



# EdenAreaROP

## GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • [www.edenrop.org](http://www.edenrop.org)

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**Thursday, April 7, 2022**  
**5:45 pm**

### GOVERNING BOARD MEMBERS

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

### MISSION STATEMENT

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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, April 7, 2022  
Time: 5:45 p.m.

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

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

##### **Attend Zoom Meeting Instructions:**

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://us02web.zoom.us/j/89895161343?pwd=RjkyemdiS0pMNHpMWG5BVDRRWS9CQT09> to at the noticed meeting time.  
Meeting ID: **898 9516 1343**  
Passcode: **EAROP22**

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

**To listen to the meeting by phone**, please call at the noticed meeting time **1-669-900-6833**, then enter ID **898 9516 1343**, then press "#". Passcode: **9352535**

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

##### **Public Comment Instructions:**

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

#### **AGENDA**

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Public Comment" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

**I. Call to Order**

**II. Roll Call**

**III. Pledge of Allegiance**

**IV. Mission Statement**

**V. Approval of Agenda**

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

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

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

**Public Comment Instructions:**

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

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

**VII. Student of the Month**

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

**VIII. Consent Calendar**

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 3, 2022 (pages 5-10)
- B. Request the Governing Board to approve the Bill Warrants (pages 11-18)
- C. Request the Governing Board to approve the Personnel Action Items (pages 19-20)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 21-22)
- E. Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2022-2023 School Year (pages 23-26)
- F. Request the Governing Board to approve the Agreement with Cabrillo Community College for the Strong Workforce Program from January 2022 through June 2024 (pages 27-37)
- G. Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2021-2022 School Year (pages 38-40)

- H. Request the Governing Board to approve the Agreement with Deborah Maynard for Targeted Support for the 2021-2022 School Year (pages 41-46)
- I. Request the Governing Board to approve the Revised Agreement with Eide Bailly LLP for Auditing Services for the 2021-2022 and 2022-2023 School Years (pages 47-57)
- J. Request the Governing Board to approve the Agreement with Karen Huff for Targeted Support for the 2021-2022 School Year (pages 58-63)
- K. Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for the Access Plus Service for the 2022-2023 School Year (pages 64-72)

**IX. Information Items**

- A. ROP Pathway Review: Entrepreneurship/Self Employment and Marketing (pages 73-75)
- B. Career Counselor Report (page 76)

**X. Action Items**

- A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies and Administrative Regulations (pages 77-110)
- B. Request the Governing Board to approve the Adoption of Resolution 12 21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period April 8, 2022 through May 8, 2022 (pages 111-114)
- C. Request the Governing Board to approve the Revised Job Description (Superintendent) (pages 115-120)

**XI. Superintendent's Report**

**XII. Governing Board Reports**

**XIII. Recess to Closed Session**

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract
- C. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)  
Designated Representative: Anthony Oum  
Unrepresented employees

**XIV. Reconvene to Open Session and Report Action Taken in Closed Session**

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract
- C. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)  
Designated Representative: Anthony Oum  
Unrepresented employees

**XV. Adjournment**



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Presentation of ROP Student of the Month Awards

## **BACKGROUND**

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

## **CURRENT SITUATION**

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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 April:

<b>STUDENT NAME</b>	<b>HIGH SCHOOL</b>	<b>ROP PROGRAM</b>	<b>INSTRUCTOR</b>
Adan Garcia	Tennyson High School	Entrepreneurship I P	Zennaita Bradford
James Nichola Adiong	Mt. Eden High School	Entrepreneurship I P	Vanita Lee-Tatum
Frida Veliz	Castro Valley High School	Marketing Economics I P	Byron Thompson
Emily Nguyen	Arroyo High School	Marketing Economics III P	Christina Charlton

## **RECOMMENDATION**

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Information only

# CONSENT CALENDAR

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CONSENT CALENDAR



## Minutes of the Regular Meeting of the ROP Governing Board March 3, 2022

### I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Thursday, March 3, 2022. Due to COVID-19 all Board members and attendees attended the meeting virtually via Zoom.

### II. Roll Call

#### Eden Area ROP Governing Board Members Present:

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

#### Eden Area ROP Superintendent/Clerk of the Board Present:

Linda Granger

#### Eden Area ROP Administrators Present:

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

#### Eden Area ROP Staff Present:

Bill Deslaurier	Construction Technology Instructor
David Espinoza	Automotive Technology Instructor
Gabriela Juarez	Executive Assistant
Daniel Pareja	Automotive Collision and Refinishing Instructor
Armando Politron	Automotive Technology Instructor
Sukhi Sidhu	Career Counselor

#### Others Present:

Roman Muñoz	Lozano Smith
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Students of the Month and their families

### III. Pledge of Allegiance

Liliana Ortega led the Pledge of Allegiance.

### IV. Mission Statement

Julio Azcorra read the Eden Area ROP mission statement.

### V. Approval of Agenda

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

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

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

None

**VII. Student of the Month Awards**

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

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Julio Azcorra	Mt. Eden High School	Automotive Technology I P	David Espinoza
Wesley Caldiero	Castro Valley High School	Automotive Technology I P	Armando Politron
Liliana Ortega	Mt. Eden High School	Automotive Collision & Refinishing II P	Daniel Pareja
John Kuhns	Arroyo High School	Construction Technology II P	Bill Deslaurier

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

**VIII. Consent Calendar**

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

- A. Minutes of the Regular Governing Board Meeting of February 3, 2022
- B. Bill Warrants
- C. Personnel Action Items
- D. Listed Donations- Technical Welding Supply LLC
- E. Statement of Facts Registry of Public Agencies Filing
- F. Revised Course Outlines for the Medical Careers I and II Programs
- G. Adoption of Resolution 9-21/22: Conflict of Interest Code
- H. Agreement with Carla Alonzo for Providing a Mental Health and Wellness Program for the 2021-2022 School Year

Trustee James Aguilar seconded the motion.

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

**IX. Information Items**

**A. ROP Pathway Review: Residential & Commercial Construction**

Linda Granger, Superintendent, shared with the Board that the Construction Technology program is part of the Residential & Commercial Construction Pathway under the Building and Construction Trades sector. There are two courses offered in this pathway which are Construction Technology I and Construction Technology II. There are a total

of 61 students in the pathway. Superintendent Granger introduced Bill Deslaurier to review information about the program he offers in this pathway.

The curriculum for the program includes learning to use hand tools, power tools, site and building layout, plans and codes, roofing, foundation, insulation, ceiling, floors, solar panels, electrical, plumbing, HVAC systems, windows and layouts. Mr. Deslaurier also prepares his students with soft skills such as respect, punctuality, reputation, personal responsibility, professional behavior, safety, pride, integrity, commitment, personal appearance, focus, responsibility to others and adherence to rules. Mr. Deslaurier runs the class as if it were an actual construction site.

He reviewed the projects that students have completed on campus, the high school sites and in the community. Students have made picnic tables, installed a fence, built a pergola, built a storage cabinet, built small sheds, built a little library, built a tiny house and completed projects for the local high schools.

## **B. Adult Programs Update**

Craig Lang, Director of Adult Programs, gave an update on Adult Programs. He began by sharing the courses we are currently offering which are Electrical Day Program, Clinical Medical Assisting, Dental Assisting, Direct Support Provider (DSP) and Electrical (continuing education courses).

He shared that the Electrical Day Program, Clinical Medical Assisting, Dental Assisting and Welding are on the approved Eligible Training Provider List (ETPL). The ETPL provides employment training resources for adults and dislocated workers. Many organizations use the ETPL as resource to direct students to different training and education programs. Mr. Lang provided a list of organizations that refer students to the Eden Area ROP which includes HPN Scholarship, Rubicon/One Stop, Live in Peace, Patricia Salazar Vocational Consulting, Ortega Counseling Center, Patricia Posada Vocational Services Inc., Department of Rehabilitation (DOR), EDD/Unemployment, Workers Comp and International Rescue Committee IRC (refugee services).

He also discussed employment opportunities that students were able to secure upon course completion. He mentioned businesses that hired students such as TESLA, Helix, Hayward Electric, Nelson Electric, Gott Watts, Kaiser, Sutter Health, St. Rose, Tiburcio Vasquez Health Center, ConXtech, Gillig, Inland, SF Tube and several dentist offices.

For apprenticeship programs to be eligible to receive funding from the state for Related Supplemental Instruction (RSI) hours, they must partner with a Local Education Agency (LEA). As an LEA, the ROP provides educational support and training for teachers, reviews curriculum, observes teachers, attends apprenticeship meetings, and monitors Related Supplemental Instruction (RSI) hours. The Eden Area ROP has a longstanding partnership with the Associated Builders and Contractors, Northern California Chapter (ABC) for 50,000 RSI hours and with Northern California Elevator Industry Joint Apprenticeship and Training Committee for 13,261 RSI hours.

Mr. Lang also reviewed programs he is looking to offer in the fall which include radiography, coronal polishing, pit & fissure sealants, and medical assisting externships.

Looking to the future, the adult programs is continuing to update the new student information system (Orbund) and school webmaster website to allow program enrollment, instructor and student communication, grading, and billing. In addition, as a partner, attending HPN (Hayward Promise Neighborhood) and C2CERN (Cradle to Career Education Reform Network) meetings and events to promote adult programs.

**C. First Reading of Governing Board Policies and Administrative Regulations**

Linda Granger, Superintendent, shared that CSBA provides quarterly updates to Board Policies as the State regularly updates or adds policies throughout the year to align with new changes to the law.

Superintendent Granger presented to the Governing Board the first reading of the following Board policies and Administrative Regulations:

NUMBER	TYPE	TITLE	STATUS
1312.3	Policy	Uniform Complaint Procedures	Replace
1312.3	Regulation	Uniform Complaint Procedures	Replace
3515.6	Regulation	Criminal Background Checks for Contractors	Replace
4161.8 4261.8 4361.8	Regulation	Family Care and Medical Leave	Replace
5125	Regulation	Student Records	Replace
5145.3	Regulation	Nondiscrimination/Harassment	Replace
6112	Policy	School Day	Replace
6143	Policy	Courses Of Study	Replace
9320	Policy	Meetings And Notices	Replace

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

**X. Action Items**

**A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations and Exhibits 4000**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gary Howard the Governing Board approved the second reading and adoption of Governing Board Policies, Administrative Regulations and Exhibits 4000.

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

**B. Request the Governing Board to approve the 2021-2022 Second Interim Report**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee James Aguilar the Governing Board approved the 2021-2022 Second Interim Report.

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

**C. Request the Governing Board to approve the adoption of Resolution 10-21/22: Mid-Year Additions/Changes-Revised Signature Card**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 10-21/22: Mid-Year Additions/Changes-Revised Signature Card.

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

**D. Request the Governing Board to approve the Adoption of Resolution 11 21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period March 6, 2022 through April 7, 2022**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 11 21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period March 6, 2022 through April 7, 2022.

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

**E. Request the Governing Board to approve the Agreement with Premier Commercial Cleaning Solutions, Inc. for Janitorial Services for the 2021-2022 School Year**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee James Aguilar the Governing Board approved the agreement with Premier Commercial Cleaning Solutions, Inc. for janitorial services for the 2021-2022 school year.

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

**XI. Superintendent's Report**

Superintendent Granger was excited to share about a collaboration project between our Construction, Welding, and Auto Collision and Refinishing programs. Students from the programs worked together to revitalize the golf cart used by Center staff to get around campus. She showed pictures of the progress and the final outcome of the golf cart which included new paint, the Eden Area ROP logo, new seats and stitching, a new flat bed and new bars for the flat bed.

Superintendent Granger reported that the State has announced the allocations for the 21-22 school year for the CTEIG. Three million was allocated to the Eden Area ROP from CTEIG.

She also reported that students competed in the regional SkillsUSA competition. Six gold medals were brought home by Welding, Cybersecurity and Auto Collision and

Refinishing students. Three silver medals were won by First Responders, Careers in Law and Auto Collision and Refinishing. Two bronze medals were received by First Responders and Auto Collision and Refinishing. Twenty-six students will continue to the next competition in April.

Superintendent Granger shared the Student of the Year event will take place on May 25<sup>th</sup> and it is scheduled to be in-person.

She concluded her report with discussing the announcement by ACPH that effective March 14, 2022 that masks are no longer required, however, highly recommended. The Eden Area ROP will continue to align with the majority of the member districts.

**XII. Governing Board Reports**

None.

**XIII. Recess to Closed Session**

The meeting was called into closed session at 7:09 p.m.

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**
- B. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract**

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

The meeting resumed to open session at 8:07 p.m.

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

No action was taken.

- B. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract**

Board President Juan Campos reported that the Board has given direction to Superintendent Granger to indicate the advertisement to identify a new successor for superintendent. The Board has also directed legal counsel to amend the contract with Superintendent Granger to Chief Operating Officer and this will be up for consideration at the April 2022 board meeting.

**XV. Adjournment**

The Governing Board meeting was adjourned in memory of:

- Maria Raquel Jimenez Cuellar, grandmother of Annette Senter, our Registrar
- Billy Espinoza, brother of David Espinoza, our Auto Technology Instructor
- Beverly Ann Taylor, aunt of Linden Keiffer, our Security Officer
- Byron C. Thompson, father of Byron Thompson, our Entrepreneurship Instructor

The meeting was adjourned at 8:08 p.m.

Approved by the Eden Area ROP Governing Board \_\_\_\_\_.

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



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

## **CURRENT SITUATION**

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The bill warrants submitted for approval are for the period of February 10, 2022 through March 10, 2022 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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**DATE:** April 7, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

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Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

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Attached is a report for the complaints and resolutions through April 1, 2022 as specified by Education Code 35186 (d).

## **CONSENT CALENDAR**

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## QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: April 1, 2022

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

Quarterly Report Submission (check one) →  
Date: April 1, 2022

- ☐ January  
☒ April  
☐ July  
☐ October

Date for information to be reported publicly at the Governing Board meeting: April 7, 2022

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: April 7, 2022

\_\_\_\_\_  
Linda Granger, Superintendent



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2022-2023 School Year

## **BACKGROUND**

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With the passage of the Affordable Care Act, employers with over 50 employees are required to file annual information returns that provide information about health plan coverage via the completion of a form 1095.

## **CURRENT SITUATION**

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Since the 2018 tax year the Eden Area ROP has met the threshold of at least 50 employees, and therefore, is required to provide health care coverage information to employees for tax purposes. To assist us in adhering to this requirement, we have contracted with Burnham Benefits Insurance Services.

### Fiscal Impact

\$4,100 from the general fund.

## **CONSENT CALENDAR**

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# Employer Reporting Services Agreement

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This Agreement ("Agreement") is between Eden Area ROP ("Client") and Burnham Benefits Insurance Services ("Burnham") and is effective as of April 1, 2022.

Burnham has entered into third party agreement with Greatland Corporation to create and file the appropriate ACA 1095 reporting on behalf of our clients.

## **Scope of Services to be Provided by Burnham**

Burnham will work with both Eden Area ROP and Greatland to facilitate the final coding, filing and distribution of the required 1095-C's. The 2022 Services includes the actual printing and distribution of Form 1095-Cs.

Upon execution of this Agreement, Burnham shall provide Client with a specified timeline to provide the data needed in order for Burnham to guarantee timely performance of the 2022 Services.

Burnham's 2022 Services are not intended to constitute legal or tax advice.

## **Client's Responsibilities**

Client agrees to timely provide Burnham with the necessary data and records that Burnham requires to perform the 2022 Services under the terms of the Agreement. The timeframe for Client to provide the necessary information will be as follows to ensure timely completion of the 2022 Services by Burnham.

- Preliminary submission by December 16
- Final submission no later than January 15

Client is responsible for ensuring data and records are accurate, complete, and timely provided to Burnham and that the Forms generated by the Software Product are true and accurate. Client will promptly review all Forms generated by the Software Product in connection with the 2022 Services and promptly notify Burnham of any errors, omissions, or discrepancies with Client's records. Burnham makes no warranties, express or implied, in fact or in law, that the Forms generated by the Software Product are correct and accurate.

Client, not Burnham, is solely responsible for complying with the requirements of Code Section 6056, including its filing and disclosure deadlines, and any other legal or tax requirements related to this Agreement.

Client is responsible for retaining copies of all documentation received from, or provided to, Burnham in connection with the 2022 Services in accordance with the Client's business practices, and to the extent required by applicable law.

# Employer Reporting Services Agreement

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## **Term**

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2022 Services hereunder.

## **Confidentiality**

All sensitive information received from Client to perform the 2022 Services under this Agreement is agreed to be handled in a manner in the strictest confidence and consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines.

## **Disputes / Arbitration**

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Orange. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

## **Miscellaneous**

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement, operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any Dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this

## Employer Reporting Services Agreement

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Agreement, to the extent such Dispute is resolved through arbitration or litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party and shall be binding upon the successors and permitted assigns of each party.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

In WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this Agreement, effective April 1, 2022.

**Total Project Fee: \$4,100** Billed in-full at start of project

### Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### Burnham Benefits Insurance Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with  
Cabrillo Community College for the Strong Workforce Program from  
January 2022 through June 2024

## **BACKGROUND**

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The Bay Area Community College Consortium has contracted with Cabrillo Community College as the fiscal agent for the K12 Strong Workforce Program (SWP). Cabrillo Community College is responsible for distributing funds to grantees within their region. The agreement with Cabrillo Community College is for the period of January 1, 2022 and expire on June 30, 2024.

## **CURRENT SITUATION**

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The Eden Area ROP in conjunction with our district partners successfully submitted a SWP grant application for \$1,957,822 focused on providing Career Technical Education Students academic support that enables students to remain on the path to graduation. This grant is modeled after the credit recovery program implemented via the Hayward Promise Neighborhood. Through this grant program we will provide the opportunity for students from all the districts to that need additional credits to participate in a credit recovery program while enrolled at the ROP center.

## **CONSENT CALENDAR**

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**BAY AREA COMMUNITY COLLEGE CONSORTIUM  
K12 STRONG WORKFORCE PROGRAM AGREEMENT  
BETWEEN  
CABRILLO COMMUNITY COLLEGE DISTRICT  
and  
Eden Area ROP**

This agreement is entered into between Cabrillo Community College District (hereinafter referred to as “Fiscal Agent”) and Eden Area ROP (hereinafter referred to as “Grantee”), collectively referred to as “Parties” and individually as “Party.”

**1. RECITALS**

WHEREAS, the Cabrillo Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as “K12 SWP”) for the Bay Area Community College Consortium (hereinafter referred to as “Regional Consortium”) and is responsible for distributing funds to each grantee within the region, following certification in NOVA by the Regional Signing Authority.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor’s Office”), in partnership with the California Department of Education (CDE) and as appropriated under Education Code<sup>1</sup> §88827, for the K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency’s award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

**2. AWARD AMOUNT**

The total amount for this Agreement is **\$1,957,822** for the project titled Pandemic: Efficiency and Access = CTE Equity (PEACE) (**NOVA ID 15690**) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region’s K12 SWP Selection Committee and entered into the California Community Colleges’ NOVA system (hereinafter referred to as NOVA).

Grantee certifies that grant funds received and the matching funds contributed by the Grantee and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

Whereas the region is collectively responsible for fully expending the regional allocation within the

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<sup>1</sup> Unless otherwise noted, all statutory references herein shall be to the California Education Code.

specified timeline, and whereas failure to do so can result in the return of the funds to the State, it is imperative to have a process for reallocating funds when Grantees are unable to fully spend their allocation. In order to ensure the region is able to fully expend its allocation, Grantee should regularly monitor its rate of expenditures and contact BACCC to discuss reallocation of funds as soon as possible if it becomes evident that Grantee may be unable to fully expend Award. BACCC may initiate a discussion about possible reallocation if the expenditures reported at the end of fiscal year 2022-23 indicate that full and timely expenditure may be difficult to achieve.

### **3. PERIOD OF PERFORMANCE**

The period of performance for this Agreement shall commence on January 1, 2022 and shall expire on June 30, 2024, unless terminated earlier in accordance with the termination provisions of this Agreement.

### **4. SCOPE OF WORK**

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's certified plan in NOVA.

### **5. MODIFICATIONS**

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Pathway/Program Work Plan of the certified plan in NOVA, the terms of this Agreement, or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at [k12swpRFAr4.baccc.net](https://k12swpRFAr4.baccc.net)

Grantee may make changes to any budget category amounts up to 10% of the total award amount per object code as listed in the Summary Budget in Exhibit A without the approval of the Fiscal Agent so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Fiscal Agent. Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement.

The process for requesting and approving amendments is determined by the Fiscal Agent. Budget changes or amendments are subject to applicable program limitations and require approval of the Fiscal Agent. No extensions to the performance period will be granted.

The process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments are posted on the Regional Consortium's K12 SWP website at [k12swp.baccc.net](https://k12swp.baccc.net).

### **6. INVOICING AND PAYMENT**

Advance payment of 70% of the total amount of this Agreement will be paid to Grantee within 45 days following full execution of the Agreement.

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than August 15, 2024.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA ([k12swpRFAr4.baccc.net](http://k12swpRFAr4.baccc.net)), and as indicated in the Grantee's certified plan in NOVA. Grantees will be required to submit documentation of the match in the fiscal reports submitted through NOVA.

## **7. REPORTING**

K12 SWP funding is project-based with project submissions and reporting of expenditures and match taking place in NOVA. The Grantee agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, [k12swp.baccc.net](http://k12swp.baccc.net). Grantee will be provided 30 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the Fiscal Agent at other times. It is the responsibility of the lead LEA to ensure that all required Progress, Fiscal and Cal-PASS Plus reports are submitted by or on behalf of all K–12 Partner Agencies.

Grantee shall prepare and submit outcomes data as required by California Education Code §88828 (d) (8) (D). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCCO for information sharing on K12 data. It is the responsibility of Grantee to ensure that all participating K–12 Partner Agencies with data required to be reported have an MOU with Cal-PASS Plus. By November 1 immediately following the fiscal year for which data are being reported, Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2021-22, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

## **8. SUBGRANTING AND SUBCONTRACTING**

The Grantee is responsible for distributing funds to partnering agencies identified in the application as subgrantees. The Grantee is responsible for the performance of any services provided using funds awarded under this grant by partners, consultants, or other organizations. The Grantee must have an invoice process for all K-12 Partner Agencies (subgrantees) that enables the Grantee to provide the necessary backup documentation for all invoices submitted to the Fiscal Agent for expenses made by subgrantees. The Grantee is responsible for sharing relevant communication and information with all partners.

The Grantee shall obtain approval from the Fiscal Agent for additions or deletions to the subgrantees named in Exhibit A: Objective and Financials or for changes in the amount of funds awarded each subgrantee greater than 10% of the total grant.

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its partnering subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

## **9. RECORDS AND AUDITS**

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Ed Code Section 14502.1.
- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in the certified project plan and budget in NOVA .
- C. Grantee shall maintain and make available expenditure data for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA ([k12swpRFAr4.baccc.net](http://k12swpRFAr4.baccc.net)) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

## **10. TERMINATION**

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

## **11. DISPUTES**

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into

good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent or the Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute. If the Parties do not agree as to the dispute resolution entity, the Fiscal Agent will solely select the final arbiter and such selection will be binding on the Grantee. The final arbiter's decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the final arbiter receives from Grantee a written request to appeal said decision. Pending the final decision of the appeal, Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

## **12. INDEMNIFICATION**

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

## **13. INSURANCE**

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the Grantee, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured.
- B. **General Liability:** The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. **Automobile Liability:** If automotive vehicles are operated by Grantee in Grantee's performance of Grantee's obligations under this agreement, Grantee shall maintain an automobile liability policy

which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better, unless Grantee is self-insured or insured under a Joint Powers Authority, in which case Fiscal Agent will review coverage and indicate in writing if coverage is acceptable. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be canceled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

*"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."*

#### **14. INDEPENDENT CONTRACTORS**

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Grantee understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Grantee assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Grantee shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Grantee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Grantee's employees or independent subcontractors. The Grantee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

#### **15. ASSURANCES**

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA ([k12swpRFAr4.baccc.net](http://k12swpRFAr4.baccc.net)), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

[https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce.](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)

[K12swp.baccc.net](https://www.k12swp.baccc.net)

By signing this Agreement the Grantee certifies that it complies with state and federal requirements for standards of conduct, workers' compensation insurance, participation in grant-funded activities, non-discrimination, accessibility for persons with disabilities, drug-free workplace certification, intellectual property, and debarment and suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

#### **16. FEDERAL, STATE, AND LOCAL TAXES**

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

#### **17. EQUAL OPPORTUNITY/NON-DISCRIMINATION**

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8 regarding discrimination, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

#### **18. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

## **19. WAIVER**

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the Fiscal Agent from enforcing the terms of this Agreement.

## **20. COMPLIANCE WITH APPLICABLE LAWS**

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

## **21. INTELLECTUAL PROPERTY**

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

## **22. ORDER OF PRECEDENCE**

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Process for requesting/approving budget/contract changes as posted on [k12swp.baccc.net](http://k12swp.baccc.net) website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA [k12swpRFAr4.baccc.net](http://k12swpRFAr4.baccc.net) ),
- 4) Certified project plan and budget in NOVA

### **23. NOTICES/CONTACTS**

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

#### **For Fiscal Agent:**

Name of CCD: BACCC % Cabrillo Community College District  
Address: 6500 Soquel Drive  
City, State, Zip: Aptos, CA, 95003

Attention Name: Rock Pfothenhauer  
Title: BACCC Chair  
E-mail: rock@baccc.net  
Telephone: 831-479-6482

#### **For Grantee:**

Name of Lead LEA: Eden Area ROP  
Address: 26316 Hesperian Blvd  
City, State, Zip: Hayward, CA 94545

#### *For project/program related matters:*

Attention Name: Linda Granger  
Title: Superintendent  
E-mail: lgranger@edenrop.org  
Telephone: 510-293-2901

#### *For fiscal related matters:*

Attention Name: Linda Granger  
Title: Superintendent  
E-mail: lgranger@edenrop.org  
Telephone: 510-293-2901

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

## 24. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between Cabrillo Community College District and Eden Area ROP, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

**Cabrillo Community College District**

Alex Strudley

Director, Procurement and General Services

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(signature)

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(date)

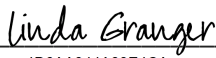
GRANTEE

**Eden Area ROP**

Linda Granger

Superintendent

(signature)

DocuSigned by:  
  
4D6AA944A89E4CA...

3/1/2022

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(date)



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2021-2022 School Year

## **BACKGROUND**

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The Government Accounting Standards Board (GASB) Statement 74 and Statement 75 states that a public agency is required to report as an expense on its financial statements, its liability for cost pertaining to its current and future retired employees' health and other post-retirement benefits (OPEBs) and is permitted to calculate its liability (actuarial valuation) by an alternative measurement method (AMM).

## **CURRENT SITUATION**

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The attached agreement between the Eden Area ROP and the California School Boards Association District Services Corporation (CSBADSC) is to provide a full report with measurement dates of 07/01/2021 – 06/30/2022, to be compliant with GASB reporting for the 2021-2022 school year.

## **CONSENT CALENDAR**

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# **GASB REPORTS Alternative Measurement Method Service Agreement**

This GASB REPORTS Alternative Measurement Method (AMM) Agreement, (“Agreement”), is executed by Eden Area ROP (Public Agency), for the benefit of the California School Boards Association District Services Corporation (“CSBADSC”).

## **RECITALS**

WHEREAS, pursuant to Governmental Accounting Standards Board, Statement 74 (GASB 74) and Statement 75 (GASB 75) Public Agency is required to report as an expense on its financial statements, its liability for costs pertaining to its current and future retired employees' health and other post-employment benefits (OPEBs); and

WHEREAS, Public Agency is permitted pursuant to GASB 74 and GASB 75 to calculate its liability (actuarial valuation) by an alternative measurement method; and

WHEREAS, CSBADSC offers actuarial valuation calculation service (GASB REPORTS AMM service) to public agencies.

NOW THEREFORE, in consideration of CSBADSC providing a GASB AMM report for Public Agency, and for other good and valuable consideration the receipt and sufficiency of which Public Agency hereby acknowledges, Public Agency agrees as follows:

1. That Public Agency will pay CSBADSC a fee of \$2,500 upon completion of the actuarial valuation.
2. That Public Agency will pay CSBADSC an additional fee, at the rate of \$250 per hour or a fraction thereof, if it requests additional technical support related to the actuarial valuation, and the support would require the actuary's expertise.
3. That Public Agency acknowledges that accurate data is critical to calculating a reliable actuarial valuation and that CSBADSC is not liable for an incorrect actuarial valuation that is caused by erroneous data supplied by Public Agency.
4. That Public Agency acknowledges that CSBADSC will not be liable for any indirect, special, consequential, or incidental loss or damage to Public Agency or any other person for the use of or reliance on the Report. If the Report is incorrect, Public Agency shall have the right only to recover up to the limit of the fee it paid for the service.
5. That Public Agency acknowledges that the actuarial valuation may contain CSBADSC's work product and/or proprietary materials intended for Public Agency's use and benefit only, and that Public Agency may not disclose any such material to any third parties

without CSBADSC's prior consent. This shall by no means affect Public Agency's right or responsibility to distribute the actuarial valuation to any of its professional service providers which Public Agency may hold liable under a duty of confidentiality or to any regulatory or government agency when required by law.

6. That this Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.
7. That Public Agency has carefully reviewed this Agreement and has agreed to each of its terms.

IN WITNESS WHEREOF, Public Agency duly executes this Agreement as follows:

Eden Area ROP

\_\_\_\_\_  
(Public Agency)

Signature: \_\_\_\_\_

Name: Anthony Oum

Title: Fiscal Services Administrator

Date: 03/07/2022



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Deborah Maynard for Targeted Support for the 2021-2022 School Year

## **BACKGROUND**

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The Eden Area ROP Educational Services Department is responsible for providing support and outreach to all member districts students, parents, business partners, CTE teachers, case managers, counselors, and administrators. Deborah Maynard will be focusing her support within the Educational Services Department. She is a retired Eden Area ROP employee who has served as both in the classroom and as a teacher on special assignment for the organization prior to her retirement.

## **CURRENT SITUATION**

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Staffing shortages within the Educational Services department have created the need for additional support for the remainder of the school year. Deborah Maynard will work with the Educational Services Department up to three days a week through the remainder of the school year.

The attached is a copy of the agreement between Deborah Maynard and the Eden Area ROP to provide support for the 2021-2022 school year.

## **CONSENT CALENDAR**

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## AGREEMENT FOR SERVICE 2021-2022

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

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

### BACKGROUND:

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

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

### Services Provided

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1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
  - Provide extensive, contextualized one-on-one support to members of Educational Services Department
  - Provide unlimited phone and email contact to address any specific issues or concerns
  - Work directly with students on a one-to-one basis as needed

### Term of Agreement

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2. The term of this Agreement will begin in February and continue through June with the option to continue through August if needed, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

## Performance

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

## Compensation

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4. The service provider will be paid \$90/hour worked not to exceed 21 hours per week. Days worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

## Confidentiality

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

## Non-Competition

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

## Ownership of Materials

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

## Return of Property

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

## Assignment

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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

## Notice

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

## Costs and Legal Expenses

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

## Time of the Essence

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

## Entire Agreement

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

## Limitation of Liability

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

## Indemnification

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

## Inurement

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

## Titles/Headings

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

## Gender

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

## Governing Law

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

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

## Severability

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

## Waiver

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

## Additional Provisions

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

\_\_\_\_\_  
Deborah Maynard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Granger, Superintendent  
Eden Area ROP

\_\_\_\_\_  
Date



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Revised Agreement with Eide Bailly LLP for Auditing Services for the 2021-2022 and 2022-2023 School Years

## **BACKGROUND**

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On May 7, 2020 (Consent Item I), the Governing Board approved a three year contract for auditing services with Eide Bailly LLP. This revised agreement increases their initial fee estimate for two of the three remaining years as outlined under Provisions of Engagement Administration, Timing and Fees section in the original contract stating that "We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate."

## **CURRENT SITUATION**

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The attachment reflects the revised agreement between the Eden Area ROP and Eide Bailly LLP for the 2021-2022 and 2022-2023 school years.

## **CONSENT CALENDAR**

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This agreement made and entered into this 8th of March, 2022, between the Governing Board of the Eden Area Regional Occupational Program, of Alameda County, State of California, hereafter referred to as "EAROP" and Eide Bailly, LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2022 and 2023.

### **Annual Engagement Letter**

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of EAROP as of June 30, 2022 and 2023, and for the years then ended, and the related notes to the financial statements, which collectively comprise EAROP's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the EAROP's Net OPEB Liability and Related Ratios
- Schedule of the EAROP's Proportionate Share of the Net Pension Liability
- Schedule of EAROP's Contributions

Supplementary information other than RSI will accompany EAROP's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Local Education Agency Organization Structure
- Schedule of Average Daily Attendance
- Reconciliation of Annual Financial and Budget Report with Adjusted Financial Statements
- Schedule of Financial Trends and Analysis

### **Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and in accordance with any state or regulatory audit requirements. As part of an audit in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about EAROP's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

## Reporting

We will issue a written report upon completion of our audit of EAROP's basic financial statements. Our report will be addressed to the governing body of EAROP. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on State compliance upon completion of our audit.

## Annual Report – Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Up to 5 bound copies of the audit report may be rendered to EAROP upon request, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

## Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities; For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
5. For the design, implementation, and maintenance of internal control over federal awards;

6. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily

available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Prepare or assist with preparing governmentwide conversion entries based on information provided by you or preparation of the government-wide financial statements.

We will not assume management responsibilities on behalf of EAROP. EAROP's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

EAROP's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

### **Fees and Timing**

Xiupin Guillaume is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on an agreed upon date.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$23,500 for fiscal year 2021-2022 and \$25,850 for fiscal year 2022-2023.

The final installment will represent the 10 percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use EAROP's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

## Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the management and board of directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for EAROP.

**MEDIATION**

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in San Ramon. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

**LIMITED INDEMNITY**

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

**LIMITATION OF LIABILITY**

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

**TIME LIMITATION**

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

**GOVERNING LAW AND VENUE**

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in San Ramon, California.

**ASSIGNMENTS PROHIBITED**

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Xiupin Guillaume, CPA  
Partner

\*\*\*\*\*

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Eden Area Regional Occupational Program by:

DocuSigned by:  
Name:  \_\_\_\_\_  
0E4FFB5A8ECA4AB...

Title: Fiscal Services Administrator

Date: 3/15/2022



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Karen Huff for Targeted Support for the 2021-2022 School Year

## **BACKGROUND**

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The Eden Area ROP Educational Services Department is responsible for providing support and outreach to all member districts students, parents, business partners, CTE teachers, case managers, counselors, and administrators. This support involves the implementation and reporting related to Career Technical Education (CTE) grant programs. Karen Huff is a retired ROP employee who has served as both a teacher and administrator for the organization prior to her retirement.

## **CURRENT SITUATION**

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The Eden Area ROP's current student information system does not provide the capability needed to monitor the requirements of the CTE grant programs in which the Eden Area ROP is the Local Education Agency (LEA). Staff have identified Infinite Campus as the system that will meet the organization's needs. Prior to her retirement, Karen Huff served as the lead administrator in transitioning to the current student information system, Socrates. She will use this experience and knowledge of the Eden Area ROP to coordinate the transition to Infinite Campus.

The attached is a copy of the agreement between Karen Huff and the Eden Area ROP to provide coaching and support for the 2021-2022 school year.

## **CONSENT CALENDAR**

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## AGREEMENT FOR SERVICE 2021-2022

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

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

### BACKGROUND:

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

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

### Services Provided

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1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
  - Provide extensive, contextualized one-on-one support to members of Educational Services Department
  - Provide unlimited phone and email contact to address any specific issues or concerns
  - Provide support in transitioning to a new student information system on behalf of the organization

### Term of Agreement

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2. The term of this Agreement will begin in February and continue through June with the option to continue through August if needed, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

## Performance

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

## Compensation

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4. The service provider will be paid \$5,000 per month. Days worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

## Confidentiality

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

## Non-Competition

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

## Ownership of Materials

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

## Return of Property

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

## Assignment

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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

## Notice

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

## Costs and Legal Expenses

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

## Time of the Essence

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

## Entire Agreement

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

## Limitation of Liability

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

## Indemnification

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

## Inurement

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

## Titles/Headings

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

## Gender

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

## Governing Law

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

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

## Severability

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

## Waiver

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

## Additional Provisions

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

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Karen Huff

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Date

---

Linda Granger, Superintendent  
Eden Area ROP

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Date



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the MOU with Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2022-2023 School Year

## **BACKGROUND**

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The Eden Area ROP contracts with the Alameda County Office of Education Network (ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance thereof.

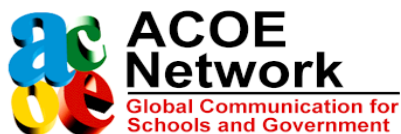
## **CURRENT SITUATION**

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The attached MOU reflects the new agreement between the Eden Area ROP and ACOENet for the 2022-2023 school year.

## **CONSENT CALENDAR**

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## Memorandum of Understanding with Eden ROP for Access Plus Service

**7/1/2022 to 6/30/2023**

This agreement is between Eden Area Regional Occupational Program Center (hereinafter, "Client") and Alameda County Office of Education Network (hereinafter, "ACOENet") for connection service to the statewide K-20 network ("K12 Highspeed Network") and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network ("K12 HSN") and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

1. SERVICES

Services provided by ACOENet are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

2. PAYMENT

In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

The services outlined above shall be provided from 7/1/2022 to 6/30/2023. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

5. ASSIGNABILITY

Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOENet.

6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulations of ACOENet (See Appendix B). Client shall indemnify and hold harmless ACOENet, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from use of ACOENet which may occur to persons or property as a result of its use of ACOENet or permitted by ACOENet, in good faith with due care and without negligence in reliance upon instructions or orders received from Client as to anything arising in connection with this agreement. ACOENet shall be without liability to Client with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if

Contract # 2023035 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2023

done in good faith and without negligence or willful or wanton misconduct. Client agrees to use ACOENet at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOENet services. ACOENet specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOENet be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOENet against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from Client's use of ACOENet.

ACOENet shall indemnify and hold harmless Client, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by Client in good faith with due care and without negligence in reliance upon instructions or orders received from ACOENet as to anything arising in connection with its performance under this agreement. Client shall be without liability to ACOENet with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

The Parties agree that the Laws of the State of California govern this agreement. The Parties agree that the County of Alameda, in which ACOENet and Client are located, shall be the forum for any legal action relating to this agreement and the services provided by ACOENet to Client thereunder.

## 7. PRIVACY

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property of the client. Client district student data will not be used for any commercial gain. Furthermore, any student data residing on ACOENet platforms will be removed within 90 days of the termination of this agreement.

## 8. PENALTIES FOR IMPROPER USES

Any Client violating ACOENet Acceptable Use Policy is subject to loss of network privileges. In addition, pursuant to California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of Section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. All clients are required to adopt, at a minimum, the ACOENet Acceptable Use Policy ("AUP") and are encouraged to create their own.

## 9. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

Contract # 2023035 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2023

<b>Alameda County Office of Education</b> <b>Attn: Information Technology</b> <b>313 West Winton Avenue</b> <b>Hayward, CA 94544</b>	<b>Eden Area ROP</b> <b>Attn: IT Manager</b> <b>26316 Hesperian Blvd</b> <b>Hayward, CA 94545</b>
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10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11. INTERPRETATION/CONSTRUCTION

The headings set forth in this agreement are for convenience only and shall not be used in interpreting this agreement. This agreement has been drafted by both Parties hereto. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this agreement.

12. ENTIRE AGREEMENT

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

13. EXECUTION IN COUNTERPARTS

This agreement may be executed in multiple counterparts by way of facsimile or Adobe pdf format, each of which shall be deemed an original and all of which together shall constitute one agreement.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ACOENet certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement certifies that ACOENet does not appear on the Excluded Parties List (<https://www.sam.gov/>).

15. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this agreement as if fully set forth herein for the purposes of describing the services offered, setting forth the fee schedule, and determining the amount Client must pay for selected services.
2. The AUP outlined in Appendix B is local policy for ACOENet. ACOENet is an official Node Site for the K12 High-speed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 High-speed Network) the K12 HSN AUP supersedes local policies.

Contract # 2023035 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2023

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION: Eden Area ROP and ACOENet

Anthony Oum, Fiscal Services Administrator

Printed name and title



Signature

04/07/2022

Date

Doug D'Amour, Director

Printed name and title



Signature

2/22/22

Date

Contract # 2023035 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2023

# Schedule A

## Schedule of Services

ACOENet reserves the right to refuse service to anyone at any time for violation of this agreement.

Organization: Eden ROP

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus / 250 Mbps		\$12,000.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$12,000.00

Initials:     *h.*         *DD*      
                    ORGANIZATION                    ACOENet

Contract # 2023035 fiscal/calendar

Initial service date: 7/1/2022

Final service date: 6/30/2023

# Appendix A

## ACOENet Access Plus Services List

### Access Plus

ACOENet provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOENet will help match Client's need for service with available funds. ACOENet can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Included:

- Secure, monitored and managed K12 HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the ACOE Network Operations Center (NOC)
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Primary or secondary domain name hosting service
- Network monitoring from the ACOE NOC to the Client border router
- Coordination of circuit support between the local carrier and Client's IT personnel
- Bandwidth usage reports for districts
- Assistance with circuit selection and provisioning
- Firewall Service

### ACOENet Access Plus Fees

Port Speed	Annual Cost
100 Mbps	\$8,900
250 Mbps	\$12,000
500 Mbps	\$15,400 <sup>1</sup> /\$19,650 <sup>2</sup>
1 Gbps	\$18,500 <sup>1</sup> /\$24,500 <sup>2</sup>
2 Gbps	\$32,450 <sup>1</sup> /\$39,450 <sup>2</sup>

<sup>1</sup> Point to point network connection

<sup>2</sup> Cloud based network connection

The pricing contained in this agreement is contingent upon the full funding of the K12 HSN in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes its pricing schedule.

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Initial service date: 7/1/2022

Final service date: 6/30/2023

# Appendix B

## Acceptable Use Policy

### General Acceptable Use:

### Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

### Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.

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- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

#### **Unacceptable Uses:**

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOENet, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOENet to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.

# INFORMATION ITEMS

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**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** ROP Pathway Review: Entrepreneurship/Self Employment and Marketing

## **BACKGROUND**

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

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

## **CURRENT SITUATION**

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The Entrepreneurship/Self Employment pathway will help students develop knowledge and skills common to entrepreneurs and entrepreneurship, including the human characteristics vital for entrepreneurial thinking in a twenty-first-century global world. Entrepreneurial thinking may be applied to all industry sectors. The performance indicators provide business knowledge and skills required for entrepreneurs, as well as intangible skills and knowledge such as creativity and innovation skills.

The Marketing pathway will help students use both creative and systems processes, develop marketing concepts and principles and their practical application in marketing and management. Subject matter includes market research, economics, marketing budgets, creative development and design, and marketing foundations/functions with emphasis on public relations, advertising, branding, promotion, product/service management, pricing and distribution. Specialized programs of study in this field may include sports marketing, hospitality marketing, advertising or market research

The attached pathway review is for the following program(s): Entrepreneurship IP/IIP and Marketing Economics.

## **RECOMMENDATION**

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Information only

# Criteria for Course Approval and Expansion Annual Review

For Class offerings 2020-2021 School Year

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>Hayward, Mt. Eden, San Leandro, Tennyson</b>									
<b>PATHWAY:</b>		Entrepreneurship/Self Employment		<b>INSTRUCTORS:</b>		Charles, Lee-Tatum, Jagroop, Bradford									
Course Name		Enrollment as of 20-21 Year to Date		Enrollment as of 19-20 Year to Date		Enrollment as of 18-19 Year to Date									
Entrepreneurship IP		N/A		389		319									
Entrepreneurship IIP		N/A		22		9									
<b>Comments:</b> <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO </li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>															
<b>Text Book:</b> Business economics & Entrepreneurship II						<b>Edition:</b> N/A									
<b>NO.</b>	<b>YES</b>	<b>NO</b>													
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news. <table border="1"> <tr> <td><b>CLASS SCHEDULE:</b> AM/PM</td> <td><b>SECTIONS PER YEAR:</b></td> <td><b>MINS PER SECTION:</b></td> <td><b>EXPECTED MINIMUM STUDENTS PER SECTION:</b></td> </tr> <tr> <td>Varies (Site)</td> <td>Varies</td> <td>60-90 Min</td> <td>25+</td> </tr> </table>					<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	Varies (Site)	Varies	60-90 Min	25+
<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>												
Varies (Site)	Varies	60-90 Min	25+												
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.												
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.												
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.												
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.												
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.												
7.	X		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.												
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work-based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)												
9.	X		<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)												
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.												
11.	X		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.												
<b>OTHER CONSIDERATIONS:</b>															
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification											
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership											
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -											
<b>COMPLIANCE CATEGORIES</b>															
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.									
						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>									

# Criteria for Course Approval and Expansion Annual Review

For Class offerings 2020-2021 School Year

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>Arroyo, Castro Valley, San Leandro</b>									
<b>PATHWAY:</b>		Marketing		<b>INSTRUCTORS:</b>		Charlton, Thompson, Jagroop									
Course Name		Enrollment as of 20-21 Year to Date		Enrollment as of 19-20 Year to Date		Enrollment as of 18-19 Year to Date									
Marketing Economics IP		N/A		99		46									
Marketing Oper		N/A		64		84									
<b>Comments:</b> <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO </li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>															
<b>Text Book:</b> Fulphil						<b>Edition:</b> N/A									
<b>NO.</b>	<b>YES</b>	<b>NO</b>													
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news. <table border="1"> <tr> <td><b>CLASS SCHEDULE:</b> AM/PM</td> <td><b>SECTIONS PER YEAR:</b></td> <td><b>MINS PER SECTION:</b></td> <td><b>EXPECTED MINIMUM STUDENTS PER SECTION:</b></td> </tr> <tr> <td>Varies (Site)</td> <td>Varies</td> <td>60-90 Min</td> <td>25+</td> </tr> </table>					<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	Varies (Site)	Varies	60-90 Min	25+
<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>												
Varies (Site)	Varies	60-90 Min	25+												
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.												
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.												
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.												
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.												
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.												
7.	X		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.												
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work-based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)												
9.	X		<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)												
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.												
11.	X		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.												
<b>OTHER CONSIDERATIONS:</b>															
<input checked="" type="checkbox"/> A-G Credit for UC <input checked="" type="checkbox"/> Community College Articulation <input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> State and National Licensing or Certification <input checked="" type="checkbox"/> Strong Business or Industry Partnership <input type="checkbox"/> Emerging Technologies -											
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						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>									

**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Career Counselor Report

## **BACKGROUND**

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The goal of the career counselor is to provide support to the students of the Eden Area ROP through a variety of services. The career counselor serves as a liaison with home high school counselors and case managers to ensure students are receiving the necessary support. The career counselor provides students with social and emotional as well as college and career counseling. In alignment with the mission of the Eden Area ROP, the career counselor supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in SOAR Early Decision program and the CACC (Chabot Area Counselor Collaboration).

## **CURRENT SITUATION**

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The career counselor will provide an update on the Eden Area ROP efforts to provide support and career guidance to students and our efforts to work collaboratively with partner districts.

## **RECOMMENDATION**

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Information only

# ACTION ITEMS

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**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies and Administrative Regulations

## **BACKGROUND**

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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.

## **CURRENT SITUATION**

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The board policies and administrative regulations listed below have been updated based on the feedback and discussion at the March 3, 2022 Governing Board meeting.

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

<b>NUMBER</b>	<b>TYPE</b>	<b>TITLE</b>	<b>STATUS</b>
1312.3	Policy	Uniform Complaint Procedures	Replace
1312.3	Regulation	Uniform Complaint Procedures	Replace
3515.6	Regulation	Criminal Background Checks for Contractors	Replace
5125	Regulation	Student Records	Replace
5145.3	Regulation	Nondiscrimination/Harassment	Replace
6112	Policy	School Day	Replace
6143	Policy	Courses Of Study	Replace
9320	Policy	Meetings And Notices	Replace

## **RECOMMENDATION**

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

**Policy 1312.3: Uniform Complaint Procedures**

**Status:** DRAFT

**Original Adopted Date:** 03/05/2020 | **Last Revised Date:** 11/04/2021 | **Last Reviewed Date:** 11/04/2021

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)
5. Educational and graduation requirements for students in foster care, homeless students, students from military families, and students formerly in a juvenile court school, (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 Superintendent of Public Instruction 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 district's UCP.

The Superintendent or designee shall provide training to district 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 district 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 AR 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 AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
  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 district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 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 AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)
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**Regulation 1312.3: Uniform Complaint Procedures**

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 11/04/2021 | Last Reviewed Date: 11/04/2021

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 AR 5145.3 -

Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying and in AR 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

(cf. 3260-Fees and Charges)

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, homeless students, children of military families, and former juvenile court school students now enrolled in the Eden Area ROP, 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 web site.

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**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into 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. (5 CCR 4631)

Within 60 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, and 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, and 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, and 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](http://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)

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**Regulation 3515.6: Criminal Background Checks For Contractors**

**Status:** DRAFT

**Original Adopted Date:** 03/05/2020

Except in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable, any entity contracting with the Eden Area Regional Occupational Program (Eden Area ROP) for services that may require the entity's employees to interact with students, outside of the immediate supervision and control of parents/guardians or school staff, shall certify to the Eden Area ROP that each of its employees who may interact with students has a valid criminal records summary as described in Education Code 44237 and that neither the entity nor any of those employees has been convicted of a violent or serious felony as defined in Education Code 45122.1. Such contracting entity shall also be required to immediately provide the district with any subsequent arrest and conviction information received pursuant to the subsequent arrest service. (Education Code 44327, 45125.1)

On a case-by-case basis, the Superintendent or designee may require any entity with which the Eden Area ROP has a contract to comply with these same requirements. (Education Code 45125.1)

For an individual who is operating as the sole proprietor of an entity, the Superintendent or designee shall treat the individual as an employee of the entity and shall prepare and submit the individual's fingerprints to the Department of Justice (DOJ). (Education Code 45125.1)

Any contracting entity's employee who has been convicted of a violent or serious felony, as defined in Education Code 45122.1, shall not be permitted to interact with students unless a certificate of rehabilitation and pardon pursuant to Penal Code 4852.01-4852.22 has been submitted to the Superintendent or designee. (Education Code 45125.1)

The Superintendent or designee may determine that criminal background checks will not be required if the contract is for the construction, reconstruction, rehabilitation, or repair of a school facility and the contracting entity is providing services in an emergency or exceptional situation, or the Eden Area ROP uses one or more of the following methods to ensure student safety:

1. The installation of a physical barrier at the worksite to limit contact with students
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom DOJ has ascertained has not been convicted of a violent or serious felony
3. Surveillance of employees of the entity by school personnel

The Superintendent or designee may take appropriate steps to protect the safety of any students who may come in

contact with employee's of contracting entities, including, but not limited to, ensuring that the employee's of such entities perform during nonschool hours, do not work alone when students are present, have limited access to school grounds, are provided with a visible means of identification, and/or that there are regular patrols or supervision of the site from district security or personnel.

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**Regulation 5125: Student Records**

**Status:** DRAFT

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

**Definitions**

Student means any individual who is or has been in attendance at the Eden Area Regional Occupational Program (Eden Area ROP) and regarding whom the Eden Area ROP maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the Eden Area ROP that are directly related to an identifiable student and maintained by the Eden Area ROP, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the Eden Area ROP. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; ; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the Eden Area ROP, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the Eden Area ROP after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name

2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the Eden Area ROP reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the Eden Area ROP, whether routine or as a result of special circumstances, require access to information contained in student records.

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the Eden Area ROP, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Contractor or consultant is anyone with a formal written agreement or contract with the Eden Area ROP regarding the provision of services or functions outsourced to by the Eden Area ROP. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the Eden Area ROP and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

### **Persons Granted Absolute Access**

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of high school students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

### **Access for Limited Purpose/Legitimate Educational Interest**

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076)

3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)

4. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the Eden Area ROP may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

5. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

6. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)

7. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

8. Any Eden Area ROP attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

9. An Eden Area ROP attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

10. Any probation officer, Eden Area ROP attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

11. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

12. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the Eden Area ROP (Education Code 49069.3)

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6173.1 - Education for Foster Youth)

13. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

14. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

15. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

16. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the Eden Area ROP provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

17. Designated peace officers or law enforcement agencies in cases where the Eden Area ROP is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the Eden Area ROP, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the Eden Area ROP, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

### **Discretionary Access**

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)

3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)

a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.

b. The information is destroyed when no longer needed for the purposes for which the study is conducted.

c. The Eden Area ROP enters into a written agreement with the organization that complies with 34 CFR 99.31.

4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract with the Eden Area ROP, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

### **De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

### **Process for Providing Access to Records**

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the Eden Area ROP discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The Eden Area ROP's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the Eden Area ROP shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

### **Access Log**

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining Eden Area ROP-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest
6. Law enforcement personnel seeking to enforce immigration laws

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

### **Duplication of Student Records**

To provide copies of any student record, the Eden Area ROP may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

### **Changes to Student Records**

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No additions or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with the process specified in AR 5125.3 - Challenging Student Records. (Education Code 49070)

(cf. 5125.3 - Challenging Student Records)

### **Retention and Destruction of Student Records**

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date  
(cf. 5111 - Admission)
3. Sex of student
4. Name and address of parent/guardian of minor student
  - a. Address of minor student if different from the above
  - b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

2. A log identifying persons or organizations who request or receive information from the student record

3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or prohibition of student participation in specific programs

10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings

2. Standardized test results older than three years

3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns

5. All disciplinary notices

6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

#### **Notification of Parents/Guardians**

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the Eden Area ROP speak a single primary language other than English, then the Eden Area ROP shall provide these notices in that language. Otherwise, the Eden Area ROP shall provide these notices in the student's home language insofar as practicable. The Eden Area ROP shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the Eden Area ROP and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. Eden Area ROP criteria for defining school officials and employees and for determining legitimate educational interest
5. Eden Area ROP policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the Eden Area ROP to comply with 20 USC 1232g

13. A statement that the Eden Area ROP forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

### **Student Records from Social Media**

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the Eden Area ROP obtained from the student's social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the Eden Area ROP, whichever occurs first

4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980

5. If the Eden Area ROP contracts with a third party to gather information on a student from social media, ensure that the contract:

a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the Eden Area ROP, the student, or the student's parent/guardian

b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the Eden Area ROP notifies the third party that the student has turned 18 years of age or is no longer enrolled in the Eden Area ROP, whichever occurs first

### **Updating Name and/or Gender of Former Students**

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the Eden Area ROP shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and AR 5125.3 - Challenging Student Records. (Education Code 49062.5)

**Regulation 5145.3: Nondiscrimination/Harassment**

**Status:** DRAFT

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

The Eden Area Regional Occupational Program (Eden Area ROP) designates the individual(s) identified below as the employee(s) responsible for coordinating the Eden Area ROP's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the Eden Area ROP's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, 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, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Director of Educational Services

(title or position)

26316 Hesperian Blvd, Hayward, CA 94545

(address)

(510) 293-2903

(telephone number)

(email)

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at school or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the Eden Area ROP's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through Eden Area ROP-supported communications
2. Post the Eden Area ROP's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the Eden Area ROP's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the Eden Area ROP's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
4. Post in a prominent location on the Eden Area ROP web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
  - a. The name and contact information of the Eden Area ROP's Title IX Coordinator, including the phone number and email address
  - b. The rights of students and the public and the responsibilities of the Eden Area ROP under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
  - c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

- i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
    - ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
    - iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
  - d. A link to the Title IX information included on the California Department of Education's (CDE) web site
5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the Eden Area ROP's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)
  6. Provide to students a handbook that contains age-appropriate information that clearly describes the Eden Area ROP's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.
  7. Annually notify all students and parents/guardians of the Eden Area ROP's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the Eden Area ROP's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the Eden Area ROP will address any individual student's interests and concerns in private.
  8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the Eden Area ROP's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.
- If 15 percent or more of students enrolled speak a single primary language other than English, the Eden Area ROP's policy, regulation, forms, and notices concerning nondiscrimination 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 information for parents/guardians with limited English proficiency.
9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the Eden Area ROP's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the Eden Area ROP may use to provide a discrimination-free environment for all Eden Area ROP students.
  10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
  11. At the beginning of each school year, inform each principal or designee of the Eden Area ROP's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

#### **Enforcement of Eden Area ROP Policy**

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the Eden Area ROP's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment
5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of Eden Area ROP policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

### **Process for Initiating and Responding to Complaints**

Students who feel that they have been subjected to unlawful discrimination described above or in Eden Area ROP policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

### **Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students**

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Intersex student means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether or not the student identifies as transgender, was born with intersex traits, uses

gender-neutral pronouns, or uses a gender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The Eden Area ROP prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the Eden Area ROP and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity
2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to the student's gender identity
4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The Eden Area ROP's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against intersex, nonbinary, transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the Eden Area ROP of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's gender identity, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that intersex, nonbinary, transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the Eden Area ROP shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's intersex, nonbinary, transgender or gender-nonconforming status is the student's private information. The Eden Area ROP shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record. The Eden Area ROP shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the Eden Area ROP has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the Eden Area ROP shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the Eden Area ROP pursuant to 34 CFR 99.31. Any Eden Area ROP employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to an Eden Area ROP employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the Eden Area ROP's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the

employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's intersex, nonbinary, transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The Eden Area ROP shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless Eden Area ROP personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the intersex, nonbinary, transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the Eden Area ROP maintains sex-segregated facilities, such as restrooms, students shall be permitted to access facilities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the Eden Area ROP shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door. However, the Eden Area ROP shall not require a student to utilize these options because the student is intersex, nonbinary, transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.
5. **Student Records:** Upon each student's enrollment, the Eden Area ROP is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name.

A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061)

However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. **Names and Pronouns:** If a student so chooses, Eden Area ROP personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official Eden Area ROP record. However, inadvertent slips or honest mistakes by Eden Area ROP personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying Eden Area ROP policy.
7. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

**Policy 6112: School Day**

**Status:** DRAFT

**Original Adopted Date:** 06/05/2020

The Governing Board shall fix the length of the school day in accordance the law. (Education Code 46100)

(cf. 6111 - School Calendar)

At each shool, the length of the school day shall be the same for all students, except as otherwise permitted by law. For any student with a disability, the length of the school day shall be as specified in the student's individualized education program or Section 504 plan.

(cf. 6158-Independent Study)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

In establishing the daily instructional schedule, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

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**Policy 6143: Courses Of Study**

**Status:** DRAFT

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

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.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

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, 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)

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**Bylaw 9320: Meetings And Notices**

**Status:** DRAFT

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

Meetings of the Governing Board are conducted for the purpose of accomplishing Eden Area Regional Occupational Program (Eden Area ROP) business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or Eden Area ROP. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or Eden Area ROP official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or Eden Area ROP official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

**Regular Meetings**

The Board shall hold 1 regular meeting(s) each month. Regular meetings shall be held at 5:45 p.m. on the first Thursday (day) at the Eden Area ROP Governing Board Room.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the Eden Area ROP's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

**Special Meetings**

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the Eden Area ROP's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration.

(Government Code 54954.3)

### **Emergency Meetings**

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

### **Adjourned/Continued Meetings**

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

### **Study Sessions, Retreats, Public Forums, and Discussion Meetings**

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within Eden Area ROP boundaries. Action items shall not be included on the agenda for these meetings.

### **Other Gatherings**

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific Eden Area ROP business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the Eden Area ROP to address a topic of local community concern
3. An open and noticed meeting of another body of the Eden Area ROP
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

### **Location of Meetings**

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within Eden Area ROP boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the Eden Area ROP is a party
2. Inspect real or personal property which cannot conveniently be brought into the Eden Area ROP, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the Eden Area ROP has no meeting facility within its boundaries or if its principal office is located outside the Eden Area ROP
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the Eden Area ROP over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the Eden Area ROP but located outside the Eden Area ROP, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the Eden Area ROP's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another Eden Area ROP regarding the Board's potential employment of an applicant for Superintendent of the Eden Area ROP
10. Interview a potential employee from another Eden Area ROP

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

## **Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within Eden Area ROP boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

## **Teleconferencing During a Proclaimed State of Emergency**

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within Eden Area ROP boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option. Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.
3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the Eden Area ROP from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

(cf. 9323.2 - Actions by the Board)

The Eden Area ROP may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953) The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
  2. State or local officials continue to impose or recommend measures to promote social distancing
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**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Adoption of Resolution 12 21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period April 8, 2022 through May 8, 2022

## **BACKGROUND**

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

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

## **CURRENT SITUATION**

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Public Schools in California are currently operating under mandates to maximize distancing as well as implement other safety measures to minimize the spread of COVID-19. Hosting an in-person meeting at this time would present imminent risks to the health and safety of attendees. Approving Resolution 12 21/22 would enable the Eden Area ROP to hold virtual Governing Board meetings.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the Adoption of Resolution 12 21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period April 8, 2022 through May 8, 2022.

# EdenAreaROP

## RESOLUTION NO. 12-21/22

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Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period April 8, 2022 through May 8, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect April 8, 2022, and shall be effective until the earlier of (i) May 8, 2022, or such time the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Eden Area ROP may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 7<sup>th</sup> day of April 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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



**DATE:** April 7, 2022  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Revised Job Description (Superintendent)

## **BACKGROUND**

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Job Descriptions for all positions are maintained by the Human Resources Administrator. To ensure that the positions remain current, job descriptions are periodically reviewed and updated, if needed. The superintendent job description was last updated in 2011.

## **CURRENT SITUATION**

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At the March 3, 2022 Governing Board meeting, the Trustees directed the Superintendent to begin preparations for a successor Superintendent. As part of this process, the Superintendent job description has been updated based on the current responsibilities of the position.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the revised job description (Superintendent).

## JOB DESCRIPTION

### EAROP 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.

<b>Job Title:</b>	<b>Superintendent</b>	<b>Reports to:</b>	<b>Governing Board</b>
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### Job Purpose:

Serve as Chief Executive Officer for the Board of Trustees; plan, organize, manage and lead the implementation of Eden Area ROP's plans, policies, programs and services; direct a variety of administrative operations and activities; oversee alignment of ROP administrative functions, processes and special projects between multiple divisions; plan, direct, implement, and achieve ROP strategic goals and objectives related to the organizational mission; supervise and evaluate the performance of assigned personnel, provide information and support to Board regarding operational, programmatic and organizational issues and concerns; and serve as liaison between the community and the ROP.

### Duties and Responsibilities:

- Serve as the chief executive officer of EAROP.
- Plan, organize, manage and lead the implementation of ROP's education and operational plans, policies, programs, activities and services.
- Ensure the communication and interpretation of Board decisions and requests to staff.
- Oversee alignment of ROP administrative functions, processes and special projects between multiple divisions.
- Plan, direct, implement, and achieve ROP strategic goals and objectives related to the ROP mission.
- Act as a liaison for communication between the Board and all employees; serve as secretary to the Board; serve as advisor to the Board in all matters pertaining to the ROP.
- Assist the Board in setting annual goals and modifying ROP programs, functions, policies and procedures to meet local, State and Federal requirements.
- Establish and prepare meeting agendas; present items for consideration to the Board and respond to inquiries from the Board.
- Direct the assignment and transfer of all employees with the Board's approval and within the limits of the State law.
- Work with key administrators in partner school districts.
- Serve as liaison with county, state and federal agencies.
- Facilitate, coordinate and support ROP senior management in fulfilling their division and the organizational goals.
- Coordinate and prioritize work of various divisions to ensure successful implementation of the goals and objectives of the ROP for programs, utilization of resources, strategic goal setting, and planning process and reporting progress.
- Supervise the work of assigned personnel; recommend transfers, suspensions, reassignment, termination and disciplinary actions within prescribed policies and procedures; recommend policy and program decisions to the Board and develop administrative rules and procedures to implement Board adopted policy and decisions.
- Represent ROP at meetings, conferences and public events; conduct presentations and speak to groups and audiences regarding ROP activities and operations; serve on committees and represent the Board as needed; attend and conduct a variety of meetings as assigned.
- Plan, direct and manage all activities related to budget and fiscal matters
- Coordinate the preparation, submission and follow-up of applications and required reports for state and federal funds.
- Respond to staff and community regarding questions or problems about ROP operations.
- Motivate and provide guidance to administrative staff members; build and foster relationships with stakeholders.
- Effectively present information to the Board, staff, students, participating schools, districts, ROP personnel and the public.
- Direct the necessary research to ensure adequate data are available to evaluate programs.
- Identify and oversee the application and administration of additional funding opportunities aligned to the mission of Eden Area ROP.
- Administer and manage contracts.
- Oversee facility improvements and renovations and negotiate facility lease agreements.
- Perform such other duties as are ordinarily expected by the Education Code and Board policies.

## JOB DESCRIPTION

<b>Job Location:</b>	Hayward Center	<b>Department:</b>	Administration
<b>Employment Type:</b>	Full-time	<b>Employment Category:</b>	Certificated Management
<b>Work Year:</b>	220 workdays	<b>Days/Hours:</b>	Monday-Friday 7:30 am-4:00 pm
<b>Salary Schedule Placement:</b>	Contract	<b>Annual Salary:</b>	Based on experience and education
<b>Annual Benefits:</b>	<ul style="list-style-type: none"> <li>\$11,621</li> <li>Educational Stipend</li> </ul>	<b>Governing Board Approved:</b>	<b>Pending</b>

### Skills:

#### Knowledge of:

- Laws, regulations and policies applicable to ROP operations.
- Planning, organization and direction for a variety of operations involved in the administration of day-to-day tasks, objectives and activities of the ROP.
- Principles, practices and procedures involved in the development and implementation of ROP activities, programs, plans, projects, standards, services, strategies, goals and objectives.
- Collaborative leadership principles and practices.
- Planning, organizing and directing of student service functions and operations.
- Local, State and Federal standards and requirements governing ROP operations and activities.
- Principles and practices of administration, supervision and training.
- Budget development, control and management processes.
- Contract development and management processes.
- Standards, requirements, practices and procedures involved in the preparation and development of agendas for administrative meetings.
- Organization and implementation of Board-generated directives and Cabinet-generated tasks.
- Operation of a computer and assigned software.
- Public relations, speaking, and presentation techniques.
- Current trends, strategies and practices in the field of career preparation and career technical education.
- Human relations strategies, conflict resolution strategies and team-building principles and techniques.
- Anti-racist practices, policies and procedures that support the success of all students.
- The structure of the communities and the dynamics of diverse urban communities.

#### Abilities:

- Perform duties with awareness of ROP requirements and Board policies.
- Plan, organize, control and direct a variety of operations and activities of the ROP.
- Prepare, develop and analyze Board and Cabinet agendas to address the educational and operational needs of the ROP.
- Direct the planning, development and implementation of ROP policies, procedures, programs, goals, objectives, plans, strategies and services.
- Supervise and evaluate the performance of assigned personnel.
- Identify, define and explain policy issues, service programs and community concerns related to the functions and operations of the Superintendent's Office.
- Interpret, apply and explain laws, codes, regulations, policies, procedures and develop implementation plans.
- Engage in courageous conversations about race.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and time lines.
- Prepare and deliver oral presentations.
- Work independently with little direction.
- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.
- Manage the financial affairs of the ROP in cooperation with the management team.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.
- Establish and maintain cooperative and effective working relationships with others.

## JOB DESCRIPTION

- Define problems, collect data, establish facts and draw valid conclusions.
- Communicate effectively and persuasively with the Governing Board, district superintendents, advisory and community groups, staff and others
- Understand, interpret and apply complex concepts and information
- Exercise integrity in difficult decision-making situations

### Training and Experience:

- Five years of progressively responsible experience in a public-school environment
- Master's degree in education, educational administration or a related field.

### Credential Required:

California State Administrative Credential or Supervision and Coordination Credential

### Education:

Master's degree

### Additional Requirements:

Basic Driver's License

### Terms of Employment :

Year to year based on annual evaluation by the Governing Board.

## JOB DESCRIPTION

### EAROP MISSION STATEMENT

The mission of the Eden Area Regional Occupational Program is to prepare students for careers and further education as well as to instill workplace skills and ethics that enable them to compete successfully in the economy of today and the future.

<b>Job Title:</b>	<b>Superintendent</b>	<b>Reports to:</b>	<b>Governing Board</b>
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#### Job Purpose:

Acts as Chief Administrative Officer in planning, directing, and managing all activities related to the ROP. Supervises and manages all fiscal matters including the annual budget and audit.

#### Duties and Responsibilities:

- Act as Chief Administrative Officer
- Implement rules and regulations as needed to operate the organization
- Report to Governing Board on all aspects of operations of the ROP
- Serve as secretary to the Governing Board
- Direct the development of policies required for operation of the ROP for recommendation to the Governing Board
- Plan, direct and manage all activities related to budget and fiscal matters
- Coordinate the preparation, submission and follow-up of applications and required reports for state and federal funds
- Coordinates the recruitment, selection and evaluation of all personnel accountable to the Governing Board
- Evaluate and monitors all programs to assure compliance with ROP policies and other legal requirements
- Plan and coordinate the development and operation of all ROP programs
- Manage the financial affairs of the ROP in cooperation with the management team
- Coordinate in-service training activities of ROP and related personnel
- Serve as liaison with county, state and federal agencies
- Coordinate the administrative relations between the participating districts in the ROP
- Interpret and implement ROP policies and state laws related to career technical education
- Work with various community agencies in development agreements for services and programs
- Direct the apprenticeship program
- Responsible for the supervision and evaluation of staff employed by the agency
- Oversee facility improvements and renovations and negotiate facility lease agreement
- Administer and manage all contracts
- Evening supervisor
- Other duties as assigned by Governing Board

<b>Job Location:</b>	Hayward Center	<b>Department:</b>	Administration
<b>Employment Type:</b>	Full-time	<b>Employment Category:</b>	Certificated Management
<b>Work Year:</b>	260 work days	<b>Days/Hours:</b>	Monday-Friday 7:30 am-4:00 pm
<b>Salary Schedule Placement:</b>	Contract	<b>Annual Salary:</b>	Based on experience and education
<b>Annual Benefits:</b>	<ul style="list-style-type: none"> <li>• \$3,000</li> <li>• TSA</li> <li>• Educational Stipend</li> </ul>	<b>Governing Board Approved:</b>	September 1, 2011

#### Skills:

##### Knowledge of:

- Modern management theory and practice
- The organization, finance and legal framework controlling ROP's

## JOB DESCRIPTION

- Principles and practices of career technical education
- Finance as applicable to California school districts
- Systems of management and problem solving
- Principles and practices of long and short-range planning
- High school organization
- Personnel administration and curriculum
- The structure of the community and the dynamics of a diverse urban community
- Group dynamics and School Board interaction

### Abilities:

- Provide sound advice and guidance to the Governing Board and other constituent groups
- Apply principles of collaborative management
- Plan effectively for and facilitate change within the ROP
- Communicate effectively and persuasively with the Governing Board, district superintendents, advisory and community groups, staff and others
- Understand, interpret and apply complex concepts and information
- Motivate staff toward greater achievement
- Deal effectively with situations of conflicting interests and viewpoints
- Have confidence in and support recommendations that represent thorough research and analysis
- Exercise integrity in difficult decision-making situations
- Delegate responsibility and establish sound methods of accountability and tracking
- Gain consensus from divergent viewpoints

### Training and Experience:

- Five years progressively responsible experience in a public school environment
- Bachelor's degree
- Possession of a California State Education Administrative Credential

<b>Credential Required:</b>	California State Administrative Credential or Supervision and Coordination Credential		
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<b>Education:</b>	Bachelor's degree	<b>Additional Requirements:</b>	Basic Driver's License
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### Terms of Employment :

Year to year based on successful annual evaluation by the Governing Board.