: Arts, Media, & Entertainment, Health Science and Medical Technology, and Building & Construction Trades/Information & Communication Technology.
- c) Provide qualified instructors who hold valid, appropriate teaching credentials issued by the California Commission on Teacher Credentialing.
- d) Provide leadership and coordination services to ensure that high-quality CTE and regulatory standards are met. CROP support staff includes Administrators of Instructional

Programs, the Director of Educational Services, Instructional Program Administrative Assistant, WorkBased Learning Coordinator, and Instructional Coaches.

- e) Provide a sequence of rigorous and relevant CTE courses.
- f) Track student progress, including attendance, progress reports, report cards, and program evaluation data through the AERIES system operated by the ACCESS Program.
- g) Report social emotional, mental health, and disciplinary behavior to the ACCESS administration and/or counseling staff.

### **OCDE/ACCESS Responsibilities**

- a) Coordinate and collaborate with CROP to enhance curriculum development and instructional support. OCDE Educational Services staff will work jointly with CROP to provide tailored resources and training, ensuring both entities contribute expertise to optimize educational outcomes for students.
- b) Coordinate the ACCESS program.
- c) Provide clean, healthy, and safe teaching environment/facilities for students and teachers in the ACCESS program.
- d) Provide all supplies and equipment required for the CTE courses and training programs, unless mutually agreed upon in writing by the CROP and OCDE/ACCESS Administration.
- e) Provide counseling and other support staff who will confirm student eligibility, availability of space for its students in specific courses, enroll students and coordinate and communicate with CROP regarding enrollment and attendance.
- f) Provide a school counselor, administrator, or other support staff member dedicated to supporting the whole student's education through Multi-Tiered System of Support (MTSS). Supports include Foster Youth Services, Special Education Services, Title 1 Programs, and Title III Programs – English Learner Services.

### **SERVICE AREA AND DEMOGRAPHICS:**

ACCESS serves about 2,550 students daily at 42 locations countywide, using various instructional models. ACCESS is a public, WASC-accredited educational program offering unique school options serving students throughout Orange County from Transitional Kindergarten (TK) to adults seeking to complete their high school education.

### **PAYMENT STRUCTURE:**

CROP (in an amount as determined by Appendix A), shall receive annual operating funds from OCDE based on the number of full-time instructors and the percentage of leadership and support/coordination services needed. A full-time instructor equates to six sections of a specific CTE pathway over one day. CROP instructors work 180 duty days per calendar year.

Per year, any funded COLA increase applied to OCDE/ACCESS's base grant shall also be applied to CROP'S section costs.

In the event of any major funding changes (including deficits, deferrals, or funding reductions) the parties agree to meet and review the impact to determine if changes to the agreement should be made.



Notification of full-time instructor (6 sections) reductions shall be made and provided in writing to CROP by February 15, preceding the fiscal year when the reductions will be implemented. CROP will notify OCDE of the confirmed changes to the section count by March 15.

Any other work requested by OCDE/ACCESS from CROP instructors to be completed outside or over the full-time teaching assignment (6 sections) and 180 duty days will be communicated to CROP and written into a separate Memorandum of Understanding (MOU).

**DURATION:** This MOU shall commence on the signature date and continue until the agreement's completion on June 30, 2027.

## **STUDENT DATA SHARING AGREEMENT**

### **THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT:**

The Family Educational Rights Privacy Act ("FERPA") permits the release of personally identifiable student data without prior written parental consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instructions, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representative of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." 20 USC 1232g(b)(1)(F). Each party agrees to comply with FERPA in its performance of this agreement.

### **DATA SHARING:**

To accomplish the purposes stated CROP and OCDE/ACCESS will share student data relative to the ACCESS Program. Both parties will work jointly to determine the provisions of the data request delivery.

### **DATA REQUIREMENTS AND DELIVERY FOR EACH ACADEMIC YEAR:**

CROP and the OCDE/ACCESS Program agree to share data with student and teacher level data elements ("Shared Data") for all students attending the ACCESS Program pertaining to Career Technical Education. Student and teacher data will be delivered securely and directly from both parties.

With OCDE/ACCESS's approval, data may be matched to other administrative data. In these instances, both parties shall use a secure, mutually agreed upon means and schedule of transferring confidential information.

In addition, this agreement will meet the requirements requested by Aeries, the student information system used by CROP and the ACCESS Program, that an agreement to share student information is approved between the parties each year.

### **CONFIDENTIALITY:**

Student records contain sensitive information, the disclosure of which is governed by California Education Code section 49060 et seq. and implementing regulations contained in title 5 of the

California Code of Regulations, "Directory information," as defined in Education Code section 49061, subdivision (c) may be released pursuant to Governing Board policy.

In accordance with the Education Code section 49076, subdivision (b)(5), parties shall not use pupil record information in any manner that will permit the personal identification of students by persons other than representatives of either party or others authorized by CROP and the OCDE/ACCESS Program. Teacher data will have the same protections. All data will be stored in a secure area in a locked office at all sites. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student or teacher identifiers, such as name and identification number are not disclosed to others besides representatives of either party and others authorized by CROP and OCDE/ACCESS Program. Student and teacher identifiers will be used for longitudinal data tracking and data linking only.

Neither party shall release or disclose any student information to any outside research department, institution, school or individual not mentioned in the agreement under any circumstances without express written approval of either party. Projects requiring the sharing of personal identifiable information will be clearly explained prior to releasing data. Both parties agree to destroy all student and teacher data when it is no longer needed for program evaluation purposes.

Notwithstanding, both parties grant the right to use the Shared Data for each other's lawful education and research purposes. This grant shall include the use of de-identified Shared Data as part of the parties' published works in accordance with and compliant with the terms in this section. The de-identification of the Shared Data shall include the removal of CROP, OCDE, ACCESS, student, and teacher identification information.

## **OTHER TERMS**

### **CONFIDENTIALITY:**

The parties recognize the need to maintain personally identifiable information (PII) and protected health information (PHI) privately and confidentially. Information shall only be shared in strict accordance with established policies and procedures and state and federal laws.

The parties acknowledge that the existence and the terms of this MOU and any oral or written information exchanged between the parties in connection with the preparation and performance of this MOU are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, shall not disclose any relevant confidential information to any third parties, except for the information that:

(a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities. Disclosure of any confidential information by the staff members or agencies hired by any party shall be deemed disclosure of such confidential information by such party and shall be held liable for breach of this MOU.

### **MINIMUM INSURANCE REQUIREMENTS:**

CROP shall obtain and maintain the policies of insurance or equivalent program of self - insurance

and limits as shown below for the duration of this MOU. The insurance coverage and limits of liability shown are the minimum insurance requirements in this MOU. Should the CROP maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of OCDE/ACCESS and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this MOU.

OCDE/ACCESS shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this MOU. The insurance coverage and limits of liability shown are the minimum insurance requirements in this MOU. Should OCDE/ACCESS maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the CROP and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this MOU.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- a) OCDE/ACCESS, its Board, officers, agents, volunteers and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written MOU or MOU."
  - b) Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
2. If CROP has access to or will be receiving any personal or private information about the OCDE/ACCESS or its students, personnel, students, volunteers or parents or any other third party:

Cyber Liability Insurance with limits not less than \$50,000 for each occurrence or event with an annual aggregate of \$50,000.

- a) The policy shall at a minimum cover claim involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
- b) The policy shall protect CROP from breach response costs and regulatory fines and penalties for the full policy limits.

3. If CROP may be providing services on its or the Agencies facilities during the time that the Agencies students could be present, OCDE/ACCESS shall provide specific coverage for Abuse or Molestation with limits not less than \$1,000,000 per occurrence either by separate policy or by an endorsement to User's Commercial General Liability coverage.

Should any of the insurance policies contain either a deductible or self-insured retention, OCDE/ACCESS shall be responsible to pay that deductible or self-insured retention and CROP shall not be responsible to pay these costs. Notwithstanding the above, and this shall in no way alleviate OCDE/ACCESS's responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that OCDE/CROP shall to the fullest allowable by law, indemnify, defend and hold harmless the CROP, OCDE/ACCESS shall ensure that all policies shall recognize the erosion of the retention or deductible from other sources.

#### **INDEMNIFICATION:**

To the fullest extent permitted by law, CROP shall defend, indemnify and hold harmless OCDE/ACCESS, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of CROP's performance under this MOU, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, CROP shall not be obligated to indemnify an indemnified party for liability to the extent it is established by final adjudication that such indemnified party contributed to the liability via willful misconduct or sole negligence for which that indemnified party is legally responsible. CROP shall, if requested by the OCDE/ACCESS, defend using counsel approved by CROP in its sole discretion. CROP's obligations under this indemnity contract shall survive the completion or termination of the project.

To the fullest extent permitted by law, OCDE/ACCESS shall defend, indemnify and hold harmless CROP, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of OCDE/ACCESS's performance under this MOU, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, OCDE/ACCESS shall not be obligated to indemnify an indemnified party for liability to the extent it is established by final adjudication that such indemnified party contributed to the liability via willful misconduct or sole negligence for which that indemnified party is legally responsible. OCDE/ACCESS shall, if requested by CROP, defend using counsel approved by OCDE/ACCESS in its sole discretion. OCDE/ACCESS's obligations under this indemnity contract shall survive the completion or termination of the project

#### **WITHDRAWAL OF PARTICIPATION:**

Upon written notice (of not less than one year) either party may withdraw and terminate from its

status under this MOU and will incur no liability for any obligation incurred by OCDE and/or CROP after the date of submission of its notice of withdrawal, provided that such withdrawal is completed by the end of such fiscal year.

In the event that OCDE withdraws from this MOU and desires to retain any personal property owned by CROP and located within the geographical area of Orange County, OCDE shall first reimburse CROP in an amount equal to the then reasonable value of such personal property as determined by the Board, subject to such offset or adjustment, if any, as shall be determined the Board to be the fair and reasonable value of the withdrawing OCDE's contributed share of the acquisition cost to CROP of such personal property.

By withdrawing, OCDE shall not be entitled to any reimbursement for, nor shall it retain any interest in real property to which the CROP has a title.

**TERMINATION FOR BREACH:**

If either party materially breaches any of its obligations under this MOU, the nonbreaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the nonbreaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The nonbreaching party may in its reasonable discretion determine whether the breach has been cured.

If the MOU terminates, the parties will cooperate in the transition of activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination.

**DISPUTES NONBINDING MEDIATION:**

The Parties agree that all disputes, claims or controversies arising out of or relating to this MOU (collectively, a "Claim"), must be submitted to JAMS or Judicate West, or their successor (the "Mediation Provider"), for mediation, before the initiation of any proceeding. Either Party may commence mediation by providing a written request for mediation to the Mediation Provider and to the other Party. The written request for mediation must set out the subject of the dispute and the relief requested. The Parties will cooperate with the selected Mediation Provider and with one another in selecting a mediator from the Mediation Provider's panel of neutrals and in scheduling the mediation proceedings. The Parties will participate in the mediation in good faith. The Parties will share equally the cost of the mediation. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator or any Mediation Provider employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any action, judicial reference or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable is not rendered inadmissible or non-discoverable as a result of its use in the mediation.

**ARBITRATION:**

All Claims that are not resolved by mediation must be submitted to arbitration. Either Party may initiate arbitration proceedings with respect to the matters submitted to mediation at any time after the initial mediation session or at any time 60 days or more after the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). Arbitration must be conducted by JAMS or Judicate West, unless otherwise agreed by the Parties, in the County where the parties are

located. The costs and expenses of the arbitration, including without limitation, attorneys' fees, shall be borne by the Parties in the manner determined by the arbitrator.

Any legal action taken under this MOU, including without limitation for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard or tried only in the courts of the State and County in which the parties are located or the Federal District Court with jurisdiction over that County.

**FULL AGREEMENT:**

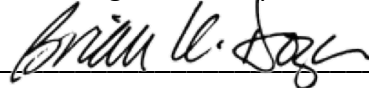
This MOU represents the complete and exclusive statement between the CROP and OCDE and supersedes all other MOUs, oral or written between the Parties. In the event of a conflict between the terms of this MOU and any attachments hereto, the terms of this MOU shall prevail. This MOU may not be modified except by a written instrument signed by an authorized representative of OCDE and by an authorized representative of CROP. The Parties agree that any terms or conditions inconsistent with, or in addition to, the terms hereof, shall not bind or obligate CROP or OCDE. Each party to this MOU acknowledges that no representations, inducements, promises, or MOUs, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

**GOVERNING LAW:** This MOU shall be governed by and construed in accordance with the laws of the State of California.

**SIGNATURES OF AUTHORIZED REPRESENTATIVES:**

Coastline Regional Occupational Program

Orange County Department of Education

By: 

By: \_\_\_\_\_

Name: Dr. Brian K. Dozer

Name: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: July 12, 2024

Date: \_\_\_\_\_

# Memorandum of Understanding – Appendix A

## Coastline Regional Occupational Program Operating and Funding Agreement for the 2024-2025 School Year

### ORANGE COUNTY DEPARTMENT OF EDUCATION

Maximum Number of Sections	Projected Total Number of Sections	Cost per Section	Projected Total Annual Cost for District	Projected Monthly Invoice Amount for District
18	18	\$42,263	\$760,734	\$76,073

#### OCDE:

1. **Requests for additional instructional sections** must be provided in writing to CROP's Director of Educational Services, Dr. Krista Ganga, ([kganga@coastlinerop.org](mailto:kganga@coastlinerop.org)) by the authorized OCDE designee.
2. As noted in MOU, **notification of total class section reductions** by OCDE shall be made and provided in writing to CROP's Director of Educational Services, Dr. Krista Ganga ([kganga@coastlinerop.org](mailto:kganga@coastlinerop.org)) by **February 15<sup>th</sup>**, preceding the fiscal year the reductions will be implemented.

#### CROP:

1. CROP shall provide OCDE/ACCESS with an **ROP Pathways and Staffing document** to reflect the breakdown of CROP sections by campus, CTE pathways, and instructors. The document will also include the contact information of CROP administrator(s) who will supervise CROP instructors for each campus.
2. The CROP shall **invoice OCDE** for ten (10) equal monthly amounts, September through June.
3. CROP shall update and provide OCDE with a final version of this **Appendix A document** by **May 30<sup>th</sup>** of each year.

#### BOTH OCDE AND CROP:

1. A change in the type of CTE programs and services offered by CROP to OCDE/ACCESS may be made at any time, with the written approval from the authorized agents of both parties.
2. In the case of a new instructional program, or an existing program that requires a significant upgrade financial investment, OCDE and the ROP will determine what additional one-time and/or ongoing funding is required.

The multi-year projection reflected in **the table below is for planning purposes** and includes the Funded COLA increases as projected by the School Services Dart Board for the 2024-2025 Governor's Proposed Budget.

School Year	Projected Total Number of Sections	COLA Planning Factor	Cost Per Section	Total Projected Annual District Cost	Monthly Projected District Invoice Amount
2025-2026	18	2.93%	\$43,501	\$783,018	\$78,302
2026-2027	18	3.08%	\$44,841	\$807,135	\$80,714