



GOVERNING BOARD MEETING AGENDA

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

Thursday, October 7, 2021
5:45 pm

GOVERNING BOARD MEMBERS

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

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board
Date: Thursday, October 7, 2021
Time: 5:45 p.m.

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

In compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Eden Area ROP Governing Board will be conducting meetings virtually until further notice. This means there will be no specific physical meeting place; the meeting will be held remotely. However, public participation continues to be welcomed and encouraged.

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://us02web.zoom.us/j/84497524976?pwd=Z3grS2oweVdTemZscldlcjIIMNHNUdz09> to at the noticed meeting time.
Meeting ID: **844 9752 4976**
Passcode: **BdMtg50**

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 **844 9752 4976**, then press "#". Passcode: **7497924**

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

Public Comment Instructions:

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

AGENDA

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

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

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

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Approval of Agenda

VI. Action Items

- A. Request the Governing Board to approve the Adoption of Resolution 4 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 October 7, 2021 through November 6, 2021 (page 4-7)

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

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

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

Public Comment Instructions:

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

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

VIII. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 8)

IX. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of September 2, 2021 (pages 9-12)
- B. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of September 20, 2021 (pages 13-14)
- C. Request the Governing Board to approve the Bill Warrants (pages 15-22)

- D. Request the Governing Board to approve the Personnel Action Items (pages 23-24)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 25-26)
- F. Request the Governing Board to approve the Agreement with the Alameda County Workforce Development Board, Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services for the 2021-2025 School Year (pages 27-96)
- G. Request the Governing Board to approve the MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide the Foundations in Dental Assisting Course for the 2021-2022 School Year (pages 97-100)

X. Information Items

- A. ROP Pathway Review-Patient Care (pages 101-102)
- B. ROP Pathway Review-Health Care Administrative Services (pages 103-104)
- C. Back to School Night (page 105)
- D. WASC Self Study Action Plan Update (pages 106-116)
- E. First Reading of Governing Board Policies, Administrative Regulations and Exhibit (pages 117-153)

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)

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)

XV. Adjournment

ACTION ITEMS

DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 4 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 October 7, 2021 through November 6, 2021

BACKGROUND

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

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

CURRENT SITUATION

Public Schools in California are currently operating under mandates to maximize distancing as well as implement other safety measures to minimize the spread of COVID-19. Hosting an in-person meeting at this time would present imminent risks to the health and safety of attendees. Approving Resolution 4 21/22 would enable the Eden Area ROP to hold virtual Governing Board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 4 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 October 7, 2021 through November 6, 2021

EdenAreaROP

RESOLUTION NO. 4-21/22

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 October 7, 2021 through November 6, 2021

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 October 7, 2021, and shall be effective until the earlier of (i) November 6, 2021, 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 7th day of October 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

STUDENT OF THE MONTH



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

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

CURRENT SITUATION

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

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

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Jasmine Pomsouvanh	Mt. Eden High School	Sports Medicine II P	Mikel Jackson
Anousheh Estrada	San Leandro High School	Medical Careers II P	Angelica Peters
Keira Shaw	San Leandro High School	Medical Careers I P	Alysa Machado
Karen Chen	Castro Valley High School	Medical Careers I P	Heather Bystrom

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board September 2, 2021

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Thursday, September 2, 2021. 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, Board President	San Lorenzo USD
Dot Theodore, Vice-President	Castro Valley USD
Gabriel Chaparro, Member	Hayward USD
James Aguilar, Member	San Leandro USD

Superintendent: Linda Granger, present

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP mission statement.

V. Approval of Agenda

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

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

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

None

VII. Consent Calendar

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

A. Minutes of the Regular Governing Board Meeting of August 5, 2021

- B. Bill Warrants
- C. Personnel Action Items
- D. Listed Donations- Oracle Corporation
- E. Superintendent's Goals for the 2021-2022 School Year
- F. MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2021-2022 School Year
- G. MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods Program for the 2021-2022 School Year
- H. MOU with the Northern California Elevator Industry Joint Apprenticeship and Training Committee for Apprenticeship Training for the 2021-2022 School Year

Trustee Dot Theodore seconded the motion.

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

VIII. Information Items

A. Opening of School for the 2021-2022 School Year

Manuschka Michaud, Principal, reported on the opening of school. Ms. Michaud shared that the 2021-2022 center enrollment was projected at 599 students and currently enrolled are 567 students. She compared the 3 previous school years enrollment numbers which were 749, 746 and 691, respectively. She noted that the decline in enrollment was due to two factors: declining enrollment across our feeder high schools and students missing core content credits needed to graduate.

Ms. Michaud discussed the methods being used to increase enrollment at the Center that included calling home, working on qualifying programs for honors credit, increasing articulations, promoting at the feeder schools' back to school nights and applying for grants for funding of credit recovery instructors.

B. Eden Area ROP Service Awards

Linda Granger, Superintendent, highlighted the employees that were recognized and honored for their commitment and service to the Eden Area ROP. She shared that annually service awards are presented to staff for their years of experience and dedication to the organization. Staff was recognized at the virtual staff development day held on August 10, 2021. Service awards were given to Frank Adamo (5 years), Diana Lopez (5 years), Kathrina Miranda (5 years), Michael O'Connell (5 years), Heather Bystrom (15 years), Annette Senter (15 years), Jennifer Aguilar (20 years) and Francisco De Leon (25 years).

IX. Action Items

A. Request the Governing Board to approve the Fiscal Year 2020-2021 Unaudited Actuals Income and Expenditure Report

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar the Governing Board approved the fiscal year 2020-2021 Unaudited Actuals Income and Expenditure Report.

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

B. Request the Governing Board to approve the Contract with San Jose Charters for Student Transportation Services for the 2021-2022 School Year

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gabriel Chaparro the Governing Board approved the contract with San Jose Charters for student transportation services for the 2021-2022 school year.

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

X. Superintendent's Report

Superintendent Granger discussed with the Board that the Governor signed an executive order extending some of the pandemic related exemptions, which possibly includes continuing virtual Board meetings. Superintendent Granger asked the Board their thoughts on holding a virtual meeting in October if it is still an option. The Board agreed that they would like to continue to meet virtually, if allowed.

Superintendent Granger commended the staff for the opening of this school year. She noted that everyone has risen to the occasion, as the protocols in place for mitigation efforts, including contact tracing notifications are substantial. Originally it was thought that one or two administrators could handle the additional work and the reality is it takes a whole team of staff to accomplish the tasks. Additionally, Superintendent Granger shared the challenge of substitute and staff shortages, not just for Eden Area ROP, but for all the districts. Currently, administrators are having to serve as substitutes as exposed staff must follow quarantining guidelines when exposed.

Superintendent Granger shared that the Eden Area ROP finally received the COVID-19 testing kits and are in the process of becoming a testing site for students and staff.

Superintendent Granger concluded her report by sharing a few success stories of past ROP students. She recently had her house painted by a former Business Academy student. He is the owner of his own business which he learned how to run through the Business Academy. She also recently connected with an employee of one of the member districts who shared that she had been an Eden Area ROP dental assisting student. Through the skills gained in the program, she was able to work as a dental assistant and pay her way through college. Although, she did not continue the career pathway of the program it did allow her to work while studying and finding a career that suited her. The skills gained through the Eden Area ROP programs have contributed to them being productive members of society.

XI. Governing Board Reports

Trustee Dot Theodore, Castro Valley USD representative, shared that as schools are back in session, so many are happy to be back on campus. She noted that although there have been positive cases, thankfully none have resulted in a campus spread. She attributed it to the mitigating efforts implemented by staff and contact tracing. She is hopeful that this will hold true through the end of the school year. She shared that next

week the CVUSD Board will be assisting in a food distribution event at one of the elementary schools. She is looking forward to it.

Trustee Gabriel Chaparro, Hayward USD representative, shared that school is open and despite the current climate that everyone is doing their best. Staff and parents have shown an abundance of patience and understanding when having to follow new protocols for the safety of everyone. He also was happy to share that he participated in a backpack giveaway hosted at the Hub Center where over 300 backpacks were given out to students.

Trustee James Aguilar, San Leandro USD representative, reported SLUSD schools are also back in-person and as he visited some of the campuses, it was great seeing all the students happy to be back. He also shared that SLUSD was also facing major staff shortages. He commended the amazing and hard work everyone is doing and shared his sentiment of having much respect and admiration for the staff and their ability to pivot.

Trustee Juan Campos, San Lorenzo USD representative, reported that this year as he did site visits that although staff across the district have shared that this has been the toughest year everyone is working hard to make it a successful start of the year. He shared that the positive case dashboard is up and running which gives some peace of mind to the community. He reported that back to school nights were held virtually the previous week. He concluded his report by sharing that he looks forward, to what he considers one of the highlights of the Board meetings, the return of Eden Area ROP student of the month presentations.

XII. Recess to Closed Session

The meeting was called into closed session at 6:37 pm

- A. Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release**
- B. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**

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

The meeting resumed to open session at 7:05 p.m.

- A. Personnel (Government Code Section 54957) Public Employee Appointment /Discipline/ Dismissal/Release**

No action was taken.

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

No action was taken.

XIV. Adjournment

The Governing Board meeting was adjourned in honor of all our staff that are back at our sites, especially the ROP for the great work that they are doing.

The meeting was adjourned at 7:06 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



Minutes of the Special Meeting of the ROP Governing Board September 20, 2021

I. Call to Order

Juan Campos, Board President, called the meeting to order at 12:05 p.m. on Monday, September 20, 2021. 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, Board President	San Lorenzo USD
Dot Theodore, Vice-President	Castro Valley USD
Gabriel Chaparro, Member	Hayward USD

Eden Area ROP Governing Board Members Absent:

James Aguilar, Member	San Leandro USD
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Superintendent: Linda Granger, present

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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Others Present:

Sirenia Jimenez	Lozano Smith
Roman Muñoz	Lozano Smith

III. Pledge of Allegiance

Linda Granger led the Pledge of Allegiance.

IV. Approval of Agenda

Trustee Dot Theodore moved to approve the agenda. Trustee Gabriel Chaparro seconded the motion. By the following vote, the agenda was approved as amended.

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

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

None

VI. Action Items

A. Request the Governing Board to approve the Roving Substitute Instructor Position and Job Description

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Gabriel Chaparro the Governing Board approved the Roving Substitute Instructor position and job description.

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

B. Request the Governing Board to approve the Pandemic Services Liaison Position and Job Description

Superintendent Granger discussed with the Governing Board that she would like to propose one additional employment requirement to the Pandemic Services Liaison job description which is to require this position be vaccinated due to the nature of the position. The Governing Board agreed.

Upon review of and a motion by Trustee Gabriel Chaparro and a second by Trustee Dot Theodore the Governing Board approved the Pandemic Services Liaison position and job description with the proposed change.

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

VII. Recess to Closed Session

The meeting was called into closed session at 12:11 pm

- A. Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release**
- B. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**

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

The meeting resumed to open session at 12:43 p.m.

- A. Personnel (Government Code Section 54957) Public Employee Appointment /Discipline/ Dismissal/Release**

No action was taken.

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

No action was taken.

IX. Adjournment

The meeting was adjourned at 12:44 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of August 16, 2021 through September 14, 2021 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: October 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

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

Attached is a report for the complaints and resolutions through October 1, 2021 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: October 1, 2021

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

Quarterly Report Submission (check one) →
Date: October 1, 2021

- ☐ January
☐ April
☐ July
☒ October

Date for information to be reported publicly at the Governing Board meeting: October 7, 2021

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: October 7, 2021

Linda Granger, Superintendent



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Elaine Alvite, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Agreement with the Alameda County Workforce Development Board, Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services for the 2021-2025 School Year

BACKGROUND

This past year, the Eden Area ROP applied for the Workforce Innovation and Opportunity Act (WIOA) Grant. Alameda County Workforce Development Board awarded the Eden Area ROP the grant for July 1, 2021-June 30, 2025. This contract codifies our agreements in working together.

CURRENT SITUATION

The Alameda County Workforce Development Board is contracting with the Eden Area ROP for Youth Innovation Program (WIOA) services. Services include enrollment, assessment, individual service, case management and supportive services for 50 youth for the 2021-2022 fiscal year.

Fiscal Impact: The Eden Area ROP will receive up to \$644,048 for Youth Innovation Program (WIOA) services.

CONSENT CALENDAR

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2021, is by and between the Alameda County Workforce Development Board hereinafter referred to as the “County”, and Eden Area Regional Occupational Program (Eden ROP), hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain workforce development services which are more fully described in Exhibit A hereto (“Youth Employment and Training Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide youth employment and training services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit B-1	WIOA Grants
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	Audit Requirements
Exhibit G	WIOA Special Conditions
Exhibit G-1	Lobbying
Exhibit O	Intentionally Omitted
Attachment A	Language Access

The term of this Agreement shall be from July 1, 2021 through June 30, 2025

The compensation payable to Contractor hereunder shall not exceed *six hundred forty-four thousand forty-eight dollars (\$644,048)* for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: Keith Carson
Signature

By: Linda Granger
Signature

Name: Keith Carson

Name: Linda Granger

Title: President, Board of Supervisors

Title: Superintendent

Date: 6-7-2021

Approved as to Form:

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By: Victoria Wu
Print Name VICTORIA WU
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: Alameda County Workforce Development Board
24100 Amador Street – Room 610C
Hayward, California 94544
Attn: Rhonda Boykin

To Contractor: Eden Area Regional Occupational Program
26316 Hesperian Boulevard
Hayward, CA 94545
Attn: Linda Granger

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 11 of this Agreement.

Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its workforce development services shall not exceed **\$644,048 (six hundred forty-four thousand forty-eight dollars)** in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation (***Federal Funds Waiver number 1787-B***). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business or subcontract a minimum 20% with a certified small or emerging local business.
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract.

Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller's Office of Contract Compliance and Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Auditor-Controller's Office of Contract Compliance and Reporting, contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the

Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller's Office of Contract Compliance and Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System, contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

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- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the

includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. EXTENSION: This agreement may be extended for up to two additional years by mutual agreement of the County and Contractor.
- 36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

1. Delete #35, General Terms and Conditions, and replace with the following:
 35. RENEWAL: This Agreement may be renewed for up to three additional year dependent upon successful performance results and availability of WIOA formula funding.

County Counsel Signature: _____

A handwritten signature in blue ink, appearing to read "Dionis Alon", is written over a horizontal line.

EXHIBIT A

DEFINITION OF SERVICES

- I. **Overview.** The Workforce Innovation and Opportunity Act (WIOA) of 2014 is designed to help job seekers access employment, education, training, and support services to succeed in the labor market, as well as to match employers with the skilled workers they need to compete in the global economy. The workforce system is designed to be two-fold; customer-focused in meeting the needs of businesses for skilled workers, and in assisting individuals in easily accessing information and services needed to begin and manage their careers.

The Alameda County Workforce Development Board (ACWDB) is charged with developing and maintaining a workforce development system under WIOA in the local workforce area. In order to advance the goals of the ACWDB Local Plan and maintain compliance with WIOA, the ACWDB issued a Request for Proposal (RFP No. 2020-ACWDB-YP) to procure the youth employment and training services and activities for out-of-school youth and young adults ages 16 to 24 and in-school youth ages 16 to 21. Eden Area Regional Occupational Program (Eden ROP) (Contractor) was selected for contract award as a result of the aforementioned RFP.

- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of Eden Area Regional Occupational Program (Eden ROP and ACWDB in the provision of WIOA youth and young adult employment and training services.

- III. **Program Name.** Youth Innovation Program

- IV. **Program Design Requirements.** Contractor will develop and implement a program delivery strategy that, at a minimum, will provide youth and young adults with a broad array of coordinated services which includes academic assistance and occupational learning, development of core and leadership skills: and preparation for further education, additional training, and employment:

- A. **Eligibility & Enrollment.** Contractor will determine participant eligibility for WIOA Youth and Young Adult programs, in accordance with federal and state eligibility requirement and guidelines. Contractor will ensure that all required eligibility documentation is completed and received prior to participant enrollment into WIOA programs.

- B. **Objective Assessment.** Contractor will ensure that all participants enrolled in WIOA Youth and Young Adult program receive a comprehensive, specialized assessment inclusive of a review of basic skills (*out-of-school youth*), occupational skills, prior work experience, employability, interests, aptitudes, supportive services, and developmental needs of each participant.

Assessments for literacy and numeracy skills must be completed within sixty (60)

days of enrollment. Only the following instruments are approved for literacy and numeracy assessments:

1. **Comprehensive Adult Student Assessment Systems (CASAS).**

The CASAS assessment for out-of-school youth/young adult requires that an initial appraisal test be completed to determine the appropriate level of pre-test and the same test instrument must be used for the post-test.

- C. **Individual Service Strategy (ISS).** Contractor will, in consultation with the participant, identify employment and educational goals and appropriate achievement objectives. Participant's interests and assessment results will be utilized in the development of the goals. Contractor will also include effective exit strategies to ensure maximum positive outcomes.
- D. **Case Management.** Contractor will provide comprehensive case management services to WIOA program participants throughout their enrollment in WIOA program activities. Case management services may include:
1. Providing participants with information, materials, suggestions, and/or advice to help make occupational or career decisions, counseling, and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
 2. Contacting participants at least once in each 30-day period to review status and progress toward ISS goals and objectives.
- E. **Supportive Services.** Contractor will ensure that supportive services are available to enrolled WIOA program participants who are unable to obtain supportive services through other funding sources. WIOA supportive services are limited to transportation, work-related clothing and safety items, required verification/documentation fees for employment and educational/training/vocational fees and tuition.
- Contractor will work with participant to identify alternative financial sources such as Pell Grants, California College Promise Grant, Educational Opportunity Program (EOP), and Cal Grants prior to using WIOA funds for supportive services.
- F. **WIOA Required 14 Program Elements.** Contractor must either include these program elements in its service delivery strategy or establish a memorandum of understanding with the entity that will provide the service.

1. **Tutoring**, study skills training, instruction, and evidence-based prevention and recovery strategies that lead to completion of secondary school or its recognized equivalent or for a recognized post-secondary credential.
2. **Alternative secondary school services** that assist youth who have struggled in traditional secondary education.
3. **Paid and unpaid work experiences** that have academic and occupational education as a component of the work experience, which may include the following:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing;
 - iv. On-the-job training opportunities.
4. **Occupational skills training** is an organized program of study lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations.
5. **Education offered concurrently with workforce preparation** is an integrated education and training model combining workforce preparation, basic skills, and occupational skills.
6. **Leadership development opportunities** lead to community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors.
7. **Supportive services** enable an individual to participate in WIOA activities
8. **Adult mentoring** is a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee. The mentoring is for at least 12 months and may occur both during and after-program participation.
9. **Follow-up services** may include regular contact with participant for no fewer than 12 months after the completion of participation.
10. **Comprehensive guidance and counseling** provides individualized counseling to participants, including drug and alcohol abuse and mental health counseling.
11. **Financial literacy education** provides youth with the knowledge and skills needed to achieve long-term financial stability.
12. **Entrepreneurial skills training** provides the basics of starting and operating a small business and develops entrepreneurial skills.
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. **Post-secondary preparation and transition activities** help youth prepare for and transition to post-secondary education and training.

G. **21st Century Skills Work Readiness Skills**. Contractor will provide all enrolled participants with training in the development of core skills (employability/job

readiness) which shall include adaptability, analysis/solution mindset, collaboration, communication, and digital literacy.

V. **Contractor Obligations.** Contractor will provide the following services under this Agreement:

- A. **Staffing.** Contractor will maintain sufficient and appropriate staffing levels to ensure that the functional areas of responsibility include program manager, career navigator, business engagement/job developer, and data management. Contractor will ensure that program manager will not provide case management services.
- B. **WIOA Training Services.** Contractor will determine the appropriateness of training for Youth program participants as part of the participant's ISS and refer participants to appropriate training services.
 - 1. **Selection of Training Services.** Contractor will ensure that the selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers, and is coordinated to the extent possible with other sources of assistance.
 - 2. **Industry Sector & Occupational Framework.** Contractor will refer WIOA program participants to training services in accordance with the ACWDB Industry Sector & Occupational Framework (ISOF) criteria and performance goals.
 - 3. **Training Funds Set-Aside.** Training funds may be available for participants referred to training under this Agreement and are not included in Contractor's budget and should be requested through the Program Liaison. Payments to training providers are not Contractor's responsibility.
- C. **Job Development & Job Referral.** Contractor will provide supply-side (job seeker) services and activities that address the hiring needs of employers. Supply-side services and activities will be provided in accordance with the ACWDB ISOF criteria.
 - 1. Job development activities include working with employers to create job orders, securing participant job interviews for a job opening not currently listed on file, or contacting a union or employer on behalf of a particular participant.
 - 2. Job referral activities include hosting employer job fairs, referrals of job seekers to existing employer job orders/openings, and referral of job seekers to employer recruitment events.

- D. **Follow-up Services.** Are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. Contractor will provide quarterly follow-up services for WIOA Youth participants for 12 months after the participant exits the program. Follow-up services are designed to help ensure that participants meet and maintain their educational, employment and career goals and may include:
1. Supportive services.
 2. Adult mentoring.
 3. Financial literacy education.
 4. Services that provide labor market and employment information about in-demand industry sectors and occupations available in the local area, such as career awareness, career counseling, and career exploration services.
 5. Activities that help youth prepare for and transition to post-secondary education and training.
- E. **Participant Case Files.** Contractor will maintain complete physical case files and confidential files containing medical information for each WIOA program participant in accordance with ACWDB requirements. Case files will be stored securely and in full compliance with state and Equal Employment Opportunity (EEO) confidentiality, nondiscrimination, and other applicable rules and regulations. Confidential files are stored securely but separate from participant case files.
- F. **Marketing and Outreach.** Contractor will conduct sufficient marketing and outreach efforts to achieve stated participant service goals. Contractor will utilize marketing and outreach materials translated into other languages to serve its diverse client population. Marketing materials must include the phrase: *"This WIOA Title I financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities."*
- G. **Communications.** Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. This includes Contractor providing two (2) client success stories per quarter in alignment with the program year. The success stories will be submitted with the Monthly Narrative Report referenced in Exhibit B.
- H. **Alignment with Local Plan.** Contractor will collaborate to support the implementation of the following strategies as outlined in ACWDB's Four-Year (2021-2024) Local Plan:
- When applicable, participate in America's Job Center of California Memorandum of Understanding core partner meetings and efforts to achieve program coordination, co-enrollment, integration of supportive services, and

program access to people with disabilities, and service expansion through technology.

- Continue to collaborate with ACWDB staff to support strategies set forth in ACWDB's Two-Year Modified Local Plan that focus on service delivery to Department of Child Support clients, individuals with disabilities (while staying connected to the HIREABLE and Local Partnership Agreement stakeholders when applicable), the CalFresh E&T program, and immigrant-serving community-based organizations.
- With guidance from ACWDB staff, actively engage in continuous learning (especially front-line staff) about digital fluency, trauma-informed care, cultural sensitivity and humility, equity, and inclusion.
- Support ACWDB's Business Engagement Model, by seizing opportunities to collaborate with ACWDB staff related to providing hiring and recruiting assistance for the business community, facilitating employer panels, and supporting other business-related activities.
- When applicable, collaborate with ACWDB staff and partners to enhance WIOA in-school/out-school program strategies by incorporating 21st century skills, work-based learning opportunities, and intentional employer partnerships, in program efforts and strategies.
- When applicable, collaborate with ACWDB staff to successfully implement the new Career Services Collaborative model, which aims to further reach workers and job seekers with barriers to employment, by intentionally connecting with workforce partners and community-based organizations that have acquired population-specific expertise.
- Contractor shall support ACWDB's Diversity, Equity, and Inclusion (DEI) efforts and program policies, which may include (but are not limited to): participating in DEI trainings and seminars, collaborating or initiating DEI-related events/initiatives, and performing to meet DEI measures and outcomes (as directed by ACWDB staff).
- Contractor shall support ACWDB's WIOA program policies related to high-road employers that offer quality jobs in Alameda County. A working definition of quality jobs (initially explored by the California Future of Work Commission) in ACWDB's local area will be established but could include the following characteristics:
 - Living wage
 - Stable and predictable pay

- Control/predictability over scheduling
- Access to benefits
- Safe and dignified work environment (including affirming worker voice)
- Opportunities for training and career advancement

- I. **Supplemental Contract Documentation.** Contractor will submit the following documents to ACWDB by August 2, 2021:
1. Service Delivery Strategy (Scope of Work).
 2. Memoranda of Understanding for any of the required 14 program elements that will be provided by another organization or entity.
 3. Written plan for on-going training of WIOA funded staff to ensure expertise on application WIOA rules, regulations, policies, and procedures.
- J. **Mandatory Meetings and Trainings** – Contractor will attend:
1. Youth Action Committee – bi-monthly.
 2. ACWDB Youth Committee – quarterly meetings (*periodic presentations may be required*).
 3. ACWDB Board – quarterly meetings (*periodic presentations may be required*).
 4. Management Information Systems (MIS) training/meetings.
 5. Regional capacity building coordination meetings as appropriate under ACWDB adopted initiatives such as Earn and Learn East Bay.
 6. Other meetings/trainings as directed by ACWDB.
- K. **Customer-Centered Design.** Contractor will implement a Customer-Centered Design approach to providing WIOA program services using customer feedback and continuous improvement efforts in order to improve the quality of customer outcomes and to implement WIOA regulations in a way that adds value for target populations.
- L. **Coordination with other ACWDB WIOA Service Providers.** Contractor will work collaboratively with ACWDB Comprehensive America's Job Center of California (AJCC) and the contracted Career Services Collaborative lead and its subcontractors to promote an integrated workforce system.
- M. **EASTBAY Works.** Contractor will participate in regional EASTBAY Works activities including attending designated meetings, using regional systems, policies and software, and helping to set and monitor regional goals.

- N. **Coordination with ACWDB Business Services Unit.** Contractor will work with the ACWDB Business Services Unit (BSU) to coordinate supply-side (job seeker) activities with demand-side (business) needs and expectations in the local workforce system:
1. **Customized Training Programs.** Contractor will provide enrollment and case management services as required for Customized Training Agreements with local employers. Negotiation of Customized Training Agreements is the responsibility of the BSU.
 2. **On-the-Job Training Agreements (OJT).** Contractor will develop OJT Master Agreements with employers and refer appropriate WIOA program participants to hiring employers after execution of OJT Master Agreements.
 3. **Countywide Employer Event Support.** Contractor will participate in and assist with countywide job fairs and employer panels organized by ACWDB and BSU.
- O. **Discretionary Grant Projects.** Contractor will support and implement Discretionary Grant Projects as directed by ACWDB, subject to negotiation of scope and budget. Contractor will co-enroll discretionary grant participants into WIOA when appropriate to achieve program outcomes and meet leverage requirements. If Contractor is unable to implement discretionary grant projects that require match of WIOA Career Services funding, Contractor's WIOA funding may be reduced and reallocated in order to comply with required discretionary project outcomes and deliverables.
- P. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
1. **Use of ACWDB Designated Management Information Systems.** Contractor will use the management information systems (MIS) designated by ACWDB to track and report activities and services provided under this Agreement. This may require dual entry of data into multiple MIS.
 2. **Data Entry.** Contractor will enter required service and activity data into ACWDB designated MIS in an accurate, complete and timely manner. At a minimum, CalJOBS data entry for WIOA program services must include Contractor's agency code and activity code and must be entered/updated every thirty (30) days.
 3. **Training Leverage.** Contractor must document and report all non-WIOA funded participant training information to ACWDB. Training leverage

information must include training provider information, training cost, source of non-WIOA funding, and effective date of training. Training information must be provided to ACWDB within thirty (30) days of WIOA enrollment or training start date.

- Q. **Performance.** Contractor will provide quality, demand-driven services under this Agreement in order to achieve required performance goals. Contractor is responsible for achieving the following performance goals under this Agreement:

**PY 2021/2022 Contract Performance Goals
In-School Youth: Eden Regional Occupational Program**

BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF ENROLLMENTS BY 3/31/2022 (Full Enrollment) ①②	50
HOW WELL DID WE DO?	
# RECEIVE WORK-BASED LEARNING ACTIVITIES ③ 90% of enrollment	90%
# RECEIVE CORE SKILLS/LEADERSHIP TRAINING ④ 90% of enrollment	90%
# IN TRAINING LEADING TO CREDENTIAL ⑤ 25% of enrollment	25%
# MEASURABLE SKILLS GAINS	45%
IS ANYONE BETTER OFF?	
% YOUTH PLACEMENT (of closed cases) ⑥	65%
% CREDENTIAL ATTAINMENT 55% of those enrolled in training at case	55%

- ① 80% of annual enrollment goals must be achieved before December 31, 2021 and must be reported in CalJOBS prior to the data entry deadline for 2nd Quarter reporting;
- ② 100% of annual enrollment goals must be achieved before March 31, 2022 and must be reported in CalJOBS prior to the data entry deadline for 3rd Quarter reporting;
- ③ Work-based learning activities:
- | | |
|-----------------------------|-----------------------------------|
| 400-Summer Youth Employment | 433-Career Awareness |
| 408-Internship (Unpaid) | 434-Career Exploration |
| 409-Job Shadow | 435-Career Counseling/Planning |
| 425-Work Experience Paid | 437-PreApprentice |
| 426-Work-Experience Unpaid | w/Occupational Skills |
| 427-Internship (Paid) | Training) |
| 431-Pre-Apprenticeship | 438-Occupational Skills Training/ |
| 432-Apprenticeship | Non WIOA |

- ④ **Core Skills/Leadership** - Activity 410-Leadership Development Services:
*"Participation in leadership development opportunities that encourages leadership development that may include community service and peer mentoring and tutoring; foster responsibility and other positive social and civic behaviors; **organizational and team work training; decision-making training**, as appropriate; citizenship training, including life skills training such as parenting and **work behavior training**, civic engagement;*
 - ⑤ Training Activity Codes 415, 416, 418, 421, 424, 429, 430, 432, 437, 438
 - ⑥ Youth Placement = Placement in employment, education, advanced training or military
- R. **Policies & Procedures.** Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of WIOA and with changes in the federal, state, county and/or ACWDB regulations, policies or procedures governing WIOA programs.
- S. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery, subcontracts for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- T. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
- 1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.
 - 2. **On-site Monitoring.** Contractor will participate in on-site programmatic, fiscal, and EEO monitoring at least once each program year to ensure that services provided under this Agreement follow applicable rules and regulations.
 - 3. **Case File/MIS Review.** Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.

4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff. If Contractor has two consecutive quarters of underperformance, it will be required to submit a Corrective Action Plan and meet with the Program Liaison and the Assistant Director.
6. **Subcontractor Monitoring.** Contractor will conduct on-site programmatic and fiscal monitoring at least once each program year of all subcontractors providing WIOA program services to enrolled participants. Contractor is responsible for recording findings and ensuring that any needed corrective action has been taken. Copies of all monitoring reports must be maintained by Contractor and made available for review by ACWDB program and fiscal monitors, and state monitors.
7. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during program monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;
 - e. Single point of contact information for staff responsible for implementing corrective action.

Corrective Action Plans are due to ACWDB no later than ten business days following written notification of findings and concerns identified during monitoring.

Failure to resolve Corrective Action Plan findings may result in Contractor receiving Notice of Tentative Non-Renewal.

8. **Contract Renewal Criteria.** Contractor must meet the following conditions in order for contract to be recommended for renewal:
 - a. Meets requirements for program and fiscal monitoring.
 - b. Meets 80% of contractual performance requirements as stated below by end of second quarter (December) and 100% by the end of third quarter (March).

- i. Enrollments
- ii. Work-based learning activities
- iii. Core skills/leadership activities
- iv. Placement in Training (that leads to a WIOA recognized credential)
- v. Credential Attainments
- vi. Placements at Closure
- vii. 85% submission of acceptable Monthly Report Narrative and invoice by the 25th of each month

VI. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.

- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
- B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information Bulletins that serve to notify Contractor of new or amended state, federal, or local regulations. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website acwdb.org.
- C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

VII. **Specific Requirements**

- A. This Exhibit A was drafted to include the requirements contained in the Request for Proposal (RFP No. 2020-ACWDB-YP) and the proposal response of the Contractor (Response), and additional services that ACWDB obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, RFP No. 2020-ACWDB-YP and the Response, the more stringent requirements providing ACWDB with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in RFP No. 2020-ACWDB-YP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

The RFP No. 2020-ACWDB-YP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide ACWDB with the broadest scope of services for the best value.

B. Contractor project team will consist of the following Key Personnel and subcontractors as applicable during the contract term:

- Linda Granger, Superintendent
- Elaine Alvite, Program Manager

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of ACWDB, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to county an individual with greater or equal qualifications as a replacement subject to ACWDB's approval, which approval shall not be unreasonably withheld.

The approval of ACWDB to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT B

PAYMENT TERMS

County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

In addition to all terms of payment described in the General Terms and Conditions and any relevant exhibits and attachments, the parties to this Agreement shall abide by the following terms of payment:

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

- A. Exhibit B-1: WIOA Grants

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-1.
2. Expenditures under this Agreement will tie to identified line-items included in Exhibit B-1; no other line-item costs will be allowed.
3. Exhibit B-1 Work Experience line item must equal a minimum of 20% of total contract amount.
4. Expenditures under this Agreement will support allowable activities described in Exhibit A. No services or activities outside the scope of this Agreement will be reimbursed.
5. No administrative costs will be included in Exhibit B or reimbursed under this Agreement; Non-WIOA resources will cover all administrative functions relative to WIOA expenditures.
6. An approved indirect cost rate from a cognizant agency must be submitted if indirect costs are charged under this Agreement.

B. Budget Revision Procedures

1. No budget revision/modification request may increase the contract amount/maximum.
2. Contractor may adjust the approved budget by no more than 10% of any line-item without prior approval from ACWDB; any adjustment to the budget that exceeds this 10% line-item allowance requires written prior approval from ACWDB.
3. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and

justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit.

4. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

C. Cost Settlement/Final Payment Provisions

The final invoice submitted after the termination of this Agreement shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to account for any previously unreimbursed expenditure. This provision regarding closeout invoices shall not relieve Contractor of its obligation to report all known adjustments on each monthly invoice, and County shall not be liable for any adjustments that were not reported timely.

D. Conditional Funding WIOA

Conditional funding may apply if Contractor has deficiencies identified in contract performance goals and other contract requirements at the end of the third quarter (March 31). Conditional funding triggers the withholding of funds as follows:

1. Up to 25% of funding will be held in reserve until 100% of specified performance goals are met or until June 30. If 100% of contract performance goals are not achieved by June 30, then the percent of funding held in reserve will be forfeited by the Contractor.

E. Conditions of withholding payment

1. Payment of invoices by the County is conditional upon receipt of adequate funds from the State of California. County reserves the right to reduce the contract amount/maximum if it does not receive adequate funds from the State of California.
2. County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program. Failure to meet planned contract performance and/or expenditure goals may result in a reduction of the contract amount/maximum, in accordance with ACWDB policy.
3. Failure to comply with timely audit report submission to ACWDB, as required and described in Exhibit F, may result in suspension of payment to Contractor until all required audit submissions are received by ACWDB.

III. Invoicing Procedures

A. Submission of Invoices

1. Contractor will submit an electronic copy of its monthly invoice, including supporting line-item detail in the required format by the 25th day of the month following the month of service for all expenditures incurred under this Agreement. Electronic copies of invoice and required documentation should be sent via email to Contractor's designated Program Liaison.
2. Upon notification of approval by the Program Liaison, Contractor shall submit original signed invoices (**in blue ink**) to:
 - a. Deidra Perry, Youth/Young Adult Planner
Alameda County Workforce Development Board
24100 Amador Street, Room 610C - Hayward, CA 94544
 - b. Scan original invoice and email to: ssainvoices@acgov.org
and email a copy to deperry@acgov.org.
3. A Monthly Narrative Report (MNR) must accompany the original invoice.

IV. Funding and Reporting Requirements

Payment to Contractor is contingent upon timely receipt of invoice documents and programmatic reporting as described in Exhibit A.

V. Additional Terms and Conditions of Payment

Contractor agrees to the following supplemental Terms and Conditions attached to this Exhibit B.

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in the Standard Services Agreement, Item 20. This cost includes all taxes and all other charges.
- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.

- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants
LINE ITEM BUDGET / COST REIMBURSEMENT

CONTRACTOR: Eden Area ROP

Contract Period
7/1/21 to 6/30/22

ACTIVITIES: Youth Innovation Program / WIOA ISY

NOTE: Contract reimbursement for PY 21/22 is limited to the WDB approved

Exhibit B LINE-ITEM BUDGET TOTAL		\$161,012.00	
A. LINE ITEMS for COST REIMBURSEMENT		PROGRAM	TOTAL
1.	Staff Salaries *	\$77,030	\$77,030.00
2.	Staff Fringe Benefits	\$21,732	\$21,732.00
3.	Staff Travel	\$250	\$250.00
4.	Staff Training / Conferences	\$3,000	\$3,000.00
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)		
6.	Office / Operations (Supplies, Printing, Duplicating, Communications)		
7.	Sub-Recipient Agreements / Consultant Contracts *		
8.	Equipment (Single Items over \$5,000 must receive prior WDB Approval)		
9.	Insurance & Bonding Costs		
10.	Indirect Cost Rate (Requires Letter from Federal Cognizant Agency)		
11.	Work Experience Expenditures ** (Exhibit B-3 A)	\$55,000	\$55,000.00
12.	Direct Participant Costs (Exhibit B-4 A)		
13.	Participant Supportive Services (Exhibit B-4 B)	\$4,000	\$4,000.00
GRAND TOTAL =		\$161,012	\$161,012.00
6/11/21 11:37 AM			\$161,012

* See Staff Salaries / Subcontracts Worksheet

WDB Review:  Date: 6/16/21

** Includes Direct Participant Costs & Staff Costs for Work Experience Activities

Staff costs for work experience activities should not be duplicated in Salary/Fringe Benefits line items.

Exhibit B-2

STAFF SALARIES / Sub-CONTRACTS WORKSHEET

Contractor: Eden Area ROPActivities: Youth Innovation Program / WIOA ISY

Contract Period

7/1/21 to 6/30/22

Youth / CFDA: 17.259

A. STAFF POSITION / JOB TITLE	Hourly Personnel			Monthly Personnel		
	a	b	c	d	e	f
	FTE	(a x b = c)		(a x d x e = f)		
	Monthly or Hourly	# of Hours	TOTAL SALARY	# of Months	% of Salary	TOTAL SALARY
1. Student Support Services Technician					100.00%	47,823.00
2. Business Engagement Specialist					19%	13,500.00
3. Director of Educational Services					10%	15,707.00
4.						
5.						
6						
7						
8						
9						
9.						
10.						
TOTAL SALARIES (total c + total f) =						\$77,030.00

B. SUB-AGREEMENTS - Professional Services (PS), Consultant Contract (CC), Sub-Contract (SC)

LIST ENTITY (Check type of sub agreement)		PS	CC	SC		AMOUNT
11.						
12.						
13.						
14.						
15						
17						
18						
19						
TOTAL of ALL SUB-AGREEMENTS =						
21/22 Youth					WDB Review: 	Date: 4/14/24
6/11/21 11:37 AM						

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants**WORK EXPERIENCE / DIRECT PARTICIPANT COSTS WORKSHEETS**

Contractor:

Contract Period:**7/1/21 to 6/30/22**Activities: **Youth Innovation Program / WIOA ISY****A. LINE ITEMS for WORK EXPERIENCE ACTIVITIES**

	Line Item	TOTAL
1.	Staff Salaries:	
2.	Staff Fringe Benefits	
3.	Staff Travel	
4.	Staff Training / Conferences	
5.	Classroom Trng / Academic Component	5,000.00
6.	Work Experience Orientation Sessions	
7.	Employability Skills / Job Readiness Trng for Work Experience	
8.	Paid Work Experience (Direct Participant Costs)	50,000.00
TOTAL WORK EXPERIENCE		55,000.00

B. WORK EXPERIENCE DIRECT PARTICIPANT COST DETAIL

	Manner of Compensation	\$\$ per Hour / Unit	# of Hours / Units	# of Participants	TOTAL
1.	Paid Work Experience	\$25.00 x	40	50	= \$50,000.00
2.	Youth Incentive Payment				\$0.00
5.	Participant Fringe Benefits	x			= \$0.00
6.	Data Processing Costs	x			= \$0.00
GRAND TOTAL					\$50,000.00

6/11/21 11:37 AM

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants
DIRECT PARTICIPANT COSTS WORKSHEETS

Contractor: Eden Area ROP

Contract Period:
7/1/21 to 6/30/22

Activities: Youth Innovation Program / WIOA ISY

A. DIRECT PARTICIPANT COST DETAIL

	Manner of Compensation	\$\$ per Hour / Unit	# of Hours / Units	# of Participants	TOTAL
1.	Youth Summer Employment	x	x	=	
2.	Paid Internship				
3.	Youth Incentive Payment				
4.					
5.					
6.	Occupational Skills Training				
7.	Entrepreneurial Skills Training				
8.	On-the-Job Training				
9.	Pre-Apprenticeship Training				
10.	Apprenticeship Training				
11.	Leadership Development				
12.	Participant Fringe Benefits	x	x	=	
13.	Data Processing Costs	0 x 0	x 0	=	
GRAND TOTAL					

B. SUPPORTIVE SERVICES WORKSHEET


	Type of Supportive Service	Unit Cost	# of Units	TOTAL
1.	Transportation	x	=	\$0.00
2.	Work Related Clothing / Tools	x	=	
3.	Required Verification/Documentation	x	=	
4.	Education/Training Fees	x	=	\$4,000.00
GRAND TOTAL				\$4,000.00
6/11/21 11:37 AM				

EXHIBIT C-5

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease
D	Employee Dishonesty and Crime	\$1,000,000 per occurrence
E	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, <u>shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</u> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision:	
ACWDB & Additional Insured, Co. of Alameda and Bd. of Supervisors, thereof – Alameda County Workforce Development Board - 24100 Amador St. 6 th Floor, Hayward, CA 94544		

Northern California ReLiEF		CERTIFICATE OF COVERAGE		Issue Date 6/18/2021	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 Rose Meisenheimer rmeisenheimer@keenan.com		LICENSE # 0451271 510-986-6761 x8151		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLiEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:	
COVERED PARTY: Eden Area R.O.P. 26316 Hesperian Boulevard Hayward CA 94545					
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 00107-35	7/1/2021 7/1/2022	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 00107-35	7/1/2021 7/1/2022	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 00107-35	7/1/2021 7/1/2022	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00107-35	7/1/2021 7/1/2022	\$ 50,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the County of Alameda Standard Services Agreement between the Alameda County Workforce Development Board and Eden Area Regional Occupational Program (ROP) regarding the Youth Employment and Training Services through the coverage expiration date.					
CERTIFICATE HOLDER: Alameda County Workforce Development Board Attn: Rhonda Boykin 24100 Amador Street – Room 610C Hayward, CA 94544			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS <div style="text-align: right;">  John Stephens AUTHORIZED REPRESENTATIVE </div>		

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Eden Area R.O.P.	NCR 00107-35	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Alameda County Workforce Development Board
Attn: Rhonda Boykin
24100 Amador Street – Room 610C
Hayward, CA 94544

As Respects:


As respects to the County of Alameda Standard Services Agreement between the Alameda County Workforce Development Board and Eden Area Regional Occupational Program (ROP) regarding the Youth Employment and Training Services through the coverage expiration date.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are included as an Additional Covered Party.



Authorized Representative

Issue Date: 6/18/2021

Protected Insurance Program for Schools		CERTIFICATE OF COVERAGE		Issue Date 6/18/2021	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 Rose Meisenheimer rmeisenheimer@keenan.com		LICENSE # 0451271 510-986-6761 x8151		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Eden Area R.O.P. 26316 Hesperian Boulevard Hayward CA 94545		ENTITIES AFFORDING COVERAGE: ENTITY A: Protected Insurance Program for Schools ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE () OCCURRENCE <input type="checkbox"/> GOVERNMENT CODES <input type="checkbox"/> ERRORS & OMISSIONS			\$	COMBINED SINGLE LIMIT EACH OCCURRENCE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> AUTO PHYSICAL DAMAGE			\$	COMBINED SINGLE LIMIT EACH OCCURRENCE \$
	PROPERTY <input type="checkbox"/> ALL RISK <input type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK			\$	\$ EACH OCCURRENCE
	STUDENT PROFESSIONAL LIABILITY			\$	\$ EACH OCCURRENCE
A	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00217-17	7/1/2021 7/1/2022	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the County of Alameda Standard Services Agreement between the Alameda County Workforce Development Board and Eden Area Regional Occupational Program (ROP) regarding the Youth Employment and Training Services through the coverage expiration date.					
CERTIFICATE HOLDER: Alameda County Workforce Development Board Attn: Rhonda Boykin 24100 Amador Street – Room 610C Hayward, CA 94544			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS <div style="text-align: right; margin-top: 20px;">  John Stephens AUTHORIZED REPRESENTATIVE </div>		

DISCLAIMER

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EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit D, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to: 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: (Agency name) Eden Area Regional Occupational Program

NAME: Linda Granger

TITLE: Superintendent

SIGNATURE: 

DATE: 6-7-2021

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Exhibit F

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be sub-recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

In addition, one complete copy of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to: [Alameda County Workforce Development Board, attention Fiscal Manager – 24100 Amador Street, Suite 610C, Hayward, CA 94544.](#)

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT G

Workforce Innovation & Opportunity Act (WIOA) - Special Conditions

I. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- A. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures, and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- C. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- D. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- E. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- F. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

II. FUNDING

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement was executed after that determination was made.

- A. This Agreement is valid and enforceable only if:
 - 1. Sufficient funds are made available by the approved Alameda County Workforce Development Board (ACWDB) budget for the appropriate fiscal year, and
 - 2. Sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this Agreement for the purposes of this program, and
 - 3. Sufficient funds are made available to the state by the United States Government for the fiscal years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to ACWDB, and no longer available to the Contractor.

- C. ACWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for an informal review of ACWDB's decision. The ACWDB Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Contractor or a Subcontractor of the Contractor to comply with the provisions of this Agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- D. If applicable, Contractor will be liable to the ACWDB for all funds not expended in accordance with WIOA, and shall return to ACWDB all of those funds.

III. RESOLUTION

Contractor must provide ACWDB with a copy of a resolution, order, motion, or ordinance of its governing body authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

IV. PROCUREMENT STANDARDS

Contractor must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

V. GRIEVANCES AND COMPLAINT SYSTEM

Contractor will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

VI. REMEDIES FOR NON-COMPLIANCE

If Contractor fails to comply with federal statutes, regulations or the terms and conditions of a federal award, ACWDB Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If ACWDB determines that noncompliance cannot be remedied by imposing additional conditions, the ACWDB may take one or more of the actions listed in 2 C.F.R. § 200.338 or listed in applicable ACWDB Bulletins.

VII. DISALLOWED COSTS

Except to the extent that ACWDB determines it will assume liability, Contractor will be liable for and will repay to ACWDB, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non- Federal), other than those received under the WIOA.

VIII. AUDIT REQUIREMENTS

- A. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance,

and Uniform Requirements.

- B. Contractor and/or auditors performing monitoring or audits of the Contractor or its sub-contracting service providers will immediately report to ACWDB any incidents of fraud, abuse or other criminal activity in relation to this sub-grant agreement, the WIOA, or its regulations.

IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This Agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between ACWDB and Contractor. Contractor represents and warrants it is free to enter into and fully perform this Agreement.

X. UNENFORCEABLE POSITION

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 have force and effect and shall not be affected hereby.

XI. ACCOUNTING AND CASH MANAGEMENT

- A. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Contractor and disbursed by the Contractor, under this Agreement.
- B. Contractor will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by ACWDB.
- C. ACWDB retains the authority to adjust specific amounts of cash requested if ACWDB records and subsequent verification with Contractor indicate that Contractor has an excessive amount of cash in its account.
- D. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by ACWDB. Contractor will account for any such generated income separately.
- E. Contractor shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this Agreement, will be made by check or wire transfer payable to Contractor for deposit in Contractor's bank account or city and county governmental bank accounts.

To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of Contractor. ACWDB will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

XII. AMENDMENTS

This Agreement will be modified through formal amendment under the following circumstances:

- A. There is an increase or decrease in federal, state, or local WIOA funding levels.
- B. A modification to the Agreement is required in order to implement an adjustment to Contractor's plan.
- C. Funds awarded to Contractor have not been expended in accordance with the schedule included in the approved Contractor's plan. After consultation with Contractor, ACWDB has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to ACWDB.
- D. There is a change in state and federal law or regulation requiring a change in the provisions of this Agreement.
- E. An amendment is required to change Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, ACWDB will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

This Agreement may be amended only in writing by the mutual agreement of both parties in a manner consistent with ACWDB policy and the General Conditions of this Agreement.

XIII. REPORTING

Contractor will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the ACWDB. Failure to adhere to the reporting requirements of this Agreement will result in funds not being released.

XIV. RECORDS

- A. If participants are served under this Agreement, Contractor will utilize the participant data system prescribed by ACWDB.
- B. Contractor will retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- C. ACWDB, the California Employment Development Department (EDD) and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this Agreement. The Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Agreement. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by ACWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

XV. SUBCONTRACTING

- A. Any of the work or services specified in this Agreement which will be performed other than by Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- B. Contractor will maintain and adhere to an appropriate system, consistent with federal, state, and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

XVI. CERTIFICATIONS AND ASSURANCES

Except as otherwise indicated, Contractor agrees to comply with the following certifications and assurances. Failure to comply with all requirements of the certifications and assurances may result in suspension of payment under this Agreement or termination of this Agreement or both, and Contractor may be ineligible for award of future Agreements/contracts if it is determined that any of the following has occurred: false information on the certifications and assurances, or violation of the terms of the certifications and assurances by failing to comply with the requirements noted in this section.

- A. Corporate Registration: Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- B. Americans with Disabilities Act (ADA): Contractor assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- C. Sectarian Activities: The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- D. National Labor Relations Board Certification: Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- E. Federal Funding Accountability and Transparency Act (FFATA): By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- F. Prior Findings: Contractor, by signing this Agreement, certifies that it has not failed to satisfy any major condition in a current or previous Agreement with ACWDB, the

DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

- G. Drug Free Workplace Requirement: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 3. Every employee who works on the proposed sub-grant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the sub-grant agreement.
 4. Failure to comply with these requirements may result in suspension of payments under this sub-grant agreement or termination of the sub-grant agreement or both and Contractor may be ineligible for award of any future sub-grant agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- H. Expatriate Corporations: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to enter into Agreements funded by the State of California.
- I. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- J. Sweat-free Code of Conduct:
1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this sub-grant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of

children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.

2. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).

K. Child Support Compliance: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code § 7110, that:

1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.

L. Air/Water Pollution Violation Certification: Under the State laws, Contractor shall not be:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or
3. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

M. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

N. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

O. Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal

department or agency.

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

P. Lobbying Restrictions: By signing this Agreement, Contractor hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over \$100,000 (per OMB) at all tiers (including sub-grant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of

Labor under Title I of WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- a. Section 188 of WIOA, prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the partners listed in WIOA Section 121(b) that offer programs or activities through the local Workforce system. It is against the law for any recipient of federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request, and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
2. Contractors and any of its subcontractors under this Agreement shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement and Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 3. Contractor shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements referenced in this section, as follows:

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.
- b. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The contractor shall include the provisions set forth in paragraphs a) through e) (above) in each of its subcontracts.

The Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- R. Avoidance of Conflict of Economic Interest: An executive or employee of the Contractor will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or ACWDB. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

XVII. INTELLECTUAL PROPERTY PROVISIONS

Except as otherwise indicated, Contractor agrees to comply with the following standards. Failure to comply with all requirements of the standards may result in suspension of payment under this Agreement or termination of this Agreement or both, and Contractor may be ineligible for award of future Agreements/contracts if it is determined that any of the following has occurred: false information on the standards, or violation of the terms of the standards by failing to comply with the requirements noted in this section. Regarding Federal

Funding:

- A. Pursuant to 2 CFR 200.315, in any Agreement funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the sub-grant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so.
- B. Pursuant to 2 CFR 2900.13, Intellectual Property developed under this Agreement will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

XVIII. CONFIDENTIALITY REQUIREMENTS

ACWDB and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. ACWDB and Contractor agree that:

- A. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1. Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2. Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. Contractor shall notify ACWDB of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage or destruction, or unauthorized access, use, modification, or disclosure of information assets.
- Contractor shall cooperate with ACWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- F. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If ACWDB or Contractor enters into an agreement with a third party to provide WIOA services, the ACWDB or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized

staff, subcontractor(s), service providers, or employees.

- L. In the event that Contractor subcontracts any services under this Agreement, the following requirements must be included in the subcontracts:
1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Contractor, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
 2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 3. A client must still be given the option to use the local workforce system's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration with the subcontractor or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers.
 4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit D, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to: 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: (Agency name) Eden Area Regional Occupational Program

NAME: Linda Granger TITLE: Superintendent

SIGNATURE:  DATE: 6.7.2021

EXHIBIT O

THIS PAGE INTENTIONALLY OMITTED

ATTACHMENT A

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing CBOs/contractors with access to **Telephonic Interpreters**,—a 24-hour, seven-day-a-week, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

DUNS Unique Entity ID 154641195	SAM Unique Entity ID WKKKD4KKEVZ2	CAGE / NCAGE 5TN70
Purpose of Registration Federal Assistance Awards Only	Expiration Date Nov 24, 2021	Registration Status Active
Physical Address 26316 Hesperian BLVD Hayward, California 94545 United States	Mailing Address 26316 Hesperian BLVD. Hayward, California 94545 United States	

Business Information

Doing Business as EDEN AREA ROP SCHOOL	Division Name (blank)	Division Number (blank)
Congressional District California 15	State / Country of Incorporation (blank) / (blank)	URL www//edenrop.org

Registration Dates

Activation Date Nov 24, 2020	Submission Date Nov 24, 2020	Initial Registration Date Dec 4, 2009
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Entity Dates

Entity Start Date Jul 1, 1971	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Government Types

U.S. Local Government

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Points of Contact

Electronic Business

✎
LINDA GRANGER, Superintendent
5102932901

26316 Hesperian BLVD
Hayward, California 94545
United States

SABRINA UBHHOFF
5102932907

26316 Hesperian BLVD
Hayward, California 94545
United States

Government Business

✎
Anthony Oum
5102932906

26316 Hesperian BLVD
Hayward, California 94545
United States

LINDA GRANGER
5102932901

26316 Hesperian BLVD
Hayward, California 94545
United States

Past Performance

✎
CRAIG LANG
5102932904

26316 Hesperian BLVD
Hayward, California 94545
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Eden Area Regional Occupational Program DEPT #: 320405

TITLE/SERVICE: Youth Employment and Training Services

DEPT. CONTACT: Deidra Perry PHONE: (510) 259-3827

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-3158083
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () (x)
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () (x)
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () (x)
4. Is the relationship between the County and the contractor intended to be ongoing? () (x)

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week? () ()

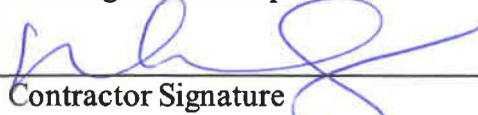
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.


Contractor Signature


Agency/Department Head/Designee
Signature

Linda Granger
Printed Name

Rhonda Boykin
Printed Name

6-7-2021
Date

6/21/2021
Date



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide the Foundations in Dental Assisting Course for the 2021-2022 School Year

BACKGROUND

The Dental Assisting (DA) and Registered Dental Assisting program (RDA) at Eden Area ROP has been approved by the Dental Board of California. The approval allows students to earn many certifications from this course: Infection Control, Radiography, Coronal Polish, Pit and Fissure, and Dental Assisting. With Eden Area ROP Board's approval, separate dental courses are offered for Infection Control and Radiography certifications.

CURRENT SITUATION

The Jewish Vocational and Career Counseling Service (JVS) partnered with the Eden Area ROP to help their clients become employable in the dental field. The curriculum assembled for JVS is a 168-hour (14 week) Foundations in Dental Assisting course. Eden Area ROP is continuing to address the demand for Dental Assistants in the East Bay.

Students enrolled in the course will cover topics, such as, dental anatomy, instruments, dental law and ethics, dental materials, and various dental procedures.

The MOU before you tonight is with the JVS organization and their staff. JVS agrees to recruit, finance, and counsel their students, per 168-hour cohort for the 2021-2022 school year. The Eden Area ROP will instruct and provide the curricular material for the class.

CONSENT CALENDAR

Memorandum of Understanding

Between
Jewish Vocational and Career Counseling Service (“JVS”)
and
Eden Area ROP (“EAROP”)

1) Purpose.

The purpose of this Memorandum of Understanding (“MOU”) is to describe the responsibilities of JVS and Eden Area ROP (“EAROP”) with respect to the Foundations in Dental Assisting Program (“Program”).

2) Program Description

The Dental Assistant training program recruits and trains low income, unemployed, or under employed Bay Area residents who are interested in entering the Healthcare field through dentistry. JVS's DA training program increases the skills and employability of participants by providing technical and non-technical skills necessary to succeed in the role. Eden Area ROP will provide student's clinical training. JVS will provide supplemental job readiness (soft) skills training to further prepare participants for work as Dental Assistants.

3) Roles and Responsibilities

a) JVS agrees to:

- i) Assign a primary person of contact for oversight of this agreement;
- ii) Assign a staff person to coordinate with EAROP the activities included in this MOU;
- iii) Provide a staff person to oversee coordination of the program and instruction of JVS-led curriculum;
- iv) Coordinate with EAROP for purposes of planning and troubleshooting in order to successfully attain goals of the program;
- v) Lead coordination of program training;
- vi) Assess, recruit, and enroll participants for the training;
- vii) Collect contact information data on participants and share with EAROP;
- viii) Provide participants job readiness training sessions;
- ix) Co-create with EAROP progress reports and performance reviews for each student;
- x) Arrange a supervised clinical experience for students who successfully complete course requirements;
- xi) Notify EAROP in a timely manner of any concerns, issues, and/or incidents related to any component of the Program;
- xii) Debrief with EAROP and discuss outcomes after the completion of the program;
- xiii) Process invoices and issue payment to EAROP within thirty business days of receipt of invoices.

b) EAROP responsibilities:

- i) Assign a primary person of contact for oversight of this agreement;

- ii) Assign a staff person to coordinate with JVS the activities included in this MOU;
 - iii) Provide a staff person(s) to oversee coordination of the training and instruction of EAROP curriculum;
 - iv) Coordinate with JVS for purposes of planning and troubleshooting in order to successfully attain goals of the Program;
 - v) Lead occupation-specific training;
 - vi) Ensure all students of the Program have all of the necessary materials associated with the training curriculum;
 - vii) Collect attendance and performance data on participants and share with JVS;
 - viii) Co-create with JVS progress reports and performance reviews for each student;
 - ix) Notify JVS in a timely manner of any concerns, issues, and/or incidents related to any student or component of the Program;
 - x) Adhere to EAROP standard policies for responding to student accidents and/or urgent care needs;
 - xi) Debrief with JVS and discuss outcomes after the completion of the training;
 - xii) Issue invoices to JVS within thirty days of the Program start date.
- c) Both parties agree to:
- i) Defend, indemnify and hold the other party, its directors, officers, employees, volunteers and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of its performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party its directors, officers, employees, volunteers and agents.

4) Other Terms and termination

- a) This MOU may be terminated at any time upon mutual agreement of EAROP and JVS.
- b) This MOU may be terminated for cause if a party has materially breached the MOU where the defaulting party has been given written notice of its deficiencies and has failed to correct such deficiencies within thirty (30) days after receipt of such notice or such longer time as agreed upon by the parties. Termination pursuant to this section shall be effective at the expiration of the cure period. This provision shall not constitute an election of remedies by or liquidated damages to the terminating party. The terminating party shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the defaulting party.
- c) This Agreement may be terminated without cause by any party upon thirty (30) days' advance written notice.

5) Principal Contacts

	JVS Contacts	Partner's Contacts
Name (Program)	Dorit Leavitt	Craig Lang
Title	Senior Program Manager	Director of Adult Education
Phone	415.640.6113	510.293.2905
Email	dleavitt@jvs.org	clang@edenrop.org
Name (Finance)	Kathryn Beeley	
Title	CFO	
Phone	415.782.6222	
Email	kbeeley@jvs.org	

6) Payment

This MOU confirms that upon confirmation of the MOU, JVS will pay EAROP \$2040 (two thousand forty dollars) per student.

7) Period of MOU

a) This MOU becomes effective 9/1/2021 and ends 9/1/2022.

8) Authorized Representatives

Both parties understand and agree that this document contains the entire understanding of the parties relating to the subject matter and that this agreement cannot be waived or altered except in writing and signed by representatives of both parties.

Accepted and agreed to by:

Lisa Countryman
CEO, JVS

Date

Craig Lang
Director of Adult Education, Eden Area ROP

Date

INFORMATION ITEMS



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Elaine Alvite, Director of Educational Services
SUBJECT: ROP Pathway Review- Patient Care

BACKGROUND

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

Formerly, the pathway reviews were presented to the Governing Board under the title "CDE Course Review." The Eden Area ROP has renamed the CDE Course Reviews to Pathway Reviews to 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

The Patient Care pathway is under the Health Science and Medical Technology sector. The standards for the Patient Care pathway apply to occupations or functions involved in the prevention, treatment, and management of illness and the preservation of mental and physical well-being through the services offered by the medical and allied health professions. The standards specify the knowledge and skills needed by professional and technical personnel pursuing careers in this pathway. The attached pathway review is for the following program(s): Sports Medicine IP/IIP (Mt. Eden High).

RECOMMENDATION

Information only

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	Mt. Eden High	
PATHWAY:	Patient Care	INSTRUCTORS:	Mikel Jackson	
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	
Sports Medicine IP	107	82	153	
Sports Medicine IIP	15	13	N/A	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 				
Text Book: Fundamentals of Athletic Training Edition: 4th				
NO.	YES	NO		
1.	X		ENROLLMENT – Course meets current or future labor market news. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: MINS PER SECTION: EXPECTED MINIMUM STUDENTS PER SECTION:	
			Varies	Varies
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.	
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.	
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.	
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.	
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.	
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.	
8.	X		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)	
9.		X	COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)	
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.	
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input 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.	
OTHER CONSIDERATIONS:				
<input 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 -		
COMPLIANCE CATEGORIES				
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.
		<input type="checkbox"/> R – Reduce Program: Downsizing program.		<input type="checkbox"/> S/T - Suspend/ Terminate program.



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Elaine Alvite, Director of Educational Services
SUBJECT: ROP Pathway Review- Health Care Administrative Services

BACKGROUND

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

Formerly, the pathway reviews were presented to the Governing Board under the title "CDE Course Review." The Eden Area ROP has renamed the CDE Course Reviews to Pathway Reviews to 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

The Health Care Administrative Services pathway is under the Health Science and Medical Technology sector. Health care administrative workers include site administrators, managers, attorneys, receptionists, secretaries, billing and coding specialists, health informatics technicians, accountants, managers, and other knowledge workers that support the process of patient care. Health care administrative workers are the invisible backbone of health care; without appropriately skilled workers in these fields, health care systems simply could not function. The attached pathway review is for the following program(s): Medical Careers IP/IIP (ROP Center).

RECOMMENDATION

Information only

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	Eden Area ROP	
PATHWAY:	Health Care Administrative Services	INSTRUCTORS:	Heather Bystrom, Alysa Machado, Angel Peters	
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	
Medical Careers IP	105	119	145	
Medical Careers IIP	66	59	94	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 				
Text Book: Administrative and Clinical Procedures with Anatomy and Physiology			Edition: 6 th	
NO.	YES	NO		
1.	X		ENROLLMENT – Course meets current or future labor market needs. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: 2 (Center) MINS PER SECTION: 3hrs Center EXPECTED MINIMUM STUDENTS PER SECTION: 25+	
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.	
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.	
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.	
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.	
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.	
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.	
8.	X		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)	
9.	X		COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)	
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.	
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.	
OTHER CONSIDERATIONS:				
<input checked="" type="checkbox"/> A-G Credit for UC		<input type="checkbox"/> State and National Licensing or Certification		
<input checked="" type="checkbox"/> Community College Articulation		<input checked="" type="checkbox"/> Strong Business or Industry Partnership		
<input type="checkbox"/> Dual Enrollment		<input type="checkbox"/> Emerging Technologies -		
COMPLIANCE CATEGORIES				
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.
		<input type="checkbox"/> R – Reduce Program: Downsizing program.		<input type="checkbox"/> S/T - Suspend/ Terminate program.



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Back to School Night

BACKGROUND

The Eden Area ROP holds an annual back to school night for parents, family and friends to explore our programs at the Hayward Center campus. Teachers have students demonstrate and explain what they are learning in their program.

CURRENT SITUATION

Back to School Night was held virtually on October 6, 2021.

RECOMMENDATION

Information only



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: WASC Self Study Action Plan

BACKGROUND

The original purpose of accreditation in the United States was designed to encourage the standardization of secondary school programs, primarily to ensure for the benefit of colleges and universities that graduating students had mastered a particular body of knowledge. However, today the process developed by the Accrediting Commission for Schools, Western Association of Schools and Colleges (WASC), involves a dual purpose that continues the expectation that schools must be worthy of the trust placed in them to provide high quality learning opportunities, but with the added requirement that they clearly demonstrate that they are about the critical business of continual self-improvement.

CURRENT SITUATION

The current action plan is based on the results of over a yearlong self-study process in which we reviewed our current practices, identified what we are doing well and areas in which require additional focus. Based on these findings we identified five key issues and developed a plan to address the issues in the coming year. Staff will provide the Governing Board with an overview of the WASC self-study process and the action plan developed.

RECOMMENDATION

Information only

Key Issue:		1. Communication			
Goal:		Implement and maintain effective communication systems			
Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
1.1 Identify a learning management system that meets the unique needs of the ROP.	2021-2022 school year	SIS Task force	Meeting time and funding for system	Regular updates of progress at admin meetings	Final approval by Governing Board
1.2 Develop plan to utilize Office 365 applications to improve communication.	2021-2022 school year	Educational Services Department	Ed Services Department meetings time	Regular updates of progress at admin meetings	Presented to staff and implemented during staff PD times
1.3 Utilize social media to promote our business partners and the ROP.	Ongoing	Marketing and Website Specialist, Work Based Learning Team	Time and content submission	Annual calendar of strategic postings developed	Presented to the Governing Board
1.4 Develop a marketing campaign that communicates the benefits of the ROP to external stakeholders.	Ongoing	Educational Services Department (Marketing and Website Specialist as lead)	Staff time and funding from Educational Services Budget to implement activities	Campaign presentations to staff and stakeholders	Regular updates at admin meetings
1.5 Develop a CTE resource page on our website as a resource for our partner districts.	Fall 2021	Marketing and Website Specialist	Time and training	Report to supervisor, share at staff and stakeholder meetings as appropriate	Regular update at Ed Services meetings
1.6 Identify and purchase appropriate equipment to meet our technology needs in terms of communication.	Fall 2022	Technology Committee (Information Technology Specialist as the lead)	Committee meeting time, technology funding	Report to Supervisor	Present Technology plan to the Governing Board
1.7 Create a sharepoint site to share information among staff.	2021-2022	Admin Team, Information Technology Specialist	Time and training	Present to Staff	Staff meetings
1.8 Develop and implement a plan to refresh the website.	2021-2022	Marketing and Website Specialist	Training	Update Educational Services staff	Admin team meetings

Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
1.9 Regularly convene classified staff to discuss ROP happenings and issues.	Ongoing	Admin team	Meeting time	Agendas	Admin team meetings
1.10 Develop industry specific network to target and promote adult certifications and training.	Ongoing	Director of Adult Education	Meeting time and adult "completer" numbers	Employment of "completers" and data base of network by industry	Governing Board

Communications Rationale

1.1: Our unique needs and several data plans require a new Student Information System (SIS). Our old system, Socrates, was outdated and inadequate. We were promised significant improvements from AERIES and Orbund, but these systems did not meet our needs. We will convene a Student Information System team that will survey the available options and make recommendations for the best possible learning management system.

1.2: On the contrary, Office 365 proved to be a valuable resource, particularly during the COVID-19 pandemic. With a year of its use behind us, we want to explore its functions as a medium for improving our communication system, utilizing not only Teams for video conferencing, but other apps available in Office 365 that support collaboration, like Planner and Sharepoint.

1.3: During the past couple of years, we have made beginning efforts to utilize social media to promote our activities, particularly with our business partners. We will heighten our efforts here, in terms of the quality and quantity of information, as well as its timeliness. We will also evaluate the effectiveness of these efforts.

1.4: As a JPA and an elective site, EAROP invests significant resources into marketing our services to a variety of stakeholders. We have made strong progress here, but would benefit by identifying all the groups of our stakeholders, listing the current strategies we use for marketing, and engaging in a thorough gap analysis. The result of this work would be a comprehensive marketing plan.

1.5: As discussed throughout this report, the Eden Area ROP plays a CTE leadership role for its four partner school districts. There are initiatives and ongoing CTE needs that would benefit from a CTE resource page. Resources would include documents referring to CTE in general, CTEIG, Strong Workforce and Perkins. Timelines and due dates would help keep

partners on track with invoicing and reports. Additionally, our districts occasionally change key personnel, and this would aid in the training and transition process.

1.6: The pandemic taught us a valuable lesson in identifying and remaining current with technology as a communications tool. As part of the update to our technology plan, the team will work to identify the best ways to use technology to support communication.

1.7: The COVID-19 pandemic improved our use of technology to share information among staff. We will create a Sharepoint to communicate and archive vital information for staff.

1.8: At times, our website has become dated. A plan to refresh the website, including responsible employees, will ensure timely information.

1.9: There are times when classified employees have felt out of the loop on changing directions and ROP happenings. A classified-specific communication group would help us better communicate with these essential employees.

1.10: Our Adult Education program sees the benefits in communicating our services directly to industries who want additional training and certifications for their employees. An industry specific network would be an efficient strategy in marketing our services to interested stakeholders.

Key Issue:		2. Quality CTE Programs			
Goal:		Provide relevant, high quality, engaging programs			
Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
2.1 Provide opportunities for staff to share instructional practices among each other.	Ongoing	Educational Services Department	Time at monthly PD meetings	Meeting agendas	Updates at Admin meetings
2.2 Provide professional development for teachers regarding culturally relevant instructional strategies.	Ongoing	Educational Services Department	Professional Development Days, planning time, funding for a potential professional expert	Meeting agendas	Admin meetings, staff meetings
2.3 Identify appropriate use of technology needed to support student learning.	2021-2022	Technology Committee with Information Technology Specialist as the lead	Committee meeting time, funding for purchases	Meeting agendas	Governing Board Presentation
2.4 Apply for UC a-g weighted credit for courses that earn college credit.	2021-2022	Pathway Coordinator	Course Outlines, Articulation Agreements	Approval or denial of applications	Admin meetings, Governing Board
2.5 Focus on providing high impact work-based learning opportunities for students.	Ongoing	Work based learning team	Meeting time with teachers and business partners	Work Based Learning annual work plan	Educational Services, Staff meetings
2.6 Develop a networking unit for all CTE programs.	2022-2023	Networking task force	Meeting time to plan	Completed Unit	Presentation to staff
2.7 Explore the development of a hybrid CTE program for interested students.	2022-2023	Hybrid Learning Task Force	Meeting time to plan	Recommendation to proceed or not and next steps should we proceed	Staff meetings

Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
2.8 Develop a schedule for the updating and implementing of industry required curriculum and assessments for adult certifications.	2022-2023	Director of Adult Education	Meeting time with teachers and business partners to confirm appropriate curriculum and certifications	Updated calendar of estimated approval dates/years for curriculum and certificates	Admin meetings Governing Board

Quality CTE Programs Rationale

- 2.1: CTE instruction is complex, in that teachers provide instruction in knowledge, skills, and personal development. In order to model best practices, we will provide opportunities for our staff to share their best instructional strategies with each other, in peer-to-peer education.
- 2.2: In a diverse community, our instructors share a culture with only a percentage of their students. We will engage in professional development in culturally relevant instructional strategies to ensure that our teachers can best communicate and relate to their students.
- 2.3: During the pandemic, staff was able to identify technology that supported students' virtual learning. Moving forward, the technology team will identify and recommend technology that supports enhanced student learning during in-person instruction.
- 2.4: A game-changer for us has been articulated courses, where students can earn college credit through their CTE course. Similar to Advanced Placement, we see a weighted GPA (on a 5.0 scale) as another potential CTE incentive. Almost all of our courses have been approved by the UC system for a-g credit. The plan is to ask the UC system to designate our courses that have been approved by the community college system for college credit to be given the honors designation by the UC system. Once approved, we will approach our partner districts about counting our articulated courses for the weighted GPA status, just like AP classes.
- 2.5: High impact WBL opportunities involve the development of strategic partnerships with industry. These partners bring resources and contribute to the students' experiences in their pathways, as appropriate.

2.6: A key component to a student's success in any CTE pathway is understanding both the value and strategies of how to network effectively. We will develop a unit that teaches students how to network. This unit will be shared with all staff for use with their students.

2.7: The COVID-19 pandemic reinforced the need for and possible benefits of a hybrid program for students. As a means of better serving all potential students and expanding our services, we will explore the ways we might implement hybrid education, should state regulations allow.

2.8: In our programs, particularly Electrical, Dental, and Medical, there are industry standards, required curriculum and assessments that build to certifications. These standards evolve and change with time. We will develop a schedule that will help instructors cover and reinforce the required curriculum in order to better prepare our students for industry certifications.

Key Issue:	3. Systems Supporting Student Success
Goal:	Implement systems to ensure the success of every student

Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
3.1 Provide staff professional development regarding how to meet the social emotional needs of students.	Fall 2021	Educational Services Department	PD Time, online curriculum, and training for instructors	Agendas, Training completion	Admin meetings
3.2 Develop a system that enables the Eden Area ROP to become an anti-racist organization.	ongoing	Admin team	PD time, funding to support efforts	Agendas, contracts, updated policies, and procedures	Staff meetings, Admin meetings, Governing Board
3.3 Identify, implement, and expand systems to provide support services for students who are struggling academically.	Ongoing	Educational Services Department			
3.4 Expand the use of California Career Zone to support high school students.	2021-2022	Career Counselor	Career Zone program	Student interaction with the platform	Governing Board

Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
3.5 Expand employment data base and partnerships for business' looking to hire completers of adult programs.	Ongoing	Director of Adult Education	Outreach/Networking Student management system and database	Database of completers and employers by programs	Governing Board

Systems Supporting Student Success Rationale

3.1: Social emotional learning “is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop health identities, manage emotions, and achieve personal and collective goals, feel, and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.” (CASEL website) EAROP recognizes that better implementation of SELs will a) better connect instructors to students, b) enable students to better work in cooperative teams, and c) better prepare students for productive employment.

3.2: The Eden Area ROP has worked to eliminate bias and become an anti-racist organization. However, there is still work ahead to reach our goal. We recognize the existence and growth of racist behavior in our society and will strive to affirm the dignity of every person on our campus—student and staff alike.

3.3: Over the past two years, we have won three separate grants to support students who need additional assistance and are struggling academically. First, we need to fully implement these programs and learn lessons from their implementation. Second, we need to spread our learning and resources to the students beyond the grant's reach, ensuring that struggling EAROP students receive appropriate academic support.

3.4: This past year, EAROP transitioned its career exploration program to California CareerZone. Unfortunately, with COVID, our plans for implementation were diminished. We want to a) refine the lessons that we use with students, and b) bring these lessons to all of our students.

3.5: Adult education will develop a database that serves two functions. First, it will track businesses who employ our students as we develop direct pipelines to employers. Second, we will track where our students have gained employment, as a means of follow-up and program improvement.

Key Issue:	4. Funding
Goal:	Continue to pursue funding opportunities that support the mission of the ROP

Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
4.1 Continue to advocate for funding at the state level.	Ongoing	Superintendent	CAROC, JPA ROP Coalition	Funding levels	Admin, staff, and Governing Board meetings
4.2 Apply for grants that are aligned to the mission of the ROP.	Ongoing	Admin team	SWP, CTEIG and other annual grants	Grant deliverables	Funding source, Governing Board
4.3 Monitor revenue and expenditures to ensure the long-term financial stability of the organization.	Ongoing	Admin team	Program and department budgets	Purchasing procedures, budget planning and monitoring	3 times a year to the Governing Board
4.4 Build partnerships with Mid-Alameda County Consortium (MACC) to expand adult class locations.	Ongoing	Director of Adult Education	MACC meetings, planning time, and employment projections	Increase course offerings and locations	Admin meetings Governing Board

Funding Goals Rationale

4.1: Continuing to advocate for funding at the state level has several rationales. First, our advocacy is a natural offshoot of the leadership roles the Superintendent has played in CAROC and ACSA. Second, our advocacy work has informed us to upcoming legislation and funding opportunities, giving us a crucial insight about upcoming changes. Third and the most important reason, there is the opportunity to influence the direction of CTE at the state level.

4.2: Since our last WASC report, EAROP has been successful in applying for California Career Pathway Trust, Career Technical Education Incentive, Strong Workforce Program, and Workforce Investment and Opportunity Act grants, as well as partnering on other grants and winning other smaller grants. These successes have built critical capacity at EAROP and our partner districts. Additionally, these grants have reinforced our essential partnerships with our districts and Chabot College. We need to continue these efforts.

4.3: Over time, state funding ebbs and flows, but the one constant is to serve as responsible stewards of the taxpayers' funds. Fiscal solvency and clean audits are additional rewards. We will continue to focus our efforts on ensuring our long-term fiscal stability.

4.4: Adult Education sees the possibility of creating offsite courses (full and mini-courses) in other adult schools, employment agencies, and industry sites. Offsite courses have the potential to bring the Adult Education program into the community and expand our services.

Key Issue:	5. Data
Goal:	Use data to inform instructional practices and programmatic needs

Plan Steps	Timeline	Person(s) Responsible	Resources	Accountability	Report of Progress
5.1 Identify and purchase a Student Information System that meets our programmatic needs.	December 2021 for implementation in 22-23 school year	SIS task force	Meeting time	Board approval	Staff and admin meetings
5.2 Based on data, staff receive professional development and implement strategies to improve student achievement.	21-22 school year	Educational Services	Monthly PD meetings	Agendas, follow up data review	Annual review and needs assessment by Educational Services
5.3 Certificated staff implement procedures that gather, aggregate, and disaggregate student learning in ways to measure effective teaching and accomplishments of SLOs and MCS course content.	ongoing	teachers	PD and planning time	Shared with direct supervisor	Annual data review
5.4 Use student surveys and enrollment numbers to implement new practices and programs	Ongoing	Director of Adult Education	Student Information System Planning time	Surveys Enrollment Waitlists	Admin meeting Governing Board

Data Rationale

Many of our data goals from our previous WASC were dependent upon a new Student Information System which would serve as the software where we could both collect and analyze data. Our frustrations with Socrates, AERIES, and Orbund have been documented in this report. We rededicate ourselves to our data goals--to generate and assess more detailed information about student performance.

5.1: After we obtain a new SIS system (See Communication 1.1), our first step is in developing our baseline data and analyzing its results. Staff will need professional development on use of the new system, and we will need to monitor the consistency of its use.

5.2: With the baseline data in hand, we will analyze the data and decide upon the instructional strategies that will improve student achievement. We will provide teachers with professional development to ensure that they are skilled and confident with their new instructional tools.

5.3: Our next inquiry for data analysis will involve student assessment. How do instructors know that students have learned? We will collect data and assess how teachers measure student learning and implement improvement plans. Another data inquiry will involve the knowledge of the SLOs (Knowledge and Performance Anchor Standards) and the coverage of the Model Curriculum Standards. We will look at questions involving both breadth of knowledge (coverage) and student's depth of understanding (learning). The final and most critical inquiry will involve the disaggregation of data, with a focus upon equity and racial justice. We will work to assess and eliminate any student achievement gaps.

5.4: Adult Education needs to engage in a similar process as the regular education program, by assessing the quality of instruction, disaggregating data, and using that information to improve the instruction and assessment. This process begins by closely examining student surveys and enrollment numbers.



DATE: October 7, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: First Reading of Governing Board Policies, Administrative Regulations and Exhibit

BACKGROUND

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

CURRENT SITUATION

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

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

NUMBER	TYPE	TITLE	STATUS
1113	Exhibit	District and School Web sites	New
1312.3	Policy	Uniform Complaint Procedures	Replaced
1312.3	Regulation	Uniform Complaint Procedures	Replaced
1312.4	Regulation	Williams Uniform Complaint Procedures	Replaced
1313	Policy	Civility	New
6115	Policy	Ceremonies and Observances	New
6115	Regulation	Ceremonies and Observances	Replaced
6161.1	Policy	Selection and Evaluation of Instructional Materials	Replaced

RECOMMENDATION

Information only

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE

Materials to Prominently Display

The district herein after referred to as the Eden Area Regional Occupational Program (Eden Area ROP) unless otherwise noted or when referring to any of our member districts.

The following must be posted in a prominent location on the Eden Area ROP's web site, such as on the home page when required by law:

1. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the Eden Area ROP's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
2. The Eden Area ROP's policy on student suicide prevention (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
3. 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 (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
4. The Eden Area ROP's policy on preventing and responding to hate violence, if the Eden Area ROP has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
5. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
6. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the Eden Area ROP under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 118

106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.

7. 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 (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.

Other Postings

The following materials are also required to be posted on the Eden Area ROP web site. However, there are no specific requirements related to where they are posted on the web site.

1. The Eden Area ROP's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
2. Training materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.
3. The section(s) of the Eden Area ROP's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on Eden Area ROP's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
4. The Eden Area ROP's integrated pest management plan, whenever the Center chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the Eden Area ROP's web site. See AR 3514.2 Integrated Pest Management.
5. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the Eden Area ROP's web site.) In addition, if a school loses its WASC or other agency's accreditation, the Eden Area ROP shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

Policy 1312.3: Uniform Complaint Procedures**Status:** DRAFT**Original Adopted Date:** 03/05/2020

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 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. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8498)
7. Compensatory education (Education Code 54400)
8. 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 the 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)
9. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
10. Migrant education (Education Code 54440-54445)
11. Student fees (Education Code 49010-49013)
12. Reasonable accommodations to a lactating student (Education Code 222)
13. Regional occupational centers and programs (Education Code 52300-52334.7)
14. School safety plans (Education Code 32280-32289)
15. 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
16. 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 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.
4. 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, or a due process hearing order 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)
5. 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)

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

State References

2 CCR 11023

5 CCR 15580-15584

Description

Harassment and discrimination prevention and correction - <https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==>

Child nutrition programs complaint procedures

5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==
Ed. Code 18100-18203	School libraries
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32280-32289	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices in language other than English
Ed. Code 49010-49014	Student fees
Ed. code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Interstate Compact on Educational Opportunity for Military Children
Ed. Code 51210	Courses of study grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52616.24	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8498	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Nondiscrimination in programs or activities funded by state

Gov. Code 11135
 Gov. Code 12900-12996
 H&S Code 1596.792
 H&S Code 1596.7925
 Pen. Code 422.55
 Pen. Code 422.6

Federal References

20 USC 1221
 20 USC 1232g
 20 USC 1681-1688
 20 USC 6301-6576
 20 USC 6801-7014
 28 CFR 35.107
 29 USC 794
 34 CFR 100.3
 34 CFR 104.7
 34 CFR 106.1-106.82
 34 CFR 106.8
 34 CFR 106.9
 34 CFR 110.25
 34 CFR 99.1-99.67
 42 USC 11431-11435
 42 USC 12101-12213
 42 USC 2000d-2000e-17
 42 USC 2000h-2-2000h-6
 42 USC 6101-6107

Management Resources References

California Department of Education Publication
 California Department of Education Publication
 U.S. DOE, Office For Civil Rights Publication
 U.S. DOE, Office For Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOJ Publication
 Website

Discrimination -
<https://simbli.eboardsolutions.com/SU/PcUFWMcCJnzBrKAL0EtQ==>
 Fair Employment and Housing Act
 California Child Day Care Act; general provisions and definitions
 California Child Day Care Act; health and safety regulations
 Definition of hate crime
 Civil rights; crimes

Description

Application of laws
 Family Educational Rights and Privacy Act (FERPA) of 1974
 Title IX of the Education Amendments of 1972
 Title I Improving the Academic Achievement of the Disadvantaged
 Title III language instruction for limited English proficient and immigrant students
 Nondiscrimination on basis of disability; complaints
 Rehabilitation Act of 1973, Section 504
 Prohibition of discrimination on basis of race, color or national origin
 Designation of responsible employee for Section 504
 Nondiscrimination on the basis of sex in education programs
 Designation of responsible employee for Title IX
 Notification of nondiscrimination on basis of sex
 Notification of nondiscrimination on the basis of age
 Family Educational Rights and Privacy Act
 McKinney-Vento Homeless Assistance Act
 Title II equal opportunity for individuals with disabilities
 Title VI and Title VII Civil Rights Act of 1964, as amended
 Title IX of the Civil Rights Act of 1964
 Age Discrimination Act of 1975

Description

Uniform Complaint Procedure 2020-21 Program Instrument
 Sample UCP Board Policies and Procedures
 Dear Colleague Letter, September 22, 2017
 Dear Colleague Letter: Title IX Coordinators, April 2015
 Dear Colleague Letter: Harassment and Bullying, October 2010
 Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
 Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002
 U.S. Department of Justice -
<https://simbli.eboardsolutions.com/SU/BPwrkTmFhG0SXt3hKCVuBw==>

Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References

Description

0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/e71MVNX06aDGjvR9BJrH0Q==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/BqsTTEay3qjmfO4iSU7slshvA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/qZV7Uq0UTa6fu4JQDmEslsh5g==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/XYF8itC2cfEX1xwveUJLDCQ==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/r97Rsu8M6iVBGFQk72Bvplusg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lozntKyUEVTuEwcqK7gFTw==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vAN6YBtFhu4n57iYVTCEPA==
1312.4-E(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/VFSWz7BTK4slshMqMdJvAsMplusw==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GBmLyqzfcSckfJHelqrNEQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/zPs9HLtshlppqbH6809dB9Ew==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/tA8Nrmx4fwhdPnt5IEP14w==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/6Cx1vmlZzL4v17kBX0UMmQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/DEDQMTcIL2LReSslshUbwCFuA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIZ40DSa1c7mTns8w==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/XNvDKoMKzeSET7e8lu7odQ==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/4iB9yzVMSD28thd0bsVO5A==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/b2kd8gTslshr11dls6OdyxU4g==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/eF8CtslshRzbmrzVc4fT29FNg==
4119.11-E(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/lrz2uTslshpluso3l8ZiJCD1P9ag==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/gS6nQM3taplus7KNq7ROsEJdQ==

4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tslshXyXIjvP6B6ft5plusnng==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/p907xTHB0BRLxoplusxBqeAzw==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/QjZchBHjlo4MPVRpFGJCrA==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/slshiMtmDG5HwlomoOxm8JnSQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4gkr2olplus5nNrAYmUovOIGA==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/IRPC1EalM3FZbpiYMgcFdg==
4219.11-E(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/NJQ9zeDb7z4szUebtw9EjQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/UnlzMtjoly0fkBOcG4ZrMg==
4244	Complaints - https://simbli.eboardsolutions.com/SU/aQNldGubKpluslpfZH0rpluskBQQ==
4244	Complaints - https://simbli.eboardsolutions.com/SU/Ojld2dnxGJxwG6RsewdNg==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/jjOvCL3R0BsishFhOudlvslshXEA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/10wlsSqx3Y703oUH6Lu9Bg==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/XVplusMxO8wF45tCXAdqo0wWg==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/AXmklsishE6ESRtrrr2slIpOw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/RNPrp89iWr75pMkO30qU4A==
4319.11-E(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LpTkpE99iM5uqkEdplusGiAoA==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/FEDeJMdGgJmuugihzeFErA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348osishRcw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/81isishPFcSeJaoFtslshzpmvsRg==
4344	Complaints - https://simbli.eboardsolutions.com/SU/EpF4T2e1sCscykW5uttqlw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QlsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/wdXKiPstB2P6JfsSrlNglg==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/nKXslshbqgJyyDvAupl0BVblQ==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/urpjwWVuu9UaXbjXiYKMAw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/7STRMkdHP8yGDLmNZZZTw==

5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/kCgXddEBjkjf9hFwJDlhUw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/r6p8cTTa0frJGNZkRU58IA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/KVzyk1B2oqZCSfZin1Rgdw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/k7xFTZvOPpi977gdgTbxvA==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/PueKjozLssXslshPISDP0PuoQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/VRKrIMnKplusJ7zJ6slshslshg7zylQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/UQX96fxRaaUxplus1yWrFeH0w==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4hsSCpmzggBRzyCdRgcBmA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/FbLCvCot44XBu1Vz7xwzdA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/5NoldBcHwFoPG5SXOYovKw==
6178.1	Work-Based Learning - https://simbli.eboardsolutions.com/SU/cx09lvoiKmDu69FhPQToow==
6178.1	Work-Based Learning - https://simbli.eboardsolutions.com/SU/GVslshTRdIRBkNoSFjBOVDBXg==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusFernMK4TDjaWmZ9vAOBbw==
9012	Board Member Electronic Communications - https://simbli.eboardsolutions.com/SU/FEannZ2vISznoFWOG1sbNw==
9124	Attorney - https://simbli.eboardsolutions.com/SU/SCAmkZbczLQXtdc2JZUDkg==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/lplusspjGanwlwaeN2Z1XBiMA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/PplusdNMSVOXcjS490DMe4c0w==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/Ghjg3tjvplumGe9joApcsNig==

Regulation 1312.3: Uniform Complaint Procedures

Status: DRAFT

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

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)

ealvite@edenrop.org
(email)

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

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

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

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

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

Notifications

The Eden Area ROP's UCP policy and administrative regulation shall be posted at the Center, including staff lounges and student government meeting rooms. (Education Code 234.1)

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

The notice shall include:

1. A statement that the Eden Area ROP is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the Eden Area ROP's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint
7. A statement that 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
8. 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
9. 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
10. 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.

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 4630)
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 compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the Eden Area ROP's receipt of the complaint. (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. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.

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, shall be sent the Eden Area ROP's investigation report, 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 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 seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

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

school policies; or school climate surveys.

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

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

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

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

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

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

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

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

For complaints alleging noncompliance with the law regarding student fees, the Eden Area ROP, by engaging in reasonable efforts, shall attempt in good faith to identify and fully reimburse all affected students and

parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

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

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

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

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

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

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

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

State References

2 CCR 11023

5 CCR 15580-15584

5 CCR 3200-3205

Description

Harassment and discrimination prevention and correction -
<https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==>

Child nutrition programs complaint procedures

Special education compliance complaints

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==
Ed. Code 18100-18203	School libraries
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32280-32289	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices in language other than English
Ed. Code 49010-49014	Student fees
Ed. code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Interstate Compact on Educational Opportunity for Military Children
Ed. Code 51210	Courses of study grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52616.24	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8498	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Gov. Code 11135	Discrimination - https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtFQ==

Gov. Code 12900-12996
H&S Code 1596.792
H&S Code 1596.7925
Pen. Code 422.55
Pen. Code 422.6

Federal References

20 USC 1221
20 USC 1232g
20 USC 1681-1688
20 USC 6301-6576
20 USC 6801-7014
28 CFR 35.107
29 USC 794
34 CFR 100.3
34 CFR 104.7
34 CFR 106.1-106.82
34 CFR 106.8
34 CFR 106.9
34 CFR 110.25
34 CFR 99.1-99.67
42 USC 11431-11435
42 USC 12101-12213
42 USC 2000d-2000e-17
42 USC 2000h-2-2000h-6
42 USC 6101-6107

Management Resources References

California Department of Education Publication
California Department of Education Publication
U.S. DOE, Office For Civil Rights Publication
U.S. DOE, Office For Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOE, Office for Civil Rights Publication
U.S. DOJ Publication
Website
Website

Fair Employment and Housing Act
California Child Day Care Act; general provisions and definitions
California Child Day Care Act; health and safety regulations
Definition of hate crime
Civil rights; crimes

Description

Application of laws
Family Educational Rights and Privacy Act (FERPA) of 1974
Title IX of the Education Amendments of 1972
Title I Improving the Academic Achievement of the Disadvantaged
Title III language instruction for limited English proficient and immigrant students
Nondiscrimination on basis of disability; complaints
Rehabilitation Act of 1973, Section 504
Prohibition of discrimination on basis of race, color or national origin
Designation of responsible employee for Section 504
Nondiscrimination on the basis of sex in education programs
Designation of responsible employee for Title IX
Notification of nondiscrimination on basis of sex
Notification of nondiscrimination on the basis of age
Family Educational Rights and Privacy Act
McKinney-Vento Homeless Assistance Act
Title II equal opportunity for individuals with disabilities
Title VI and Title VII Civil Rights Act of 1964, as amended
Title IX of the Civil Rights Act of 1964
Age Discrimination Act of 1975

Description

Uniform Complaint Procedure 2020-21 Program Instrument
Sample UCP Board Policies and Procedures
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002
U.S. Department of Justice -
<https://simbli.eboardsolutions.com/SU/BPwrkTmFhG0SXt3hKCVuBw==>
California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References

Description

0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/e71MVNX06aDGjvR9BJrH0Q==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/BqsTTEay3qjmfO4iSU7slshvA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/qZV7Uq0UTa6fu4JQDmEslsh5g==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/XYF8itC2cfEX1xwveULDCQ==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/r97Rsu8M6iVBGFQk72Bvplusg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lozntKyUEVTuEwcqK7gFTw==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vAN6YBtFhu4n57iYVTCEPA==
1312.4-E(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/VFSWz7BTK4slshMqMdJvAsMplusw==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GBmLyqzfzSCkfJHelqrNEQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/zPs9HLtshlshppqbH6809dB9Ew==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/tA8NrnX4fwhdPnt5IFP14w==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/6Cx1vmlZzL4v17kBX0UMmQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/DEDQMTcIL2LReSslshUbwCFuA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrIz40DSa1c7mTns8w==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/XNvDKoMKzeSET7e8lu7odQ==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/4iB9yzVMsD28thd0bsVO5A==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/b2kd8gTslshr11dls6OdyxU4g==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/eF8CtslshRzbmrzVc4fT29FNg==
4119.11-E(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/lrz2uTslshpluso3l8ZiJCD1P9ag==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/gS6nQM3taplus7KNq7ROsEJdQ==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tshXyXIJvP6Bft5plusnng==

4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/p907xTHB0BRLxoplusxBqeAzw==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/QjZchBHjlo4MPVRpFGJCrA==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/slshiMtmDG5HwlomoOxm8JnSQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4gkr2olplus5nNrAYmUovOIGA==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/IRPC1EalM3FZbpiYMgcFdg==
4219.11-E(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/NJQ9zeDb7z4szUebtw9EjQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/UnlzMtjoly0fkBOcG4ZrMg==
4244	Complaints - https://simbli.eboardsolutions.com/SU/aQNldGubKpluslpfZH0rpluskBQQ==
4244	Complaints - https://simbli.eboardsolutions.com/SU/Ojld2dnxGJxfwG6RsewdNg==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/jjOvCL3R0BslshFhOudlvslshXEA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/10wlsSqx3Y703oUH6Lu9Bg==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/XVplusMxO8wF45tCXAdqo0wWg==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/AXmklsishE6ESRtrrr2slpOw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/RNPrp89iWr75pMkO30qU4A==
4319.11-E(1)	Sexual Harassment - https://simbli.eboardsolutions.com/SU/LpTkpE99iM5uqkEdplusGiAoA==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/FEDeJMdGgJmuugihzeFErA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348oslsHRCw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/81islsHPFcSeJaoFtslsHzpmvsRg==
4344	Complaints - https://simbli.eboardsolutions.com/SU/EpF4T2e1sCscykw5uttqlw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QlsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/wdXKiPstB2P6JfsSrlNglg==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/nKXslshbqgJyyDvAupl0BVblQ==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/urpjwWVuu9UaXbjXiYKMAw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/7STRMkdHP8yGDLmNZ7ZZTw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/kCgXddEBjkjf9hFwJDlhUw==

5144	Discipline - https://simbli.eboardsolutions.com/SU/r6p8cTTa0frJGNZkRU58IA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/KVzv1B2oqZCSfZin1Rgdw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/k7xfTZvOPpi977gdgTbxvA==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/PueKjozLssXslshPISDP0PuoQ==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/VRKrlMnKplusJ7zJ6slshslshg7zylQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/UQX96fxRaaUxplus1yWrFeH0w==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4hsSCpmzggBRzyCdRgcBmA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/EbLCvCOt44XBu1Vz7xwzdA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/5NoldBcHwFoPG5SXOYovKw==
6178.1	Work-Based Learning - https://simbli.eboardsolutions.com/SU/cx09lvoiKmDu69FhPQTtoow==
6178.1	Work-Based Learning - https://simbli.eboardsolutions.com/SU/GVslshTRdlRBkNoSFjBOVDBXg==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusFernMK4TDjaWmZ9vAOBbw==
9012	Board Member Electronic Communications - https://simbli.eboardsolutions.com/SU/FEannZ2vISznoFWOG1sbNw==
9124	Attorney - https://simbli.eboardsolutions.com/SU/SCAmkZbczLQXtdc2JZUDkg==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/lplusspjGanwlwaeN2Z1XBiMA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/PplusdNMSVOXcjS490DMe4c0w==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/Gh3tjyplumGe9joApcsNig==

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: DRAFT

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

Types of Complaints

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

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or Eden Area ROP-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

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

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

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

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

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

35292.5.

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

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

Forms and Notices

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

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

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

Filing of Complaint

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

Investigation and Response

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

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

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

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

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

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

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

Reports

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

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

State References

5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 17592.72	Urgent or emergency repairs, School Facility Emergency Repair Account
Ed. Code 234.1	Prohibition of discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms, maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal References

20 USC 6314	Title I schoolwide program
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Management Resources References

Website	State Allocation Board, Office of Public School Construction - https://simbli.eboardsolutions.com/SU/UxUcDGuszWNedr16Dp8wuQ==
Website	California Department of Education, Williams Case - https://simbli.eboardsolutions.com/SU/IgEokvl5m4hnKA9yXFZS8A==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/r97Rsu8M6iVBGFQk72Bvplusg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lozntKyUEVTuEwcqK7gFTw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/mtFPT6splusatps9s1X9nZbVg==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/47Gs6oi9dRXOVAAl8xui5A==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/W6rvYg4mauU6zHehPSApOQ==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/mZ8rRymslshsSyzN2Un5g288w==

3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/ITSnzs2NarKOslshSNwHA8fCg==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/zY8DG5z4nD9CDQrTO6xVUA==
3514.2	Integrated Pest Management - https://simbli.eboardsolutions.com/SU/zLBELNz0oqwFZ1DBltoVdQ==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/00ko2OZRvFNf81Y4pxWAQQ==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/N3Bs1UMslshANAV8zGjSOSvsA==
4113	Assignment - https://simbli.eboardsolutions.com/SU/2NyBDtlcuASmbA3yRmjyQA==
4144	Complaints - https://simbli.eboardsolutions.com/SU/jMJUWhbRaLqEmvhJ3ML13A==
4144	Complaints - https://simbli.eboardsolutions.com/SU/fMozsLcU1XQD2tEvplusln9w==
4244	Complaints - https://simbli.eboardsolutions.com/SU/aQNldGubKpluslpfZH0rpluskBQQ==
4244	Complaints - https://simbli.eboardsolutions.com/SU/Ojld2dnxGJxfwG6RsewdNg==
4344	Complaints - https://simbli.eboardsolutions.com/SU/81islshPFcSeJaoFtslshzpmvsRg==
4344	Complaints - https://simbli.eboardsolutions.com/SU/EpF4T2e1sCscykW5uttqlw==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/EW5evOz1h3VphPMF2ME5EA==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/SkkFBGCN5V16LJELR6X0xw==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/j3FIKhXlnfxslshlpyJ8myMcw==
9012	Board Member Electronic Communications - https://simbli.eboardsolutions.com/SU/FEannZ2vISznoFWOG1sbNw==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/lplusspjGanwlwaeN2Z1XBiMA==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/Ghjg3tjvplusmGe9joApcsNig==

Policy 1313: Civility

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes the impact that civility has on the effective operation of the Eden Area Regional Occupational Program (Eden Area ROP), including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on Eden Area ROP grounds, in Eden Area ROP facilities, during Eden Area ROP activities or events, and in the use of Eden Area ROP electronic/digital systems and platforms.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and Eden Area ROP staff shall model civil behavior as an example of behavior that is expected throughout the Eden Area ROP. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in Eden Area ROP policies and regulations.

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of Eden Area ROP operations, the educational program, or any other Eden Area ROP program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in Eden Area ROP policy and regulations.

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

State References

Description

CA Constitution Article 1, Section 2

Freedom of speech and expression -
[https://simbli.eboardsolutions.com/SU/vSxJBja0lq0CDQ\\$0OaxOsQ==](https://simbli.eboardsolutions.com/SU/vSxJBja0lq0CDQ$0OaxOsQ==)

CA Constitution Article 1, Section 28(c)

Right to Safe Schools -
<https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==>

Civ. Code 51.7

Freedom from violence or intimidation -
<https://simbli.eboardsolutions.com/SU/biK5w5xHjaslshApluscWXhrJ7ZQ==>

Ed. Code 200-264

Educational equity

Ed. Code 32210

Willful disturbance of public school or meeting

Ed. Code 32211

Threatened disruption or interference with classes

Ed. Code 32212

Classroom interruptions

Ed. Code 32280-32289.5

Comprehensive safety plan

Ed. Code 35181	Governing board authority to set policy on responsibilities of students
Ed. Code 35291-35291.5	Rules
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44810	Willful interference with classroom conduct
Ed. Code 44811	Disruption of classwork or extracurricular activities
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 49330-49335	Injurious objects
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54957.9	Disorderly conduct of general public during meeting; clearing of room
Pen. Code 243.5	Assault or battery on school property
Pen. Code 415.5	Disturbance of peace of school
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes
Pen. Code 626-626.11	School crimes
Pen. Code 627-627.10	Access to school premises
Pen. Code 653.2	Electronic communication devices, threats to safety
Pen. Code 653b	Loitering about schools or public places

Federal References

U.S. Constitution

Description

Amendment 1, Freedom of speech and expression

Management Resources References

California Department of Education Publication
California Department of Education Publication
Commission on Teacher Credentialing Publication
Court Decision
Court Decision
Court Decision
Court Decision
CSBA Publication
CSBA Publication
Nat'l Policy Board For Educational Administration
Website
Website
Website
Website

Description

California's Social and Emotional Learning: Guiding Principles, 2018
Social and Emotional Learning in California: A Guide to Resources, 2018
California Professional Standards for Educational Leaders, February 2014
Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562
City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Professional Governance Standards for School Boards
Superintendent Governance Standards
Professional Standards for Educational Leaders, October 2015
National Policy Board for Educational Administration - <https://simbli.eboardsolutions.com/SU/GPslshkam3pWnYNsfBf6iWslshmq==>
National School Safety Center - <https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXplMccKw==>
Center for Safe and Responsible Internet Use - <https://simbli.eboardsolutions.com/SU/SYNvZCFDU9rOyHBP2bWINA==>
California Office of the Attorney General - <https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==>

Website	National Council for the Social Studies - https://simbli.eboardsolutions.com/SU/3cNbElvx93Aslshf4rspplusG6gA==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNiqRUuIsaq7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Website	U.S. Equal Employment Opportunity Commission - https://simbli.eboardsolutions.com/SU/vWZpgy5hWTz73t9BVEDPpA==

Policy 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes the importance of having students observe holidays, celebrate events of cultural or historical significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, staff shall provide students with appropriate commemorative exercises so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

The Eden Area Regional Occupational Program (Eden Area ROP) shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

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

State References

Ed. Code 37220-37222.20

Ed. Code 44015.1

Ed. Code 45203

Ed. Code 45460

Ed. Code 52720-52730

Gov. Code 3540-3549.3

Gov. Code 430-439

Description

Holidays and commemorative events

Week of the School Administrator

Paid holidays

Classified School Employee Week

Patriotic exercises and instruction

Public education employer-employee relations

Display of flags

Federal References

36 USC 106

36 USC 106

4 USC 6

4 USC 7

Description

Note Educational program on the U.S. Constitution

Constitution Day and Citizenship Day

Time and occasion for display of flag

Position and manner of display of flag

Management Resources References

Court Decision

Court Decision

Website

Website

Description

Newdow v. Rio Linda Union School District, 597 F.3d 1007, 1012 (9th Cir. 2010)

West Virginia State Board of Education et al v. Barnette et al, (1943) 319 U.S. 624

California Department of Education, History/Social Science Instructional Materials - <https://simbli.eboardsolutions.com/SU/mmKB0bZ6paV8oCNRgx6UVw==>

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

Cross References

4156.2

4256.2

Description

Awards And Recognition - <https://simbli.eboardsolutions.com/SU/Naa9IvQvslsh1HplusXbrTvTplusplusA==>

Awards And Recognition - <https://simbli.eboardsolutions.com/SU/OhrmE2ad3eNroZOYUjplusplus3hg==>

4356.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/9WIDT0TTQSiKIkKkulljXA==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/HhDo4cNavW4slshgaGQTT4H6Q==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/6z05MnoFkdc7gpzgDslsh2Ybw==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/KUXLptrESajf2Nuplusf8v4LQ==
6145.8	Assemblies And Special Events - https://simbli.eboardsolutions.com/SU/wuljQpluspRD4e389113cmWOw==

Regulation 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 06/05/2020

Holidays

The Eden Area Regional Occupational (Eden Area ROP) shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth-Third Friday in June

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, the Eden Area ROP will be closed on the day after Thanksgiving and December 24th.

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of the Eden Area ROP. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress

5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

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

State References

Ed. Code 37220-37222.20	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Description

Federal References

36 USC 106	Note Educational program on the U.S. Constitution
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag

Description

Management Resources References

Court Decision	Newdow v. Rio Linda Union School District, 597 F.3d 1007, 1012 (9th Cir. 2010)
Court Decision	West Virginia State Board of Education et al v. Barnette et al, (1943) 319 U.S. 624
Website	California Department of Education, History/Social Science Instructional Materials - https://simbli.eboardsolutions.com/SU/mmKB0bZ6paV8oCNRgx6UVw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Description

Cross References

4156.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/Naa9lvQvslsh1HplusXbrTvTpluscyA==
4256.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/OhrmE2ad3eNroZOYUjplus3hg==
4356.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/9WIDT0TTQSiKIkKkulLjXA==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/HhDo4cNavW4slshgaGQTT4H6Q==

Description

- 6141.2 Recognition Of Religious Beliefs And Customs -
<https://simbli.eboardsolutions.com/SU/6z05MnoFkdc7gpzgDslsh2Ybw==>
- 6141.2 Recognition Of Religious Beliefs And Customs -
<https://simbli.eboardsolutions.com/SU/KUXLptrESajf2Nuplusf8v4LQ==>
- 6145.8 Assemblies And Special Events -
<https://simbli.eboardsolutions.com/SU/wuljQpluspRD4e389113cmWOw==>

Policy 6161.1: Selection And Evaluation Of Instructional Materials

Status: DRAFT

Original Adopted Date: 06/05/2020

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

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

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

Complaints

Complaints concerning instructional materials shall be handled in accordance with BP/AR 1312.2 - Complaints Concerning Instructional Materials or AR 1312.4 - Williams Uniform Complaint Procedures, as applicable

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

State References

Description

5 CCR 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools, duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 220	Prohibition of discrimination
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 49415	Maximum textbook weight
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials, legislative intent
Ed. Code 60010	Instructional materials, definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts (re instructional materials)
Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60200-60210	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60350-60352	Core reading program instructional materials

Ed. Code 60400-60411	Instructional materials, high schools
Ed. Code 60510-60511	Donation for sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60605.86-60605.88	Supplemental instructional materials aligned with Common Core State Standards

Management Resources References

	Description
California Department of Education Publication	Instructional Materials FAQ
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	Association of American Publishers - https://simbli.eboardsolutions.com/SU/OLNs7BgkkFnc0fTaR9NYZA==
Website	California Academic Content Standards Commission, Common Core State Standards - https://simbli.eboardsolutions.com/SU/kUpiEw45kJuY7UklWSDzSA==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

	Description
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/ugBqpXslshQ6mvnMCly7aYRhQ==
0415	Equity - https://simbli.eboardsolutions.com/SU/dcWsf6AeslshL8JWHgerrR08Q==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/vAN6YBtFhu4n57iYVTCEPA==
1312.4-E(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/VFSWz7BTK4slshMqMdJvAsMplusw==
1325	Advertising And Promotion - https://simbli.eboardsolutions.com/SU/m4FVJGQMLuD3b1XlptEqg==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/mZ8rRymslshsSyzN2Un5g288w==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/ITSnzs2NarKOsIshSNwHA8fCg==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/NkGQICc4slshQsdCmiNwFpF7A==
3311	Bids - https://simbli.eboardsolutions.com/SU/TWF1r95m6dNmbNGDd2DuLw==
3311	Bids - https://simbli.eboardsolutions.com/SU/kSolhGYAYslshKnCwjX0Jkbzw==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/l17IzduMHKo8put7kPOplusplusQ==
4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/YylaMaEJnPdpqS7Ci4F0w==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348osIshRcw==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/J4cartGrEslshslsh5HVFg1LREA==

5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/ZHUsIshmk3JPNnIMABElc3h6Q==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/MTPLQkGLMGE194ImkZnJXQ==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/fkPYjKSeWgdHBezNZ2ZcSw==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/hPSNzLmNwRGOGLo0TLZ3Ww==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/gvILvxQygezatRplusXrmdxA==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/PNE3zaoxi3vI9FPnZKmb6Q==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/GplusnHrHzslshRh47slshK4RUllkMQ==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/Oz2i9UTj1EsuY4wEZ94llg==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/j3FIKhXInfxslshlpyJ8myMcw==
6162.6	Use Of Copyrighted Materials - https://simbli.eboardsolutions.com/SU/KGOZjgIkMPmOrvAslshEI88rQ==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/XESlshllMm5WBsL3j9ebjkWiQ==
9270	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/1LgN9SnEesJg90dZuXVKpw==
9270-E(1)	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/9GT6YEIRywwZpzeplus2smk5w==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/GhJg3tjvplumGe9joApcsNig==