



GOVERNING BOARD MEETING AGENDA

Thursday, September 3, 2015

5:30 pm

Location:

26316 Hesperian Blvd.
Hayward, CA 94545

Website:

www.edenrop.org

Phone Numbers:

(510) 293-2971
Fax (510) 293-8225



Governing Board Members

Gary Howard, President
Ron Carey , Vice President
Lisa Brunner, Member
Penny Peck, Member

Castro Valley Unified School District
San Leandro Unified School District
Hayward Unified School District
San Lorenzo Unified School District

Mission Statement

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

Copies of this agenda are available upon request



Regular Meeting of the ROP Governing Board
Eden Area ROP Board Room
26316 Hesperian Blvd., Hayward, CA 94545

Date: Thursday, September 3, 2015
Time: 5:30 p.m.

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.

Visitors wishing to address the Governing Board are asked to complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's Administrative Secretary. Any member of the audience may speak on any agenda item by following this process, or upon recognition by the Chairperson 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 "Other Business" 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. CONSENT CALENDAR**

Action by the 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.

Page 2 – Agenda for the September 3, 2015 Regular Meeting of the ROP Governing Board

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of August 6, 2015 (pages 4-8)
- B. Request the Governing Board to approve the Bill Warrants (pages 9-12)
- C. Request the Governing Board to approve the Personnel Action Items (pages 13-14)
- D. Request the Governing Board to approve the Contract with the DSP Training Proctor (Abraham Hill) for the 2015-2016 School Year (pages 15-20)
- E. Request the Governing Board to approve the MOU with Alameda Office of Education Network for Connection Services for Fiscal Year 2015 -2016 (pages 21-28)
- F. Request the Governing Board to approve the MOU with CRY-ROP for CTE Teach for the 2015-2016 School Year (pages 29-34)
- G. Request the Governing Board to approve the Contract with Barracuda Networks, Inc. for the Fiscal Year 2015-2016 (pages 35-41)
- H. Request the Governing Board to approve the MOUs for California Career Pathways Trust Grant with Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts and Chabot College (pages 42-217)

VII. INFORMATION ITEMS

- A. Recognition of Outstanding Business Person of the Year (page 218)
- B. CDE Course Review-Graphics Pathway (pages 219-221)
- C. Opening of School for the 2015-2016 School Year (page 222)
- D. Stride Academy (page 223)
- E. Dates for the Sophomore Tours and the Student Award Ceremony (page 224)
- F. Eden Area ROP Service Awards (page 225)

VIII. ACTION ITEMS

- A. Request the Governing Board to approve the 2014-2015 Unaudited Actual Income and Expenditure Report (page 226)
- B. Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2014-2015 School Year (pages 227-228)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XI. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent and Goals (Government Code Sec. 54957)

XII. Reconvene to Open Session

- A. Report Actions Taken by the Governing Board in Closed Session

XIII. Adjournment

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
August 6, 2015**

I. Call to Order

Trustee Gary Howard called the meeting to order at 5:30 p.m. on Thursday, August 6, 2015 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Roll was called by Gabriela Juarez, Administrative Assistant.

Eden Area ROP Governing Board Present:

Gary Howard, President	Castro Valley USD
Ron Carey, Vice-President	San Leandro USD
Lisa Brunner, Member	Hayward USD
Helen Randall, Alternate	San Lorenzo USD

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Craig Lang	Director
Sheila Lawrence	Assistant Director of Off-site Programs
Stefanie Bradshaw	Assistant Director of Adult Programs
Marites Fermin	Business Manager

ROP Staff in Attendance:

Gabriela Juarez	Superintendent's Administrative Assistant
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III. Pledge of Allegiance

Sheila Lawrence led the Pledge of Allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Ron Carey moved to approve the agenda as written. Trustee Lisa Brunner, seconded the motion. By the following vote, the agenda was approved with changes.

AYES:	4 (Brunner, Carey, Howard, Randall)
NOES:	0
ABSTAIN:	0
ABSENT:	0

VI. Consent Calendar

Trustee Ron Carey moved to approve the Consent Agenda items as follows.

- A. Approve the Minutes of the Regular Governing Board Meeting of June 4, 2015
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- E. Approve the DECA Overnight Field Trips for the 2015-2016 School Year
- F. Approve the SkillsUSA Overnight Field Trips for the 2015-2016 School Year
- G. Approve the Contract with Castro Valley Unified School District for Student Transportation for Fiscal Year 2015-2016
- H. Approve the Contract with Hayward Unified School District for Student Transportation for Fiscal Year 2015-2016
- I. Approve the Agreement with Fresno County Office of Education to Provide Direct Support Professional Training (DSPT)
- J. Approve the Contract with the DSP Training Proctor (Cindy Christovale) for the 2015-2016 School Year
- K. Approve the MOU with Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhood Program
- L. Approve the Title changes
- M. Approve the Revised 2015-2016 School Calendar
- N. Approve the Contract with Cal bay Construction Inc. for C Building Modernization

Trustee Lisa Brunner seconded the motion.

AYES: 4 (Brunner, Carey, Howard, Randall)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VII. Information Items

A. SkillsUSA National Competition

Craig Lang, Director, reported that seven Eden Area ROP students competed in the National SkillsUSA competition, held in Louisville, Kentucky on June 22-26, 2015. Mr. Lang shared that all 7 students placed at the competition. Two of the seven placed 2nd in the criminal justice competitions.

VIII. Action Items

A. Request the Governing Board to approve the Administrative Personnel as Competent to Evaluate Certificated Staff

Upon review of and a motion by Trustee Ron Carey and a second by Trustee Lisa Brunner, the Governing Board approved administrative personnel as competent to evaluate certificated staff.

AYES: 4 (Brunner, Carey, Howard, Randall)

NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the adoption of Resolution 1-15/16: Mid Year Revision: Signature Card-Authorized Agents/Payroll Warrants and Disbursements

Upon review of and a motion by Trustee Ron Carey and a second by Trustee Lisa Brunner, the Governing Board approved the adoption of Resolution 1-15/16: Mid Year Revision: Signature Card-Authorizing Agents/Payroll Warrants and Disbursements.

AYES: 4 (Brunner, Carey, Howard, Randall)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the Administrative Support Technician Position and Job Description

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Ron Carey, the Governing Board approved the Administrative Support Technician Position and Job Description.

AYES: 4 (Brunner, Carey, Howard, Randall)
NOES: 0
ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Organization Chart

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Ron Carey, the Governing Board approved the Organization Chart.

AYES: 4 (Brunner, Carey, Howard, Randall)
NOES: 0
ABSTAIN: 0
ABSENT: 0

E. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees for 2014-2015 Salary Increase

Upon review of and a motion by Trustee Ron Carey and a second by Trustee Lisa Brunner, the Governing Board approved the Public Disclosure of Eden Area ROP Employees for 2014-2015 Salary Increase.

AYES: 4 (Brunner, Carey, Howard, Randall)
NOES: 0
ABSTAIN: 0
ABSENT: 0

F. Request the Governing Board to approve the Revised Salary Schedules for all Employee Groups

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Ron Carey, the Governing Board approved the Revised Salary Schedules for all Employee Groups.

AYES: 4 (Brunner, Carey, Howard, Randall)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Superintendent's Report

Linda Granger reported that the ROP has hired a new Assistant Director of Adult Programs. She introduced Stefanie Bradshaw to the Board. Ms. Bradshaw shared a little about her background and said she is excited to be part of the ROP team.

Ms. Granger was happy to report that the ROP received a 6 year WASC accreditation.

She also reported that the ROP has applied for a grant for an additional \$275,000 to serve as the work based intermediary for the four school districts in our area.

Ms. Granger concluded her report by handing out an outline to develop the new funding model for the JPA. The ROP is working with School Services of California (SSC) to help facilitate this process. The next step is that SSC is drafting funding model options, which they will present to the CBOs. Then the Ms. Granger will meet with the superintendents in October to review the options and the goal is to present the funding model to the Board in December.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

None

IV. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent and Goals (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release

The meeting was called into closed session at 6:05

V. Reconvene to Open Session

A. Report Actions Taken by the Governing Board in Closed Session

The meeting resumed to open session at 6:20 p.m., no action was taken.

XI. Adjournment

The meeting was adjourned at 6:20 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: September 3, 2015
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 July 22, 2015 through August 19, 2015 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Personnel Coordinator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT INFORMATION

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

CONSENT CALENDAR



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with the DSP Training Proctor (Abraham Hill) for the 2015-2016 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the Agreement between the DSP Proctor (Abraham Hill) and the Eden Area ROP to provide training for the 2015-2016 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this the 30th day of June, 2015.

BETWEEN

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545
(the "Customer")

OF THE FIRST PART

-AND-

Abraham Hill
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until June 30, 2016, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

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

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. Customer (Eden Area ROP) will pay in advance for required/mandated training, conference, etc. including out of pocket expenses such as lodging and transportation. 2. Customer (Eden Area ROP) will reimburse \$45 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse for administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
- a. Eden Area **ROP**
26316 Hesperian Blvd, Hayward, California, 94545
Fax Number: 510-293-8325
 - b. Abraham Hill
PO Box 3, Eldridge, California, 95431
Email Address: skisos@gmail.com

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 30th day of July, 2015.

SIGNED, SEALED AND DELIVERED
in the presence of

Abraham Hill

Linda Granger, Superintendent
Eden Area ROP



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the MOU with Alameda County Office of Education Network Services for Fiscal Year 2015-2016

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for Alameda County Office of Education (ACOE) regarding network services. Eden ROP transitioned from T-1 platform to K12 High speed Network last year. This year an upgrade to a higher Mbps will bring Eden ROP to the 21st century technology needs of the students is necessary.

CURRENT SITUATION

The attached MOU reflects the new agreement between Eden Area ROP and Alameda County Office of Education Network for connection service to the statewide K-20 network (K12 High speed Network) and related maintenance and support for fiscal year 2015-2016. This necessary upgrade from 50 Mbps to 100 Mbps will bring Eden ROP to speed so it can better serve the students for the technology of tomorrow.

CONSENT CALENDAR



Memorandum of Understanding for Access Plus Service

7/1/2015 to 6/30/2017

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

1. SERVICES

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

2. PAYMENT

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

3. TERM

The services outlined above shall be provided from 7/1/2015 to 6/30/2017. This agreement may be renewed by a written mutual agreement, signed by both parties. **Deadline for signed contracts is April 30, 2015. If contract is not received by this deadline, service may be terminated.**

4. ALTERATION OF AGREEMENT

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

5. ASSIGNABILITY

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

6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulation of ACOE (See Appendix B and C). Client shall defend, hold harmless and indemnify ACOE, its agents and its employees from any damage or injuries, which may occur to persons or property as a result of its use of ACOE.

Client agrees to use ACOE at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOE services. ACOE specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOE be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOE against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair

competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from your use of ACOE.

Client agrees that the Laws of the State of California govern this service(s). You agree that the County of Alameda, in which ACOE is located, shall be the forum for any legal action relating to your service.

8 PENALTIES FOR IMPROPER USES

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

9. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this agreement for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount the client must pay for selected services.
2. Appendix B is incorporated into this agreement for the purpose of setting forth the ACOE Web Hosting policy, which shall be followed by ACOE Web Hosting clients.
3. The Acceptable Use Policy outlined in Appendix C is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

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

ORGANIZATION: _____ and _____ ACOENet

Printed name and title

Dina Stewart, Director

Printed name and title

Signature

Date

Signature

8/21/15
Date

Contract # 2016004 fiscal/calendar

Initial service date 7/1/2015

Final service date: 6/30/2017

Schedule A

Schedule of Services

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

Organization: Eden R.O.P.

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	100 Mbps Access Plus	\$2,300	\$9,400
DNS		n/a		\$0
Domain Name		Domain registration fees paid by ACOE-Net and billed to customer at cost		\$0
E-mail Accounts		POP3 Email Accounts		\$0
Web Hosting		Website Hosting w/domain name and FTP Account		\$0
Other				\$0
TOTAL COST				\$11,700.00

Initials:

ORGANIZATION


ACOENet

Contract # 2016004 fiscal/calendar

Initial service date 7/1/2015

Final service date: 6/30/2017

Appendix A

ACOENet Access Plus Services List

Access Services.

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

Basic ACOENet Access Plus services included:

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

ACOENet Access Plus Fees

Port Speed	Year 1 NCR	Year 1 ARC	Additional Years
100 Mbps	\$5100	\$9,400	\$9,400
500 Mbps	\$7900	\$16,350*/\$20,600**	\$16,350*/\$20,600**
1 Gbps	\$10200	\$19,500*/\$25,500**	\$19,500*/\$25,500**

*For point to point network connections

**For cloud based network connections

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

E-mail hosting and outsourcing

ACOENet will host your e-mail domain on its e-mail servers, allowing client access via POP3 and/or Web. E-mail is sold in blocks of five users, each block of 5 costs \$15/mo. E-mail can be hosted with your domain name or one of ours.

World Wide Web hosting

ACOENet will host your website on its web servers. Sites are limited to 25MB of content, additional storage can be purchased at an additional fee. ACOE-Net offers several levels of service: Single e-mail account could be included for an additional \$15 a year.

Static Content (site contains text and graphics only, no database access or dynamic content)	\$50/mo.
Dynamic Content (site contains static or dynamic content - .asp or .js files or requires a database)	\$100/mo.
Each additional 5MB of storage	\$10/mo.

Appendix B

Alameda County Office of Education World Wide Web Site Creation/Maintenance Policy

The Director of technology maintains the official World Wide Web site for Alameda County Office of Education (ACOE). The purpose of the World Wide Web site at ACOE is to promote the educational mission of the ACOE and provide information for the County community of clients, schools, teachers, parents and students.

FOR ALL CLIENTS

The following are the policies designed to fulfill the above purpose:

- All documents must be in HTML format. The document should be in standard ASCII format and transmittable via FTP.
- All graphical images, including icons, photos, etc., must be in GIF or JPEG format.
- The department and/or the organization providing the information must maintain all web pages. The department and/or organization must update links to other web pages.
- The Director of ACOENet and his staff may review links to other web pages. There will be no links to obscene, racist, or other questionable pages allowed.
- The Director of ACOENet and his staff may review all graphical images. There will be no obscene, controversial, or copyrighted graphical images on the ACOE Web Server.
- No links to FTP or Usenet archives where obscene or questionable material may be downloaded will be allowed., No links to FTP archives where copyrighted programs or documents may be downloaded for unauthorized use will be allowed.
- Information from databases shall be free and available for world wide distribution. Any information contained in a database will not be copyrighted or contain private personal data. No individual's social security number, credit card number, or academic data shall be placed on the server without written permission from that person.
- Web pages must not interfere with the normal operation of the Alameda County Web Server or the County Network.
- Violation of any of the these policies will result in deletion and or suspension of web account(s)

Contract # 2016004 fiscal/calendar

Initial service date 7/1/2015

Final service date: 6/30/2017

Appendix C

Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

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

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

Acceptable Uses:

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

Contract # 2016004 fiscal/calendar

Initial service date 7/1/2015

Final service date: 6/30/2017



- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

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

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

Contract # _____ 2016004 _____ fiscal/calendar



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with CRY-ROP for CTE Teach for the 2015-2016 School Year

BACKGROUND

The Colton Redlands Yucaipa Regional Occupational Program (CRY-ROP), in partnership with the California Department of Education and Governor's Career Technical Education Initiative, is offering K-12 school districts, ROCs, community colleges, and charter schools the opportunity to participate in a statewide program to fully develop CTE Teach, a new teacher training program.

CURRENT SITUATION

CTE Teach is similar to the Beginning Teacher Support and Assessment (BTSA) program for regular academic teachers and is designed to support the unique needs of new Career Technical Education teachers transitioning from industry to the classroom.

- Classroom Visits
- Teacher Visits
- Administrator Follow-Up

Compensation of up to \$16,750.00 to continue with the CTE Teach.

CONSENT CALENDAR



**CTE TEACH Site
Memorandum of Understanding
Between the
Colton-Redlands-Yucaipa ROP
And**

Eden Area Regional Occupational Program

This memorandum of understanding sets forth the terms of agreement between the Colton-Redlands-Yucaipa Regional Occupational Program (hereafter CRY-ROP) and
Eden Area Regional Occupational Program

(Educational Agency hereafter Participating Agency), with regards to participation in the CTE TEACH and CTE TEACH site program.

I. Background

The California State Plan for Career and Technical Education, 2008 - 2012, identifies as an essential element of a world-class CTE system the need for initial preparation and on-going professional development of CTE educators. Since 2009, CRY-ROP's CTE TEACH department, in partnership with the California Department of Education, has offered a professional development program for K-12 school districts, ROCs, community colleges, and charter schools to provide the demonstrated critical support needed for CTE teacher success.

Recognizing that many local educational agencies have a need for professional development activities to support CTE educators, CRY-ROP offers CTE TEACH site grant opportunities to eligible educational agencies.

II. Purpose of Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as they relate to the implementation of the CTE TEACH professional development program for CTE educators.

III. Duration of Agreement

The term of this agreement shall be from July 1, 2015 through and including June 30, 2016 unless modified or terminated in writing. The termination can be exercised by either party 30 days following written notice.

IV. Program Description

The CTE TEACH program, administered by CRY-ROP, is a comprehensive professional development program modeled after their highly successful Teacher Induction Program (TIP) that has received Model Practices award recognition from the California Department of Education. This model professional development program replicates what was learned from the Teacher Induction Program and is designed for beginning career/technical education teachers to provide an effective transition from industry into the teaching profession. CTE TEACH involves

administrative supervision overseeing the use of Mentor Teachers to provide structured training for beginning CTE educators, as well as technical assistance and informal observation intended to guide and support the new teacher related to the training. The CTE TEACH professional development training addresses all the teaching practices proven to be effective and is presented in a sequenced and scaffolding structure that includes teaching methods, learning styles, lesson planning, CTE concepts, equity and diversity in the classroom, mandated reporting, and legal/ethical issues. This coordinated and comprehensive approach to professional development can enhance teacher success in the classroom and increase teacher retention in your program.

V. Special Provisions

1. This agreement is entered into by the duly authorized officials of each respective party.
2. It is understood by both parties that each will fulfill its responsibility under the agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
3. This MOU constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this MOU. No amendment, modification or alteration of the terms of the MOU shall be binding on either party unless submitted in writing, dated subsequent to the date of this MOU, and is duly executed by both parties.
4. Neither party may incur any debt, obligation, expense or liability of any kind of the other party without the other party's written approval.
5. This agreement may be amended by the mutual written consent of the parties here to.
6. During the term of this agreement and any extensions thereto, the Participating Agency assumes all liability arising from the use of the electronic equipment provided by CTE TEACH (if applicable) outside of any warranties provided the first year by CRY-ROP.

VI. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this agreement and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

A. CRY-ROP shall:

1. Pay the Participating Agency for CTE TEACH services rendered and as specified, the total amount of **\$ 16,750.00** (335 hours at a rate of **\$50.00** per service hour) upon receipt of all fully completed CTE TEACH Quarterly Reports with accompanying invoices in the last fiscal quarter.
2. Furnish all information and forms necessary to the performance of this agreement.
3. Provide curriculum and training for Mentor Teachers.
4. Provide administrator support focusing on strategies and practices needed to implement the CTE TEACH program.
5. Monitor the performance of the Participating Agency in regards to responsibilities under this MOU and advise the Participating Agency of any and all concerns.

6. Purchase and provide for the installation of any electronic equipment (if applicable). Specific responsibilities include:
 - a. Allow electronic equipment to remain in the possession of the Participating Agency with the understanding the Participating Agency will commit to the responsibilities outlined in the MOU.
 - b. Pay for the first year's warranty (if applicable) on electronic equipment provided to Participating Agency. The Participating Agency is responsible for continuing warranties or providing resources for the repair and replacement of said electronic equipment on a yearly basis thereafter.
 - c. Conduct an annual inventory of all electronic equipment pertaining to this MOU.

B. Participating Agency shall:

1. Identify at least one Participating Agency administrator that will oversee the CTE TEACH program on site. Specific responsibilities include the following:
 - a. Be available for consultation with selected Mentor Teachers regarding instructional matters.
 - b. Attend a Statewide Advisory Meeting hosted by CRY-ROP.
 - c. Submit fully completed Quarterly Reports with accompanying invoices. All sections of the Quarterly Reports must be completed, if applicable. The last Quarterly Report and any final invoices must be received no later than July 15, 2016. Note that no funds may be used for equipment, supplies or indirect costs. The reports are due no later than 30 days after the end of each quarter:
 - i. Quarter 1 ends September 30, 2015 - Report due by October 30, 2015
 - ii. Quarter 2 ends December 31, 2015 - Report due by January 30, 2016
 - iii. Quarter 3 ends March 31, 2016 - Report due by April 30, 2016
 - iv. Quarter 4 ends June 30, 2016 - Report due by July 15, 2016
 - d. Submit additional documentation and reports as required.
2. Identify at least one Mentor Teacher to complete the number of designated hours assigned in this MOU of CTE TEACH program work including: conducting training following the CTE TEACH professional development curriculum, classroom visits/teacher observations, non-evaluative coaching related to classroom visits/teacher observations and other forms of technical assistance to support the beginning CTE teacher. Specific responsibilities include the following:
 - a. Hold quarterly workshops outlined in the CTE TEACH curriculum for teachers.
 - b. Provide one-on-one time with individual teachers to discuss challenges via phone, email, or in person weekly.
 - c. Mentor and work closely with assigned teachers to provide support and assistance.
 - d. Provide information and guidance to teachers pertaining to instructional methodologies and resources, effective teaching strategies for classroom management, and lesson plan design and development.

- e. Meet with assigned teachers and coordinate site visits conducting classroom observations and providing peer coaching follow-up and feedback pertaining to effective teaching strategies and student motivation.
 - f. Conduct a minimum of 2 observations with feedback per semester for each assigned teacher.
 - g. Be available on an “on-call” basis and visit or call each assigned teacher every month.
 - h. Function as a methodology specialist for specialty or content area as applicable.
 - i. Consult with teachers regarding instructional matters and site procedures, including attendance, record keeping, and forms.
 - j. Coordinate and facilitate the sharing of resources and expertise. Consult with administrators regarding instructional matters.
 - k. Serve as a professional role model for colleagues and favorably represent site. Participate in quarterly webinars hosted by CRY-ROP.
 - l. Attend a Statewide Advisory Meeting hosted by CRY-ROP.
 - m. Log their hours of instruction on the Mentor Teacher Activity Log and submit to administrator in a timely manner.
 - n. Submit additional documentation and reports as required.
3. Provide an appropriate and secure training room for any electronic equipment provided. Specific responsibilities include:
- a. Make said electronic equipment available for CTE TEACH teacher training and meetings, both at Participating Agency site and regionally.
 - b. Implement a control system to ensure adequate safeguards against loss, damage or theft. Any loss, damage or theft of said electronic equipment must be investigated, fully documented, and promptly reported to CRY- ROP.
4. Provide broadband internet access that meets the minimum requirements for said electronic equipment, if applicable.
5. Be responsible for the repair/replacement of said electronic equipment items that are broken, damaged, or missing due to misuse, negligence or theft.
6. Designate personnel that will provide technical support for the operation, maintenance and repair of said electronic equipment.
7. Allow CTE TEACH reasonable access to said electronic equipment at all times.
8. Retain the right to have said electronic equipment moved or removed with 30 days written notice.

VII. Failure to Provide Satisfactory Service, Abandonment of Program, Cancellation of Agreement

If, at any time during the performance of this agreement, CRY-ROP and the California Department of Education determines, at their discretion, that Participating Agency's services have become unsatisfactory, or if at any time during the performance of this agreement CRY-ROP determines, at its sole discretion, to suspend indefinitely work on CTE TEACH, CRY-ROP shall have the right to cancel this agreement regarding the Participating Agency's services related to CTE TEACH. In the event of such cancellation, CRY-ROP shall give written notice to Participating Agency of its intention to cancel thirty (30) days in advance of the effective date of the cancellation.

If the cancellation is for unsatisfactory performance, CRY-ROP shall be obligated to pay Participating Agency only for those services deemed by CRY-ROP to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of CRY-ROP's decision to suspend indefinitely or abandon the work under this agreement, CRY-ROP shall be obligated to pay Participating Agency only for those services performed by Participating Agency through the effective date of cancellation or termination.

Approved By:

Participating Agency Information:

Eden Area Regional Occupational Program

Name: CRAIG LANG

Title: Superintendent / Designee

DIRECTOR

Signature

Date: AUG. 28, 2015

Street: 26316 HESPERIAN BLVD

City: HAYWARD

State: CA Zip: 94545

Phone #: (510) 293-2904

Agency: Colton-Redlands-Yucaipa ROP

Name: Stephanie Houston

Title: Superintendent

Signature

Date: _____

Mail the MOU with original signatures to:

Colton-Redlands-Yucaipa ROP

Attention: Project Coordinator

PO Box 8640

Redlands, CA 92375-8640

This MOU must be printed and signed by the superintendent/ designee and submitted to the appropriate governing body for consideration.



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Contract with Barracuda Networks, Inc. for the Fiscal Year 2015-2016

BACKGROUND

The Eden Area ROP currently does not have a backup recovery. The only backup solution addresses on premises restoration of mission critical systems. It does not have the capability to store the ROP's backups to the cloud for disaster recovery. It also does not have the capability to archive backups for historical reasons.

CURRENT SITUATION

The Barracuda backup and disaster recovery appliance will allow Eden Area ROP to restore its mission critical systems via cloud in the event of a disaster. This will also bring Eden Area ROP towards one of the it's technology plan goals. Staff and management recommends that the ROP should have a backup solution.

CONSENT CALENDAR

UNILATERAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on _____ ("Effective Date") by and between Barracuda Networks, Inc., ("Discloser") having its principal place of business at 3175 South Winchester Blvd, Campbell, CA 95008 and _____ ("Recipient") having a principal place of business at _____.

1. **Purpose.** The Discloser has agreed to make available to the Recipient, including its majority owned subsidiaries, certain Confidential Information (as defined below) of the Discloser for the purpose of evaluating, implementing and maintaining a business relationship with the Discloser ("Purpose").

2. **Definition.** "Confidential Information" means any information, technical data, or know-how, whether tangible or intangible, including, but not limited to, that which relates to techniques, discoveries, research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which Confidential Information is either designated in writing to be confidential or proprietary, or should reasonably be understood by the Recipient to be confidential or proprietary. Confidential Information does not include information which: (i) is in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Recipient; (iii) is approved for release by the Discloser in writing.

3. **Non-Use and Non-Disclosure of Confidential Information.** The Recipient agrees to only use the Confidential Information for the Purpose. The Recipient may disclose the Confidential Information to its directors, officers, employees, consultants and agents who are required to have the information in order to carry out the Purpose of this Agreement, and who have entered into a written non-disclosure agreement with confidentiality provisions at least as stringent as those contained herein. Recipient shall be responsible for any breach of this Agreement caused by any of its directors, officers, employees, consultants and agents. Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient agrees to notify the Discloser in writing of any misuse, misappropriation or disclosure of such Confidential Information which may come to its attention. Recipient shall reproduce and include in all copies of Confidential Information prepared by Recipient any copyright notices and proprietary legends of the Company, and shall not remove any such notice or legend from any Confidential Information.

4. **Mandatory Disclosure.** In the event that the Recipient or its directors, officers, employees, consultants or agents are required by a valid order issued by a court or governmental agency of competent jurisdiction to disclose any of the Confidential Information, the Recipient shall give (a) prompt notice to Discloser so that Discloser may seek a protective order or other appropriate relief; and (b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. In the event that such protective order is not obtained, the Recipient shall disclose only that portion of the Confidential Information which its counsel advises it is legally required to disclose and, upon the Discloser's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Any Confidential Information disclosed pursuant to this Section 4 shall otherwise remain confidential and subject to the protections and obligations of this Agreement.

5. **Return of Materials.** Any materials or documents which have been furnished by the Discloser to the Recipient will be destroyed or promptly returned, accompanied by all copies of such documentation, after the Purpose has been concluded and Recipient shall destroy all internal materials that in any manner embody the Confidential Information. Upon the Discloser's request, Recipient shall certify such destruction.

6. **No License Granted.** Discloser hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information and nothing in this Agreement is intended to grant any rights, whether express or implied, to Recipient under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information, except the limited right to review such Confidential Information solely for the Purpose. None of the Confidential Information or the disclosure thereof shall constitute any representation, warranty, assurance, guarantee or inducement by Discloser to Recipient of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work protection rights or any other intellectual property rights, or other rights of third persons or of Discloser.

7. **Feedback.** Recipient may from time to time provide suggestions, comments or other feedback ("Feedback") with respect to Confidential Information provided originally by Discloser. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Recipient, shall not create any confidentiality obligations on Discloser unless a separate written agreement is signed by the parties. Recipient will not give Feedback that is subject to license terms that require any product, technology, service or documentation incorporating or derived from such Feedback, or any intellectual property of Discloser, to be licensed or otherwise shared with any third party. Furthermore, Discloser shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

8. **Term.** This Agreement shall terminate three (3) years after the Effective Date unless extended by mutual written agreement or terminated earlier by either party's giving thirty (30) days' written notice to the other party of its intention to end the period of disclosure. All of the obligations undertaken by either party regarding Confidential Information disclosed under this Agreement shall survive for a period of five (5) years, except for trade secrets which shall remain Confidential Information until they are no longer protected under trade secret laws.

9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, and shall be binding upon the parties hereto in the United States and worldwide. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement, and the parties hereby agree to venue in the Northern District of California for all matters concerning this Agreement and arising therefrom.

10. **Remedies.** Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Discloser and its business, and expressly agrees that monetary damages would be inadequate to compensate the Discloser for any breach of any covenants and agreements set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation could cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of posting a bond or proving actual damages.

11. **Export Regulation.** Recipient acknowledges that any materials and any technical information provided under this Agreement are subject to the export regulations of the United States, and any use of such materials and technical information must be authorized under those regulations. Recipient agrees that it shall not use or transmit the materials or technical information except in compliance with the export regulations of the United States. If requested by the Discloser, Recipient shall sign written assurances and other export-related documents as may be required under the U.S. export regulations. Recipient agrees to indemnify and hold the Discloser harmless from and against all claim, loss, liability or damage suffered or incurred by the Discloser resulting from or related to Recipient's failure to comply with all export or import regulations.

12. **No Warranty.** CONFIDENTIAL INFORMATION IS PROVIDED SOLELY ON AN "AS IS" BASIS, AND NEITHER DISCLOSER NOR ANY OF ITS REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION DISCLOSED TO RECIPIENT HEREUNDER.

NEITHER DISCLOSER NOR ANY OF ITS REPRESENTATIVES SHALL BE LIABLE TO RECIPIENT OR ANY OF ITS REPRESENTATIVES RELATING TO OR RESULTING FROM THE RECIPIENT'S USE OF ANY OF THE CONFIDENTIAL INFORMATION OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

13. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that this Agreement nor any rights or obligations under this Agreement, in whole or in part, shall be assignable or otherwise transferable by Recipient without the prior written consent of the Discloser. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The parties hereto are independent contractors, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between them. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and such invalidity, illegality or unenforceability shall not invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement constitutes the sole and entire understanding between the Parties hereto regarding the Confidential Information and supersedes all prior and contemporaneous discussions, understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by the respective duly authorized officers or representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

BARRACUDA NETWORKS, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Barracuda Backup

Data Protection and Security



(US)

Overview

This document walks through security measures in place to protect customer data stored by Barracuda Backup. The process begins at the local device and ends at the datacenter. This document includes a description of the facilities that host data protected by Barracuda Backup and descriptions of operational and organizational controls enforced by Barracuda Networks.

1. Product Security

1.1 Barracuda Backup Server Security

The Barracuda Backup Server is deployed behind the customer's corporate firewall and is protected by the same security that the customer uses to protect primary data sources. Communication with Barracuda datacenters is established from the Backup Server rather than from the cloud. Communication methods include a 256-bit encrypted VPN tunnel for administration and backup configuration and a "lifeline" status check that runs over https port 443, which provides details of the server status in the event the tunnel is down.

There are several ways the Barracuda Backup Server can be accessed locally, and each is dedicated to a specific function. The local web interface provides access for basic system maintenance, and as of BBS v5.0 also provides Restore and Reporting functionality. A monitor and keyboard provide access to the terminal configuration for network setup and troubleshooting. Command-line access to the unit is disabled locally.

The Barracuda Backup Server runs on a hardened Linux kernel. In the event that a security flaw is discovered, updates are pushed out to Backup Servers in a security definition.

1.2 Data Transmission and Storage

In order to perform deduplication, Barracuda Backup breaks files down into parts that are variable in size and fingerprints those parts for analysis and comparison. Before transmission to Barracuda datacenters, those parts are AES 256-bit symmetrically encrypted. These parts are written into storage at Barracuda Networks datacenters in an encrypted state and remain encrypted until requested for restore.

1.3 Product Access Controls

Two features give customers additional flexibility to limit access to their Barracuda Backup account.

IP login restrictions can be set for each user who has access to the Barracuda Backup account. Those restrictions prevent access to the hosted user interface from an IP address outside the range specified.

By request, Barracuda can enable an advanced option in the web user interface which gives customers the ability to grant or deny Technical Support remote access to a backup server. This will prevent access both to the command line and to the user interface. This tool does not lock out the Barracuda Backup product development team.

2. Datacenter Standards and Protection

2.1 Storage Facility Standards

Barracuda Networks leases space in a number of Tier 3 & 4 datacenters worldwide. Each Barracuda Networks datacenter is equipped with:

- Controlled access systems requiring key-card authentication
- Video-monitored access points
- Intrusion alarms
- Locking cabinets
- Climate Control systems
- Waterless fire suppressant systems
- Redundant power (generator backup, UPS, no single point of failure)
- Redundant Internet connectivity

2.2 Storage

In the United States, data is transmitted from Barracuda Backup Servers to one datacenter and then replicated to another. The process of replicating data begins immediately after it is written to disk on a Barracuda Backup Server and runs continuously. Data in the cloud is stored in parts on different servers, and each of these servers communicates in unison to reconstruct and restore data files. This diverse storage system serves to further strengthen the physical security of customer data.

With this architecture, Barracuda Backup can maintain up to three distinct copies of customer data. Two copies are stored in the cloud and one copy is kept on the Backup Server.

2.3 Data Location

Data backed up within the United States of America and replicated via the Barracuda Cloud Storage service is stored in two datacenters located within the United States and will not be replicated outside the country.

2.4 Compliance

For compliance reasons, customers with highly sensitive data may be interested in obtaining documentation of a 3rd party audit of the facilities where their data is stored. In the United States, Barracuda Backup exclusively utilizes datacenters that regularly undergo an SSAE-16 audit or other Service Organization Control (SOC) audit. Barracuda Networks obtains copies of these reports and reviews them to ensure compliance with our own standards.

2.4.1 HIPAA and the HITECH Act

Barracuda Networks complies with any portions of HIPAA or the HITECH Act that are directly applicable to our company. In particular, the Barracuda Cloud Storage service safeguards replicated data in such a way as to satisfy HIPAA's Security Rule. Customers wishing to establish a Business Associate relationship with Barracuda Networks per 45 CFR 164.502(e) and 164.504(e) should request a Business Associate Agreement from Barracuda Networks. The Business Associate Agreement defines commitments that Barracuda Networks will make to maintain HIPAA and HITECH compliance as a provider of data backup services.

3. Operations and Organizational Controls

Barracuda Networks employees are expected to be competent, thorough, helpful, and courteous stewards of customer data that is stored on Barracuda Networks products and in Barracuda Networks datacenters. Barracuda Networks has established a number of measures to ensure that customers and their data are treated properly.

3.1 New Hires and Orientation

All new employees are required to accept and acknowledge in writing Barracuda Networks' policies for non-disclosure and protection of Barracuda and third party confidential information, including acceptable use of confidential information. In the course of assisting customers with their technology solutions, Barracuda support technicians understand that they may come into contact with customer communications and/or customer data and they are not to view the contents of that data without explicit permission from the customer. Barracuda Networks employees are not to disclose the contents of that customer data to a third party under any circumstances.

New technical support employees are provided a job description and expectations when hired regarding maintaining the confidentiality and security of customer data.

3.2 Training

Technicians who support Barracuda Backup are prepared in a variety of ways. New tier 1 technicians receive class time training with tier 2 technicians and the support management team. New support technicians also spend a period of time as an understudy to an established technician for each product in which they intend to become certified.

Product knowledge is tested and established through Barracuda University and all technicians are expected to meet a pre-defined standard before supporting customers directly. Advancement is accomplished through a combination of time spent supporting the product, immersion with the product specialist team, product competency review, support management competency review, and testing through Barracuda University.

All Barracuda Networks support technicians receive ongoing training in product-specific training sessions.

3.3 Oversight

Support for Barracuda Backup is provided out of three U.S. offices, one office in the United Kingdom, and one office in Innsbruck, Austria. Support calls from customers in the United States are generally handled by technicians in the United States. Support calls from customers outside the United States could be routed to any of these facilities.

When an employee or contractor leaves Barracuda, a formal process is in place to immediately revoke physical and network access to Barracuda Networks facilities and resources.



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the MOUs for California Career Pathways Trust Grant with Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts and Chabot College

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Our grant will build career pathways in the four Eden Area school districts and extend to Chabot College. Our work coordinates and leverages with Peralta College's California Career Pathways Trust Round 1 grant.

CURRENT SITUATION

The attached Memoranda of Understanding (MOUs) codify our working relationships with the Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts and Chabot College. The MOUs were based upon the MOU developed by Peralta College, which has previously been signed by the four Eden Area school districts.

Fiscal Impact: The Eden Area ROP and its partners will receive \$5,852,220

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING (MOU)

**CALIFORNIA CAREER PATHWAY TRUST
PARTNERSHIP AGREEMENT
BETWEEN
Eden Area Regional Occupational Program (LEAD AGENCY)
AND**

**Castro Valley Unified School District
Hayward Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
And
Chabot College**

1 **PREFACE**

This is an agreement (“AGREEMENT”) between lead agency Eden Area Regional Occupational Program (“EAROP”), located at 26316 Hesperian Blvd., Hayward CA 94545 and Castro Valley Unified School District, Hayward Unified School District, San Leandro Unified School District, San Lorenzo Unified School District, and Chabot College, [“CC PARTNER”], (collectively referenced as [“PARTNER(S)”]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is September 1, 2015 (“EFFECTIVE DATE”). AGREEMENT remains effective until it terminates on June 30, 2019 (“TERMINATION DATE”), as provided herein (collectively, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the California Career Pathways Trust (“CCPT”) from the California Department of Education for the amount of five million, eight-hundred fifty-two thousand, and two-hundred twenty dollars (\$5,852,220).

Whereas PARTNERS agreed to participate in and supported the Eden Area Career Pathways Consortium application for Career Pathways Trust (CPT) funding from the California Department of Education,

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the Eden Area Career Pathways Consortium application responded to these priorities and the CPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The Eden Area Career Pathways Consortium’s application proposed a collaboration between, K-12 school districts, Chabot College and industry on deep pathway design that will identify relevant technical skills, course sequences, early career advising and matriculation, assessment, enhanced student support, career readiness training, and development of a regional system for linking employers to the classroom and student experience through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the Eden Area Career Pathways Consortium application include public service and law, advanced manufacturing/engineering, and information & computer technologies/digital arts.

Whereas the CPT RFA established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our CPT application and all of the specific provisions of the CPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Whereas the CPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and EAROP shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

2.1 PARTNER’S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Chabot College shall receive \$962,607 on a quarterly reimbursement basis as specified in PARTNER budgets, agreed upon by Eden Area Regional Occupational Program management, based upon continued funding from the California Department of Education for this CCPT grant.

PARTNER shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Work Plan and Outcomes (collectively, “WORK”).

Relationship and Governance

- To enter into a legally binding MOU with the Eden Area Regional Occupational Program, which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup, Work-Based Learning group, Middle School Exploration group, Data group and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty or school leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Designate district personnel for planning efforts to: (1) advise career pathway programs so they meet current and emerging industry needs; (2) coordinate work-based learning opportunities for students among other functions to be determined; and (3) subsequently participate in periodic meetings to guide the CPT effort.
- Work towards a financial commitment along with the other CPT consortium partners so that the work can be sustained beyond the CPT funding period – based on the impact on career pathway programs’ effectiveness and on students’ preparation for college, career, and adult life.
- Ensure that faculty and school leaders access CPT-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, alignment with Common Core and Next Generation Science Standards, utilizing project-based learning, service-learning and integrating 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Design systems that integrate various levels of Work-Based Learning Activities, including: Awareness (guest speakers), Exploration (job shadowing), Preparation (project-based learning, service-learning), Career Training (internships).
- Develop capstone projects that involve multi-disciplinary, sophisticated work, aligned with career pathways.
- Connect student learning with acquisition of industry recognized or stackable certificates.
- Provide opportunities for students to engage in leadership opportunities, including participation in SkillsUSA, Mock Trial, and other leadership opportunities
- Recruit a cohort of students each year that is broadly representative of overall district population, including students with special needs, for enrollment in each of career

pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these pathways.

- Ensure that classroom learning promotes students' development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for dual or concurrent enrollment in community college courses aligned with their career pathways while they are still in high school.
- Connect students with support services – such as college and career counseling, educational planning, and health supports – to facilitate their success in their career pathway programs and education in general.
- During the school year and the summer, engage middle school students and their families in college and career awareness and career exploration activities, and assist students and families to select their high school pathways prior to 9th grade.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Participate in a pathway and course naming convention with Consortium Partners and agree to using those conventions (and related translation tables) when identifying and tracking pathway students and courses.
- Develop a Memorandum of Understanding with CalPASS Plus no less than 2 months after the grant start date to support the uploading and sharing of data through a common platform, perform regular uploads of appropriate data to CalPASS Plus as well as an initial submission of at least five years of retrospective data to CalPASS Plus at the beginning of the grant.
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.

As part of participation in the Eden Area Career Pathways Consortium's project, PARTNERS agree to maximize the use of resources independent of the CPT grant to strengthen career pathways and support the needs of students within them. These resources will be used to support the project's coordination, data gathering and sharing, collaborative planning, professional development, and services for students.

Requirements for Communication and Reporting

PARTNER shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and Exhibit B—Budget and Payment Schedule.

2.2 Invoices

See Section 3 and Exhibit B—Budget and Payment Schedule. PARTNER must include a statement in the invoice acknowledging that state grant is the funding source for the payment.

2.4 Fiscal Reports

PARTNER shall comply with all state accounting practices.

2.5 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to EAROP to enable EAROP's timely and complete submission to the State. EAROP is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to EAROP an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students enrolled in the career pathways program.
2. Number of students participating in internships as part of the career pathways program.
3. Number of students participating in student leadership programs as part of the career pathways program.

CC PARTNERS (Chabot College)

1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway).
2. Number of students who earn credits in dual enrollment courses.
3. Number of students participating job shadowing opportunities as part of the career pathways program.

2.6 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – EAROP shall review all financial and performance reports submitted by PARTNER.
- *Site visits* – PARTNER shall allow periodic site visits by EAROP and the state project monitor to review financial and programmatic records and observe operations. EAROP will provide at least one week prior notice before a site visit.
- *Regular contact* – EAROP and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities.

2.7 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to EAROP by June 30th of each program year, or dates provided by the California Department of Education:

Year 1 (2015–16):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2016–17):

- Input student data
- Track student progress and activities

- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2017–18):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2018–19—unfunded year):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

2.8 Document Retention

PARTNER shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used.

2.9 Subcontracting

PARTNER shall adhere to the rules in Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

EAROP shall pay each PARTNER according to Exhibit B—Budget and Payment Schedule.

PARTNER shall invoice EAROP for payments as set forth in Exhibit B—Budget and Payment Schedule. Late payment by EAROP up to six months shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice EAROP for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be in accordance with Exhibit E—Travel and Per Diem Limitations.

This contract does not permit PARTNER to charge *indirect* expenses to EAROP for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that EAROP may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

EAROP may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect EAROP from loss because of:

- a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, EAROP shall have no obligation to make any payment to PARTNER at any time, after NOTICE to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this AGREEMENT.

5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

PARTNER declares that PARTNER shall fully comply with all laws, executive orders, regulations, Eden Area ROP Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Eden Area ROP Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. EAROP shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or EAROP'S conflict of interest code (BP 2710, AP 2710, and AP 2712). PARTNER represents that it has completely disclosed to EAROP, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which PARTNER believes any member of EAROP or other officer, agent, or employee of EAROP or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

State Certification Clauses—SIGNATURE ON EXHIBIT D1 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Exhibit D1—State Contractor Certification Clauses.

Exhibit D1 requires the signature of PARTNER’S authorizing agent.

5.6 Certification Clauses— SIGNATURE ON EXHIBIT D2 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D2—Certifications.

Exhibit D2 requires the signature of PARTNER’S authorizing agent.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows EAROP access and affirms student confidentiality requirements.

EAROP and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by EAROP in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, “Confidential Information”). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER shall not disclose Confidential Information to any third party except as EAROP authorizes, and shall only disclose it to those within PARTNER’S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as EAROP may approve. This provision is not intended to restrict PARTNER’s right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless EAROP from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained by EAROP as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

EAROP shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist EAROP in its auditing procedures at no cost to EAROP. The provisions of this section shall be specifically enforceable.

7.2 NOTICE

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

8.2 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that EAROP personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, EAROP shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless EAROP gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or EAROP policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of EAROP

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

EXHIBIT A1:	WORK PLAN AND OUTCOMES
EXHIBIT A2:	INFORMATION TO BE COLLECTED FROM PARTNER SCHOOL DISTRICTS
EXHIBIT A3:	INFORMATION TO BE COLLECTED FROM CHABOT COLLEGE
EXHIBIT B:	INVOICING
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
EXHIBIT D1:	STATE "CONTRACTOR CERTIFICATION CLAUSES"

EXHIBIT D2: CERTIFICATIONS
EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)
EXHIBIT F: AUTHORIZED AGENTS
EXHIBIT G: NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 EXECUTED

12.1 Authority.

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Eden Area Regional Occupational Program. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 Executed.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Eden Area ROP ACCEPTS AND AGREES:

Signature: _____

Print Name: Linda Granger

Title: Superintendent, Eden Area ROP (Authorized Agent)

Date: _____

EXHIBIT A1: WORKPLAN AND OUTCOMES

#1 (LEA PARTNERS): 1,115 students will be enrolled in the career pathways program in the 2015-16 program year. This outcome will dovetail with our work in 2015-16 to develop new career pathway programs and enhance existing programs in each of our LEAs – to substantially increase the proportion of all students who have access to such programs linked to high-wage, high-growth jobs in dynamic industry sectors in the years ahead.

#6 (LEA PARTNERS): 120 K-12 students will participate in internships aligned with the career pathway program in which they are participating in the 2015-16 program year. This outcome will also enable us to establish a baseline against which we can measure our success at increasing such opportunities in the years ahead. We anticipate that, with the establishment of new career pathway programs and our efforts to expand partnerships with industry, there will be a substantial increase in the numbers of students (both high school and community college) who are placed in and complete internships subsequent to 2015-16.

#10 (LEA PARTNERS): 180 students will participate in a student leadership organization as part of the career pathway program in the 2015-16 program year. Eden Area ROP has a long history of supporting teachers and students to be engaged in student leadership organizations. Chabot College students also participate in various such organizations. We are planning to establish a new student leadership development effort as part of our Legal Practices career pathway program, for students from all four Eden Area LEAs. We would like to establish a baseline number for this outcome specific to the targeted pathways in 2015-16.

#1 (CHABOT COLLEGE). 233 students will be enrolled in the career pathway programs at Chabot College (as measured by the completion of their Student Education Plan-CTE Pathway). Chabot College collects data on student enrollment in particular classes, dual enrollment, and student participation in various types of programs (certificate, degree, transfer. Review of historical data and current data from Cal-PASS Plus will help Chabot establish a reliable baseline for this measure specific to the targeted pathways and assist it in setting goals and monitoring progress in future years.

#2 (CHABOT COLLEGE) 49 students will earn 147 credits in dual enrollment courses aligned with the career pathway program in which they are participating. Dual enrollment is an important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable students to have a head start in college that will increase their chances of completing the goals in their Education Plans.

#7 (CHABOT COLLEGE). 91 students will participate in job shadowing opportunities aligned with the career pathway program in which they are participating. Chabot's programs in all of the targeted pathways include job shadowing opportunities. We want to monitor our success at increasing participation in these over time.

EXHIBIT A2: Information to be collected from Partner School Districts

From CDE Evaluation

1. How many students recruited for career pathways? What are the demographics of the recruited students? Are these demographics representative of school?
2. Partnerships—how we work with existing partners AND new partners
3. Communication and Collaboration among Consortium partners:
 - a. Business
 - b. Chabot
 - c. LEAs
4. Efforts to integrate standards-based academics with curriculum AND articulation plans
5. Development or Use of innovative services to improve the success of student transition
6. The development of work-based learning activities
7. Data collection, tracking, reporting systems
8. Investment and leveraging of resources for sustainability
9. Professional Development activities
10. Status of Consortium's initial three measureable goals
11. Three goals for next year's grant funding
12. Evidence of CCPT's impact in terms of student benefits

From CDE Momentum Points

1. Number of students enrolled in the career pathway by year (Year 1, Year 2 etc.)
2. API of students enrolled in career pathway
3. Number of students who have successfully completed career pathway program with a grade of "C" or better in ALL pathway courses. Report on: English, Math, Science, History, and specific pathway courses
4. # of students participating in job shadowing (in pathway field)
5. # of students participating in mentoring opportunities (in pathway field)
6. # of students participating in internships (in pathway field)
7. # of students participating in work experience (in pathway field)
8. # of students participating in pre-apprenticeship program (in pathway field)
9. # of students participating in apprenticeship program (in pathway field)
10. # of students participating in a leadership program (in pathway field)
11. # of students in pathway program receiving a high school diploma for High school Equivalency Certificate
12. # of students in pathway program who received nationally recognized, industry valued certificate and/or state license.
13. # of students in the career pathways program who received state-approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Does the pathway course sequence include:
 - A sequence of 3 or more CTE classes in high school
 - Cross-disciplinary projects or assignments linking academic and CTE classes
 - Cohort scheduling that includes both CTE and academic classes

- Scheduling that enables in-depth extended projects and work-based learning
 - Dual enrollment opportunities
2. Are students in the pathway provided with regularly occurring additional supports for:
- Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Postsecondary transition (e.g. college tours, bridge programs)
 - Successful course completion (e.g. tutoring, personal counseling)
 - Preparation for postsecondary credit accrual (e.g. college assessments)
3. Are instructors in this pathway provided with opportunities for:
- Time for pathway academic and technical teachers to collaborate
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

Exhibit A3: Information to be collected from Chabot College

From CDE Momentum Points

1. # of students enrolled in the career pathway program
2. # of students and their credits earned in dual enrollment courses (in pathway)
3. # of students and their credits earned by exam opportunities (in pathway)
4. # of students who completed one credit-bearing course (in pathway)
5. # of students who completed two credit-bearing courses (in pathway)
6. # of students who completed career pathway in three categories
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
7. # of students participating in job shadowing (in pathway field)
8. # of students participating in mentoring opportunities (in pathway field)
9. # of students participating in internships (in pathway field)
10. # of students participating in work experience (in pathway field)
11. # of students participating in pre-apprenticeship program (in pathway field)
12. # of students participating in state approved apprenticeship program (in pathway field)
13. # of students participating in a leadership program (in pathway field)
14. # of students who transitioned from community college to four-year school
15. # of students in career pathway program who received a degree *not aligned to their targeted pathway*
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
16. # of students who entered employment (in pathway field)
17. # of students who entered additional training programs
18. # of students in career pathway program who received a nationally recognized industry-valued certificate or state license.
19. # of students in career pathway program who received a state approved CTE certificate and/or Chancellor's Office approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Are pathways college courses aligned to the K-12 feeder pathway courses?
2. Does this pathway offer stackable certificates?
3. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Successful course completion (e.g. tutoring, personal counseling)
4. Are instructors in this pathway provided with opportunities for:
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

EXHIBIT B: Invoicing

1. Invoices shall include the California Department of Education agreement number.
2. Invoicing must comply with the State Contracting Manual:
 - (a) State Contracting Manual, Chapter 3, Section 3.06 –See Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries
 - (b) State Contracting Manual, Chapter 7, Section 7.30 Contract Budgets, summarized below:
 - A. The following items should be included and all unit rates must be extended and totaled:
 1. Personal service costs showing individual or position rates per unit of time
 2. Fringe benefits costs citing actual benefits or a percentage of personal services costs
 3. Operating expenses including rent and supplies
 4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract
 5. Travel expenses and per diem rates set at the rate specified by the California Department of Human Resources for similar employees or verification supplied that such rates are not available to the contractor
 6. Overhead
 7. Other specific breakdown required
 - B. A consultant services contract must contain the above items.
 - C. If payment is based on a lump sum or fixed price for the total project, the contractor is paid for an agreed upon result.
3. PARTNER must include a statement in the invoice to EAROP affirming that PARTNER understands that funding for the project is a State grant, and that PARTNER applied appropriate accounting compliance procedures for State funds.
4. PARTNER must use EAROP invoicing forms and procedures.

INVOICE ADDENDUM: CAREER PATHWAYS TRUST IS STATE FUNDED

This form must be attached with every invoice submitted to EAROP for reimbursement of expenses.

AUTHORIZATION FOR CAREER PATHWAY TRUST COLLABORATIVE:

Career Pathways Trust (CPT), a California Department of Education career pathways program, is authorized to receive State funding under Assembly Bill 86, Chapter 48, Statutes of 2013. This AGREEMENT is funded in part or whole with a Career Pathways Trust Grant from the California Department of Education.

By checking the box below, PARTNER acknowledges that the attached invoice will be reimbursed with State funds, which are subject to State rules and guidelines.

PARTNER Acknowledges That State Funds Are Being Requested. (check box)	<input type="checkbox"/>
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances, California Department of Education.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.

- The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- School site councils have developed and approved a Single Plan for Student

- Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
 - Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
 - Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
 - At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Non procurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D1: STATE “CONTRACTOR CERTIFICATION CLAUSES”

(California Form: CCC-307)

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable 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)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

7. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

8. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

9. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (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.)

10. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

11. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

determine whether a corporation is in good standing by calling the Office of the Secretary of State.

12. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

13. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the 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 Section 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.

EXHIBIT D2: CERTIFICATIONS

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies 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 application 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Certification

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed		Executed in the County of

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Certification

Place of Performance (Street address, city, county, state, zip code)

Street Address	
City, County	
State, Zip Code	

Check [] if there are workplaces on file that are not identified here.

**EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)**

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

- A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
 - 1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
 - 2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
 - 3. An auxiliary organization of the CSU, or a California community college
 - 4. The Federal Government
 - 5. A foundation organized to support the Board of Governors of the California Community Colleges, or
 - 6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.
- B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
- C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
- D. Subcontracting without limitation: Services may be subcontracted without restriction only when:
 - 1. The primary agreement is a subvention agreement, or
 - 2. The total of all subcontracts does not exceed \$50,000 or 25 percent of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
 - 3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.
- E. Subcontracting subject to conditions: If the total of all subcontracts exceeds \$50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

EXHIBIT F: AUTHORIZED AGENTS

EAROP'S AUTHORIZED AGENTS

Name Linda Granger
Title Superintendent
Address 26316 Hesperian Blvd.
Hayward, CA 94545

Telephone (510) 293-2901
Facsimile (510) 293-8225

Name Evan Goldberg
Title Grant Coordinator
Address 26316 Hesperian Blvd
Hayward, CA 94545

Telephone (510) 293-2930
Facsimile (510) 293-8225

PARTNERS' AUTHORIZED AGENT(S)

Name Susan Sperling
Title President
Address 25555 Hesperian Blvd.
Hayward, CA 94545

Telephone (510) 723-6641
Facsimile _____
Other _____

Name Lorenzo Legaspi
Title Vice Chancellor, Business Services
Address 7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568

Telephone (925) 485-5203
Facsimile (925) 485-5255
Other _____

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

EXHIBIT G: NOTICE CONTACTS

EAROP'S NOTICE CONTACT

Name: Evan Goldberg
Title: Grant Coordinator
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Telephone (510) 293-2930
Facsimile (510) 293-8225
Email address: egoldberg@edenrop.org

PARTNER'S NOTICE CONTACT

Name: Yvonne Wu Craig
Title: Director of Grants
Address: 25555 Hesperian Blvd.
Hayward, CA 94545
Telephone: (510) 723-6810
Facsimile
Email address: ywu-craig@chabotcollege.edu

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address



MEMORANDUM OF UNDERSTANDING (MOU)

**CALIFORNIA CAREER PATHWAY TRUST
PARTNERSHIP AGREEMENT**

BETWEEN

**Eden Area Regional Occupational Program (LEAD AGENCY)
AND**

**Castro Valley Unified School District
Hayward Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
And
Chabot College**

1 **PREFACE**

This is an agreement (“AGREEMENT”) between lead agency Eden Area Regional Occupational Program (“EAROP”), located at 26316 Hesperian Blvd., Hayward CA 94545 and Castro Valley Unified School District, Hayward Unified School District, San Leandro Unified School District, San Lorenzo Unified School District, and Chabot College, [“CC PARTNER”], (collectively referenced as [“PARTNER(S)”]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is September 1, 2015 (“EFFECTIVE DATE”). AGREEMENT remains effective until it terminates on June 30, 2019 (“TERMINATION DATE”), as provided herein (collectively, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the California Career Pathways Trust (“CCPT”) from the California Department of Education for the amount of five million, eight-hundred fifty-two thousand, and two-hundred twenty dollars (\$5,852,220).

Whereas PARTNERS agreed to participate in and supported the Eden Area Career Pathways Consortium application for Career Pathways Trust (CPT) funding from the California Department of Education,

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the Eden Area Career Pathways Consortium application responded to these priorities and the CPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The Eden Area Career Pathways Consortium’s application proposed a collaboration between, K-12 school districts, Chabot College and industry on deep pathway design that will identify relevant technical skills, course sequences, early career advising and matriculation, assessment, enhanced student support, career readiness training, and development of a regional system for linking employers to the classroom and student experience through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the Eden Area Career Pathways Consortium application include public service and law, advanced manufacturing/engineering, and information & computer technologies/digital arts.

Whereas the CPT RFA established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our CPT application and all of the specific provisions of the CPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Whereas the CPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and EAROP shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

2.1 PARTNER’S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Castro Valley Unified School District shall receive \$667,522 on a quarterly reimbursement basis as specified in PARTNER budgets, agreed upon by Eden Area Regional Occupational Program management, based upon continued funding from the California Department of Education for this CCPT grant.

PARTNERS, collectively, shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Work Plan and Outcomes (collectively, “WORK”).

Relationship and Governance

- To enter into a legally binding MOU with the Eden Area Regional Occupational Program, which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup, Work-Based Learning group, Middle School Exploration group, Data group and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty or school leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Designate district personnel for planning efforts to: (1) advise career pathway programs so they meet current and emerging industry needs; (2) coordinate work-based learning opportunities for students among other functions to be determined; and (3) subsequently participate in periodic meetings to guide the CPT effort.
- Work towards a financial commitment along with the other CPT consortium partners so that the work can be sustained beyond the CPT funding period – based on the impact on career pathway programs’ effectiveness and on students’ preparation for college, career, and adult life.
- Ensure that faculty and school leaders access CPT-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, alignment with Common Core and Next Generation Science Standards, utilizing project-based learning, service-learning and integrating 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Design systems that integrate various levels of Work-Based Learning Activities, including: Awareness (guest speakers), Exploration (job shadowing), Preparation (project-based learning, service-learning), Career Training (internships).
- Develop capstone senior projects that involve multi-disciplinary, sophisticated work, aligned with career pathways.
- Connect student learning with acquisition of industry recognized or stackable certificates.
- Provide opportunities for students to engage in leadership opportunities, including participation in SkillsUSA, Mock Trial, and other leadership opportunities
- Recruit a cohort of students each year that is broadly representative of overall district population, including students with special needs, for enrollment in each of career

pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these pathways.

- Ensure that classroom learning promotes students' development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for dual or concurrent enrollment in community college courses aligned with their career pathways while they are still in high school.
- Connect students with support services – such as college and career counseling, educational planning, and health supports – to facilitate their success in their career pathway programs and education in general.
- During the school year and the summer, engage middle school students and their families in college and career awareness and career exploration activities, and assist students and families to select their high school pathways prior to 9th grade.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Participate in a pathway and course naming convention with Consortium Partners and agree to using those conventions (and related translation tables) when identifying and tracking pathway students and courses.
- Develop a Memorandum of Understanding with CalPASS Plus no less than 2 months after the grant start date to support the uploading and sharing of data through a common platform, perform regular uploads of appropriate data to CalPASS Plus as well as an initial submission of at least five years of retrospective data to CalPASS Plus at the beginning of the grant.
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.

As part of participation in the Eden Area Career Pathways Consortium's project, PARTNERS agree to maximize the use of resources independent of the CPT grant to strengthen career pathways and support the needs of students within them. These resources will be used to support the project's coordination, data gathering and sharing, collaborative planning, professional development, and services for students.

Requirements for Communication and Reporting

PARTNER shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and Exhibit B—Budget and Payment Schedule.

2.2 Invoices

See Section 3 and Exhibit B—Budget and Payment Schedule. PARTNER must include a statement in the invoice acknowledging that state grant is the funding source for the payment.

2.4 Fiscal Reports

PARTNER shall comply with all state accounting practices.

2.5 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to EAROP to enable EAROP's timely and complete submission to the State. EAROP is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to EAROP an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students enrolled in the career pathways program.
2. Number of students participating in internships as part of the career pathways program.
3. Number of students participating in student leadership programs as part of the career pathways program.

CC PARTNERS (Chabot College)

1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway).
2. Number of students who earn credits in dual enrollment courses.
3. Number of students participating job shadowing opportunities as part of the career pathways program.

2.6 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – EAROP shall review all financial and performance reports submitted by PARTNER.
- *Site visits* – PARTNER shall allow periodic site visits by EAROP and the state project monitor to review financial and programmatic records and observe operations. EAROP will provide at least one week prior notice before a site visit.
- *Regular contact* – EAROP and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities.

2.7 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to EAROP by June 30th of each program year, or dates provided by the California Department of Education:

Year 1 (2015–16):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2016–17):

- Input student data
- Track student progress and activities

- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2017–18):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2018–19):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

2.8 Document Retention

PARTNER shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used.

2.9 Subcontracting

PARTNER shall adhere to the rules in Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

EAROP shall pay each PARTNER according to Exhibit B—Budget and Payment Schedule.

PARTNER shall invoice EAROP for payments as set forth in Exhibit B—Budget and Payment Schedule. Late payment by EAROP up to six months shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice EAROP for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be in accordance with Exhibit E—Travel and Per Diem Limitations.

This contract does not permit PARTNER to charge *indirect* expenses to EAROP for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that EAROP may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

EAROP may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect EAROP from loss because of:

- a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, EAROP shall have no obligation to make any payment to PARTNER at any time, after NOTICE to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this AGREEMENT.

5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

PARTNER declares that PARTNER shall fully comply with all laws, executive orders, regulations, Eden Area ROP Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Eden Area ROP Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. EAROP shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or EAROP'S conflict of interest code (BP 2710, AP 2710, and AP 2712). PARTNER represents that it has completely disclosed to EAROP, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which PARTNER believes any member of EAROP or other officer, agent, or employee of EAROP or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

State Certification Clauses—SIGNATURE ON EXHIBIT D1 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Exhibit D1—State Contractor Certification Clauses.

Exhibit D1 requires the signature of PARTNER’S authorizing agent.

5.6 Certification Clauses— SIGNATURE ON EXHIBIT D2 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D2—Certifications.

Exhibit D2 requires the signature of PARTNER’S authorizing agent.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows EAROP access and affirms student confidentiality requirements.

EAROP and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by EAROP in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, “Confidential Information”). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER shall not disclose Confidential Information to any third party except as EAROP authorizes, and shall disclose it to those within PARTNER’S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as EAROP may approve. This provision is not intended to restrict PARTNER’s right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless EAROP from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained by EAROP as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

EAROP shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist EAROP in its auditing procedures at no cost to EAROP. The provisions of this section shall be specifically enforceable.

7.2 NOTICE

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

8.2 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that EAROP personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, EAROP shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless EAROP gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or EAROP policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of EAROP

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

EXHIBIT A1:	WORK PLAN AND OUTCOMES
EXHIBIT A2:	INFORMATION TO BE COLLECTED FROM PARTNER SCHOOL DISTRICTS
EXHIBIT A3:	INFORMATION TO BE COLLECTED FROM CHABOT COLLEGE
EXHIBIT B:	INVOICING
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
EXHIBIT D1:	STATE "CONTRACTOR CERTIFICATION CLAUSES"

EXHIBIT D2: CERTIFICATIONS
EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)
EXHIBIT F: AUTHORIZED AGENTS
EXHIBIT G: NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 EXECUTED

12.1 Authority.

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Eden Area Regional Occupational Program. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 Executed.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Eden Area ROP ACCEPTS AND AGREES:

Signature: _____

Print Name: Linda Granger

Title: Superintendent, Eden Area ROP (Authorized Agent)

Date: _____

EXHIBIT A1: WORKPLAN AND OUTCOMES

#1 (LEA PARTNERS): 1,115 students will be enrolled in the career pathways program in the 2015-16 program year. This outcome will dovetail with our work in 2015-16 to develop new career pathway programs and enhance existing programs in each of our LEAs – to substantially increase the proportion of all students who have access to such programs linked to high-wage, high-growth jobs in dynamic industry sectors in the years ahead.

#6 (LEA PARTNERS): 120 K-12 students will participate in internships aligned with the career pathway program in which they are participating in the 2015-16 program year. This outcome will also enable us to establish a baseline against which we can measure our success at increasing such opportunities in the years ahead. We anticipate that, with the establishment of new career pathway programs and our efforts to expand partnerships with industry, there will be a substantial increase in the numbers of students (both high school and community college) who are placed in and complete internships subsequent to 2015-16.

#10 (LEA PARTNERS): 180 students will participate in a student leadership organization as part of the career pathway program in the 2015-16 program year. Eden Area ROP has a long history of supporting teachers and students to be engaged in student leadership organizations. Chabot College students also participate in various such organizations. We are planning to establish a new student leadership development effort as part of our Legal Practices career pathway program, for students from all four Eden Area LEAs. We would like to establish a baseline number for this outcome specific to the targeted pathways in 2015-16.

#1 (CHABOT COLLEGE). 233 students will be enrolled in the career pathway programs at Chabot College (as measured by the completion of their Student Education Plan-CTE Pathway). Chabot College collects data on student enrollment in particular classes, dual enrollment, and student participation in various types of programs (certificate, degree, transfer. Review of historical data and current data from Cal-PASS Plus will help Chabot establish a reliable baseline for this measure specific to the targeted pathways and assist it in setting goals and monitoring progress in future years.

#2 (CHABOT COLLEGE) 49 students will earn 147 credits in dual enrollment courses aligned with the career pathway program in which they are participating. Dual enrollment is an important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable students to have a head start in college that will increase their chances of completing the goals in their Education Plans.

#7 (CHABOT COLLEGE). 91 students will participate in job shadowing opportunities aligned with the career pathway program in which they are participating. Chabot's programs in all of the targeted pathways include job shadowing opportunities. We want to monitor our success at increasing participation in these over time.

EXHIBIT A2: Information to be collected from Partner School Districts

From CDE Evaluation

1. How many students recruited for career pathways? What are the demographics of the recruited students? Are these demographics representative of school?
2. Partnerships—how we work with existing partners AND new partners
3. Communication and Collaboration among Consortium partners:
 - a. Business
 - b. Chabot
 - c. LEAs
4. Efforts to integrate standards-based academics with curriculum AND articulation plans
5. Development or Use of innovative services to improve the success of student transition
6. The development of work-based learning activities
7. Data collection, tracking, reporting systems
8. Investment and leveraging of resources for sustainability
9. Professional Development activities
10. Status of Consortium's initial three measureable goals
11. Three goals for next year's grant funding
12. Evidence of CCPT's impact in terms of student benefits

From CDE Momentum Points

1. Number of students enrolled in the career pathway by year (Year 1, Year 2 etc.)
2. API of students enrolled in career pathway
3. Number of students who have successfully completed career pathway program with a grade of "C" or better in ALL pathway courses. Report on: English, Math, Science, History, and specific pathway courses
4. # of students participating in job shadowing (in pathway field)
5. # of students participating in mentoring opportunities (in pathway field)
6. # of students participating in internships (in pathway field)
7. # of students participating in work experience (in pathway field)
8. # of students participating in pre-apprenticeship program (in pathway field)
9. # of students participating in apprenticeship program (in pathway field)
10. # of students participating in a leadership program (in pathway field)
11. # of students in pathway program receiving a high school diploma for High school Equivalency Certificate
12. # of students in pathway program who received nationally recognized, industry valued certificate and/or state license.
13. # of students in the career pathways program who received state-approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Does the pathway course sequence include:
 - A sequence of 3 or more CTE classes in high school
 - Cross-disciplinary projects or assignments linking academic and CTE classes
 - Cohort scheduling that includes both CTE and academic classes

- Scheduling that enables in-depth extended projects and work-based learning
 - Dual enrollment opportunities
2. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Postsecondary transition (e.g. college tours, bridge programs)
 - Successful course completion (e.g. tutoring, personal counseling)
 - Preparation for postsecondary credit accrual (e.g. college assessments)
 3. Are instructors in this pathway provided with opportunities for:
 - Time for pathway academic and technical teachers to collaborate
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

Exhibit A3: Information to be collected from Chabot College

From CDE Momentum Points

1. # of students enrolled in the career pathway program
2. # of students and their credits earned in dual enrollment courses (in pathway)
3. # of students and their credits earned by exam opportunities (in pathway)
4. # of students who completed one credit-bearing course (in pathway)
5. # of students who completed two credit-bearing courses (in pathway)
6. # of students who completed career pathway in three categories
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
7. # of students participating in job shadowing (in pathway field)
8. # of students participating in mentoring opportunities (in pathway field)
9. # of students participating in internships (in pathway field)
10. # of students participating in work experience (in pathway field)
11. # of students participating in pre-apprenticeship program (in pathway field)
12. # of students participating in state approved apprenticeship program (in pathway field)
13. # of students participating in a leadership program (in pathway field)
14. # of students who transitioned from community college to four-year school
15. # of students in career pathway program who received a degree *not aligned to their targeted pathway*
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
16. # of students who entered employment (in pathway field)
17. # of students who entered additional training programs
18. # of students in career pathway program who received a nationally recognized industry-valued certificate or state license.
19. # of students in career pathway program who received a state approved CTE certificate and/or Chancellor's Office approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Are pathways college courses aligned to the K-12 feeder pathway courses?
2. Does this pathway offer stackable certificates?
3. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Successful course completion (e.g. tutoring, personal counseling)
4. Are instructors in this pathway provided with opportunities for:
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

EXHIBIT B: Invoicing

1. Invoices shall include the California Department of Education agreement number.
2. Invoicing must comply with the State Contracting Manual:
 - (a) State Contracting Manual, Chapter 3, Section 3.06 –See Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries
 - (b) State Contracting Manual, Chapter 7, Section 7.30 Contract Budgets, summarized below:
 - A. The following items should be included and all unit rates must be extended and totaled:
 1. Personal service costs showing individual or position rates per unit of time
 2. Fringe benefits costs citing actual benefits or a percentage of personal services costs
 3. Operating expenses including rent and supplies
 4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract
 5. Travel expenses and per diem rates set at the rate specified by the California Department of Human Resources for similar employees or verification supplied that such rates are not available to the contractor
 6. Overhead
 7. Other specific breakdown required
 - B. A consultant services contract must contain the above items.
 - C. If payment is based on a lump sum or fixed price for the total project, the contractor is paid for an agreed upon result.
3. PARTNER must include a statement in the invoice to EAROP affirming that PARTNER understands that funding for the project is a State grant, and that PARTNER applied appropriate accounting compliance procedures for State funds.
4. PARTNER must use EAROP invoicing forms and procedures.

INVOICE ADDENDUM: CAREER PATHWAYS TRUST IS STATE FUNDED

This form must be attached with every invoice submitted to EAROP for reimbursement of expenses.

AUTHORIZATION FOR CAREER PATHWAY TRUST COLLABORATIVE:

Career Pathways Trust (CPT), a California Department of Education career pathways program, is authorized to receive State funding under Assembly Bill 86, Chapter 48, Statutes of 2013. This AGREEMENT is funded in part or whole with a Career Pathways Trust Grant from the California Department of Education.

By checking the box below, PARTNER acknowledges that the attached invoice will be reimbursed with State funds, which are subject to State rules and guidelines.

PARTNER Acknowledges That State Funds Are Being Requested. (check box)	<input type="checkbox"/>
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances, California Department of Education.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.

- The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- School site councils have developed and approved a Single Plan for Student

- Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
 - Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
 - Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
 - At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Non procurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D1: STATE “CONTRACTOR CERTIFICATION CLAUSES”

(California Form: CCC-307)

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable 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)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

7. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

8. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

9. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (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.)

10. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

11. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

determine whether a corporation is in good standing by calling the Office of the Secretary of State.

12. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

13. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the 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 Section 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.

EXHIBIT D2: CERTIFICATIONS

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies 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 application 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Certification

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed		Executed in the County of

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Certification

Place of Performance (Street address, city, county, state, zip code)

Street Address	
City, County	
State, Zip Code	

Check [] if there are workplaces on file that are not identified here.

**EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)**

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

- A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
 - 1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
 - 2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
 - 3. An auxiliary organization of the CSU, or a California community college
 - 4. The Federal Government
 - 5. A foundation organized to support the Board of Governors of the California Community Colleges, or
 - 6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.
- B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
- C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
- D. Subcontracting without limitation: Services may be subcontracted without restriction only when:
 - 1. The primary agreement is a subvention agreement, or
 - 2. The total of all subcontracts does not exceed \$50,000 or 25 percent of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
 - 3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.
- E. Subcontracting subject to conditions: If the total of all subcontracts exceeds \$50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

EXHIBIT F: AUTHORIZED AGENTS

EAROP'S AUTHORIZED AGENTS

Name Linda Granger
Title Superintendent
Address 26316 Hesperian Blvd.
Hayward, CA 94545

Telephone (510) 293-2901
Facsimile (510) 293-8225

Name Evan Goldberg
Title Grant Coordinator
Address 26316 Hesperian Blvd
Hayward, CA 94545

Telephone (510) 293-2930
Facsimile (510) 293-8225

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

EXHIBIT G: NOTICE CONTACTS

EAROP'S NOTICE CONTACT

Name: Evan Goldberg
Title: Grant Coordinator
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Telephone (510) 293-2930
Facsimile (510) 293-8225
Email address: egoldberg@edenrop.org

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address



MEMORANDUM OF UNDERSTANDING (MOU)

**CALIFORNIA CAREER PATHWAY TRUST
PARTNERSHIP AGREEMENT**

BETWEEN

**Eden Area Regional Occupational Program (LEAD AGENCY)
AND**

**Castro Valley Unified School District
Hayward Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
And
Chabot College**

1 **PREFACE**

This is an agreement (“AGREEMENT”) between lead agency Eden Area Regional Occupational Program (“EAROP”), located at 26316 Hesperian Blvd., Hayward CA 94545 and Castro Valley Unified School District, Hayward Unified School District, San Leandro Unified School District, San Lorenzo Unified School District, and Chabot College, [“CC PARTNER”], (collectively referenced as [“PARTNER(S)”]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is September 1, 2015 (“EFFECTIVE DATE”). AGREEMENT remains effective until it terminates on June 30, 2019 (“TERMINATION DATE”), as provided herein (collectively, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the California Career Pathways Trust (“CCPT”) from the California Department of Education for the amount of five million, eight-hundred fifty-two thousand, and two-hundred twenty dollars (\$5,852,220).

Whereas PARTNERS agreed to participate in and supported the Eden Area Career Pathways Consortium application for Career Pathways Trust (CPT) funding from the California Department of Education,

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the Eden Area Career Pathways Consortium application responded to these priorities and the CPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The Eden Area Career Pathways Consortium’s application proposed a collaboration between, K-12 school districts, Chabot College and industry on deep pathway design that will identify relevant technical skills, course sequences, early career advising and matriculation, assessment, enhanced student support, career readiness training, and development of a regional system for linking employers to the classroom and student experience through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the Eden Area Career Pathways Consortium application include public service and law, advanced manufacturing/engineering, and information & computer technologies/digital arts.

Whereas the CPT RFA established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our CPT application and all of the specific provisions of the CPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Whereas the CPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and EAROP shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

2.1 PARTNER’S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Hayward Unified School District shall receive \$1,542,840 on a quarterly reimbursement basis as specified in PARTNER budgets, agreed upon by Eden Area Regional Occupational Program management, based upon continued funding from the California Department of Education for this CCPT grant.

PARTNERS, collectively, shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Work Plan and Outcomes (collectively, “WORK”).

Relationship and Governance

- To enter into a legally binding MOU with the Eden Area Regional Occupational Program, which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup, Work-Based Learning group, Middle School Exploration group, Data group and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty or school leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Designate district personnel for planning efforts to: (1) advise career pathway programs so they meet current and emerging industry needs; (2) coordinate work-based learning opportunities for students among other functions to be determined; and (3) subsequently participate in periodic meetings to guide the CPT effort.
- Work towards a financial commitment along with the other CPT consortium partners so that the work can be sustained beyond the CPT funding period – based on the impact on career pathway programs’ effectiveness and on students’ preparation for college, career, and adult life.
- Ensure that faculty and school leaders access CPT-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, alignment with Common Core and Next Generation Science Standards, utilizing project-based learning, service-learning and integrating 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Design systems that integrate various levels of Work-Based Learning Activities, including: Awareness (guest speakers), Exploration (job shadowing), Preparation (project-based learning, service-learning), Career Training (internships).
- Develop capstone senior projects that involve multi-disciplinary, sophisticated work, aligned with career pathways.
- Connect student learning with acquisition of industry recognized or stackable certificates.
- Provide opportunities for students to engage in leadership opportunities, including participation in SkillsUSA, Mock Trial, and other leadership opportunities
- Recruit a cohort of students each year that is broadly representative of overall district population, including students with special needs, for enrollment in each of career

pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these pathways.

- Ensure that classroom learning promotes students' development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for dual or concurrent enrollment in community college courses aligned with their career pathways while they are still in high school.
- Connect students with support services – such as college and career counseling, educational planning, and health supports – to facilitate their success in their career pathway programs and education in general.
- During the school year and the summer, engage middle school students and their families in college and career awareness and career exploration activities, and assist students and families to select their high school pathways prior to 9th grade.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Participate in a pathway and course naming convention with Consortium Partners and agree to using those conventions (and related translation tables) when identifying and tracking pathway students and courses.
- Develop a Memorandum of Understanding with CalPASS Plus no less than 2 months after the grant start date to support the uploading and sharing of data through a common platform, perform regular uploads of appropriate data to CalPASS Plus as well as an initial submission of at least five years of retrospective data to CalPASS Plus at the beginning of the grant.
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.

As part of participation in the Eden Area Career Pathways Consortium's project, PARTNERS agree to maximize the use of resources independent of the CPT grant to strengthen career pathways and support the needs of students within them. These resources will be used to support the project's coordination, data gathering and sharing, collaborative planning, professional development, and services for students.

Requirements for Communication and Reporting

PARTNER shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and Exhibit B—Budget and Payment Schedule.

2.2 Invoices

See Section 3 and Exhibit B—Budget and Payment Schedule. PARTNER must include a statement in the invoice acknowledging that state grant is the funding source for the payment.

2.4 Fiscal Reports

PARTNER shall comply with all state accounting practices.

2.5 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to EAROP to enable EAROP's timely and complete submission to the State. EAROP is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to EAROP an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students enrolled in the career pathways program.
2. Number of students participating in internships as part of the career pathways program.
3. Number of students participating in student leadership programs as part of the career pathways program.

CC PARTNERS (Chabot College)

1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway).
2. Number of students who earn credits in dual enrollment courses.
3. Number of students participating job shadowing opportunities as part of the career pathways program.

2.6 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – EAROP shall review all financial and performance reports submitted by PARTNER.
- *Site visits* – PARTNER shall allow periodic site visits by EAROP and the state project monitor to review financial and programmatic records and observe operations. EAROP will provide at least one week prior notice before a site visit.
- *Regular contact* – EAROP and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities.

2.7 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to EAROP by June 30th of each program year, or dates provided by the California Department of Education:

Year 1 (2015–16):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2016–17):

- Input student data
- Track student progress and activities

- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2017–18):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2018–19):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

2.8 Document Retention

PARTNER shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used.

2.9 Subcontracting

PARTNER shall adhere to the rules in Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

EAROP shall pay each PARTNER according to Exhibit B—Budget and Payment Schedule.

PARTNER shall invoice EAROP for payments as set forth in Exhibit B—Budget and Payment Schedule. Late payment by EAROP up to six months shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice EAROP for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be in accordance with Exhibit E—Travel and Per Diem Limitations.

This contract does not permit PARTNER to charge *indirect* expenses to EAROP for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that EAROP may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

EAROP may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect EAROP from loss because of:

- a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, EAROP shall have no obligation to make any payment to PARTNER at any time, after NOTICE to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this AGREEMENT.

5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

PARTNER declares that PARTNER shall fully comply with all laws, executive orders, regulations, Eden Area ROP Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Eden Area ROP Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. EAROP shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or EAROP'S conflict of interest code (BP 2710, AP 2710, and AP 2712). PARTNER represents that it has completely disclosed to EAROP, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which PARTNER believes any member of EAROP or other officer, agent, or employee of EAROP or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

State Certification Clauses—SIGNATURE ON EXHIBIT D1 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Exhibit D1—State Contractor Certification Clauses.

Exhibit D1 requires the signature of PARTNER’S authorizing agent.

5.6 Certification Clauses— SIGNATURE ON EXHIBIT D2 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D2—Certifications.

Exhibit D2 requires the signature of PARTNER’S authorizing agent.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows EAROP access and affirms student confidentiality requirements.

EAROP and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by EAROP in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, “Confidential Information”). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER shall not disclose Confidential Information to any third party except as EAROP authorizes, and shall only disclose it to those within PARTNER’S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as EAROP may approve. This provision is not intended to restrict PARTNER’s right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless EAROP from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained by EAROP as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

EAROP shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist EAROP in its auditing procedures at no cost to EAROP. The provisions of this section shall be specifically enforceable.

7.2 NOTICE

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

8.2 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that EAROP personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, EAROP shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless EAROP gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or EAROP policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of EAROP

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

EXHIBIT A1:	WORK PLAN AND OUTCOMES
EXHIBIT A2:	INFORMATION TO BE COLLECTED FROM PARTNER SCHOOL DISTRICTS
EXHIBIT A3:	INFORMATION TO BE COLLECTED FROM CHABOT COLLEGE
EXHIBIT B:	INVOICING
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
EXHIBIT D1:	STATE "CONTRACTOR CERTIFICATION CLAUSES"

EXHIBIT D2: CERTIFICATIONS
EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)
EXHIBIT F: AUTHORIZED AGENTS
EXHIBIT G: NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 **EXECUTED**

12.1 **Authority.**

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Eden Area Regional Occupational Program. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 **Executed.**

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Eden Area ROP ACCEPTS AND AGREES:

Signature: _____

Print Name: Linda Granger

Title: Superintendent, Eden Area ROP (Authorized Agent)

Date: _____

EXHIBIT A1: WORKPLAN AND OUTCOMES

#1 (LEA PARTNERS): 1,115 students will be enrolled in the career pathways program in the 2015-16 program year. This outcome will dovetail with our work in 2015-16 to develop new career pathway programs and enhance existing programs in each of our LEAs – to substantially increase the proportion of all students who have access to such programs linked to high-wage, high-growth jobs in dynamic industry sectors in the years ahead.

#6 (LEA PARTNERS): 120 K-12 students will participate in internships aligned with the career pathway program in which they are participating in the 2015-16 program year. This outcome will also enable us to establish a baseline against which we can measure our success at increasing such opportunities in the years ahead. We anticipate that, with the establishment of new career pathway programs and our efforts to expand partnerships with industry, there will be a substantial increase in the numbers of students (both high school and community college) who are placed in and complete internships subsequent to 2015-16.

#10 (LEA PARTNERS): 180 students will participate in a student leadership organization as part of the career pathway program in the 2015-16 program year. Eden Area ROP has a long history of supporting teachers and students to be engaged in student leadership organizations. Chabot College students also participate in various such organizations. We are planning to establish a new student leadership development effort as part of our Legal Practices career pathway program, for students from all four Eden Area LEAs. We would like to establish a baseline number for this outcome specific to the targeted pathways in 2015-16.

#1 (CHABOT COLLEGE). 233 students will be enrolled in the career pathway programs at Chabot College (as measured by the completion of their Student Education Plan-CTE Pathway). Chabot College collects data on student enrollment in particular classes, dual enrollment, and student participation in various types of programs (certificate, degree, transfer. Review of historical data and current data from Cal-PASS Plus will help Chabot establish a reliable baseline for this measure specific to the targeted pathways and assist it in setting goals and monitoring progress in future years.

#2 (CHABOT COLLEGE) 49 students will earn 147 credits in dual enrollment courses aligned with the career pathway program in which they are participating. Dual enrollment is an important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable students to have a head start in college that will increase their chances of completing the goals in their Education Plans.

#7 (CHABOT COLLEGE). 91 students will participate in job shadowing opportunities aligned with the career pathway program in which they are participating. Chabot's programs in all of the targeted pathways include job shadowing opportunities. We want to monitor our success at increasing participation in these over time.

EXHIBIT A2: Information to be collected from Partner School Districts

From CDE Evaluation

1. How many students recruited for career pathways? What are the demographics of the recruited students? Are these demographics representative of school?
2. Partnerships—how we work with existing partners AND new partners
3. Communication and Collaboration among Consortium partners:
 - a. Business
 - b. Chabot
 - c. LEAs
4. Efforts to integrate standards-based academics with curriculum AND articulation plans
5. Development or Use of innovative services to improve the success of student transition
6. The development of work-based learning activities
7. Data collection, tracking, reporting systems
8. Investment and leveraging of resources for sustainability
9. Professional Development activities
10. Status of Consortium's initial three measureable goals
11. Three goals for next year's grant funding
12. Evidence of CCPT's impact in terms of student benefits

From CDE Momentum Points

1. Number of students enrolled in the career pathway by year (Year 1, Year 2 etc.)
2. API of students enrolled in career pathway
3. Number of students who have successfully completed career pathway program with a grade of "C" or better in ALL pathway courses. Report on: English, Math, Science, History, and specific pathway courses
4. # of students participating in job shadowing (in pathway field)
5. # of students participating in mentoring opportunities (in pathway field)
6. # of students participating in internships (in pathway field)
7. # of students participating in work experience (in pathway field)
8. # of students participating in pre-apprenticeship program (in pathway field)
9. # of students participating in apprenticeship program (in pathway field)
10. # of students participating in a leadership program (in pathway field)
11. # of students in pathway program receiving a high school diploma for High school Equivalency Certificate
12. # of students in pathway program who received nationally recognized, industry valued certificate and/or state license.
13. # of students in the career pathways program who received state-approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Does the pathway course sequence include:
 - A sequence of 3 or more CTE classes in high school
 - Cross-disciplinary projects or assignments linking academic and CTE classes
 - Cohort scheduling that includes both CTE and academic classes

- Scheduling that enables in-depth extended projects and work-based learning
 - Dual enrollment opportunities
2. Are students in the pathway provided with regularly occurring additional supports for:
- Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Postsecondary transition (e.g. college tours, bridge programs)
 - Successful course completion (e.g. tutoring, personal counseling)
 - Preparation for postsecondary credit accrual (e.g. college assessments)
3. Are instructors in this pathway provided with opportunities for:
- Time for pathway academic and technical teachers to collaborate
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

Exhibit A3: Information to be collected from Chabot College

From CDE Momentum Points

1. # of students enrolled in the career pathway program
2. # of students and their credits earned in dual enrollment courses (in pathway)
3. # of students and their credits earned by exam opportunities (in pathway)
4. # of students who completed one credit-bearing course (in pathway)
5. # of students who completed two credit-bearing courses (in pathway)
6. # of students who completed career pathway in three categories
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
7. # of students participating in job shadowing (in pathway field)
8. # of students participating in mentoring opportunities (in pathway field)
9. # of students participating in internships (in pathway field)
10. # of students participating in work experience (in pathway field)
11. # of students participating in pre-apprenticeship program (in pathway field)
12. # of students participating in state approved apprenticeship program (in pathway field)
13. # of students participating in a leadership program (in pathway field)
14. # of students who transitioned from community college to four-year school
15. # of students in career pathway program who received a degree *not aligned to their targeted pathway*
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
16. # of students who entered employment (in pathway field)
17. # of students who entered additional training programs
18. # of students in career pathway program who received a nationally recognized industry-valued certificate or state license.
19. # of students in career pathway program who received a state approved CTE certificate and/or Chancellor's Office approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Are pathways college courses aligned to the K-12 feeder pathway courses?
2. Does this pathway offer stackable certificates?
3. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Successful course completion (e.g. tutoring, personal counseling)
4. Are instructors in this pathway provided with opportunities for:
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

EXHIBIT B: Invoicing

1. Invoices shall include the California Department of Education agreement number.
2. Invoicing must comply with the State Contracting Manual:
 - (a) State Contracting Manual, Chapter 3, Section 3.06 –See Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries
 - (b) State Contracting Manual, Chapter 7, Section 7.30 Contract Budgets, summarized below:
 - A. The following items should be included and all unit rates must be extended and totaled:
 1. Personal service costs showing individual or position rates per unit of time
 2. Fringe benefits costs citing actual benefits or a percentage of personal services costs
 3. Operating expenses including rent and supplies
 4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract
 5. Travel expenses and per diem rates set at the rate specified by the California Department of Human Resources for similar employees or verification supplied that such rates are not available to the contractor
 6. Overhead
 7. Other specific breakdown required
 - B. A consultant services contract must contain the above items.
 - C. If payment is based on a lump sum or fixed price for the total project, the contractor is paid for an agreed upon result.
3. PARTNER must include a statement in the invoice to EAROP affirming that PARTNER understands that funding for the project is a State grant, and that PARTNER applied appropriate accounting compliance procedures for State funds.
4. PARTNER must use EAROP invoicing forms and procedures.

INVOICE ADDENDUM: CAREER PATHWAYS TRUST IS STATE FUNDED

This form must be attached with every invoice submitted to EAROP for reimbursement of expenses.

AUTHORIZATION FOR CAREER PATHWAY TRUST COLLABORATIVE:

Career Pathways Trust (CPT), a California Department of Education career pathways program, is authorized to receive State funding under Assembly Bill 86, Chapter 48, Statutes of 2013. This AGREEMENT is funded in part or whole with a Career Pathways Trust Grant from the California Department of Education.

By checking the box below, PARTNER acknowledges that the attached invoice will be reimbursed with State funds, which are subject to State rules and guidelines.

PARTNER Acknowledges That State Funds Are Being Requested. (check box)	<input type="checkbox"/>
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances, California Department of Education.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.

- The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- School site councils have developed and approved a Single Plan for Student

- Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
 - Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
 - Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
 - At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Non procurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D1: STATE “CONTRACTOR CERTIFICATION CLAUSES”

(California Form: CCC-307)

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable 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)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

7. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

8. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

9. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (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.)

10. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

11. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

determine whether a corporation is in good standing by calling the Office of the Secretary of State.

12. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

13. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the 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 Section 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.

EXHIBIT D2: CERTIFICATIONS

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies 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 application 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Certification

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed		Executed in the County of

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Certification

Place of Performance (Street address, city, county, state, zip code)

Street Address	
City, County	
State, Zip Code	

Check [] if there are workplaces on file that are not identified here.

EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND THEIR AUXILIARIES (SUBCONTRACTING)

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

- A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
 - 1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
 - 2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
 - 3. An auxiliary organization of the CSU, or a California community college
 - 4. The Federal Government
 - 5. A foundation organized to support the Board of Governors of the California Community Colleges, or
 - 6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.
- B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
- C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
- D. Subcontracting without limitation: Services may be subcontracted without restriction only when:
 - 1. The primary agreement is a subvention agreement, or
 - 2. The total of all subcontracts does not exceed \$50,000 or 25 percent of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
 - 3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.
- E. Subcontracting subject to conditions: If the total of all subcontracts exceeds \$50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

EXHIBIT F: AUTHORIZED AGENTS

EAROP'S AUTHORIZED AGENTS

Name Linda Granger
Title Superintendent
Address 26316 Hesperian Blvd.
Hayward, CA 94545

Telephone (510) 293-2901
Facsimile (510) 293-8225

Name Evan Goldberg
Title Grant Coordinator
Address 26316 Hesperian Blvd
Hayward, CA 94545

Telephone (510) 293-2930
Facsimile (510) 293-8225

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

EXHIBIT G: NOTICE CONTACTS

EAROP'S NOTICE CONTACT

Name: Evan Goldberg
Title: Grant Coordinator
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Telephone (510) 293-2930
Facsimile (510) 293-8225
Email address: egoldberg@edenrop.org

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address



MEMORANDUM OF UNDERSTANDING (MOU)

**CALIFORNIA CAREER PATHWAY TRUST
PARTNERSHIP AGREEMENT
BETWEEN
Eden Area Regional Occupational Program (LEAD AGENCY)
AND**

**Castro Valley Unified School District
Hayward Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
And
Chabot College**

1 **PREFACE**

This is an agreement (“AGREEMENT”) between lead agency Eden Area Regional Occupational Program (“EAROP”), located at 26316 Hesperian Blvd., Hayward CA 94545 and Castro Valley Unified School District, Hayward Unified School District, San Leandro Unified School District, San Lorenzo Unified School District, and Chabot College, [“CC PARTNER”], (collectively referenced as [“PARTNER(S)”]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is September 1, 2015 (“EFFECTIVE DATE”). AGREEMENT remains effective until it terminates on June 30, 2019 (“TERMINATION DATE”), as provided herein (collectively, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the California Career Pathways Trust (“CCPT”) from the California Department of Education for the amount of five million, eight-hundred fifty-two thousand, and two-hundred twenty dollars (\$5,852,220).

Whereas PARTNERS agreed to participate in and supported the Eden Area Career Pathways Consortium application for Career Pathways Trust (CPT) funding from the California Department of Education,

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the Eden Area Career Pathways Consortium application responded to these priorities and the CPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The Eden Area Career Pathways Consortium’s application proposed a collaboration between, K-12 school districts, Chabot College and industry on deep pathway design that will identify relevant technical skills, course sequences, early career advising and matriculation, assessment, enhanced student support, career readiness training, and development of a regional system for linking employers to the classroom and student experience through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the Eden Area Career Pathways Consortium application include public service and law, advanced manufacturing/engineering, and information & computer technologies/digital arts.

Whereas the CPT RFA established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our CPT application and all of the specific provisions of the CPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Whereas the CPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and EAROP shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

2.1 PARTNER’S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

San Leandro Unified School District shall receive \$626,653 on a quarterly reimbursement basis as specified in PARTNER budgets, agreed upon by Eden Area Regional Occupational Program management, based upon continued funding from the California Department of Education for this CCPT grant.

PARTNERS, collectively, shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Work Plan and Outcomes (collectively, “WORK”).

Relationship and Governance

- To enter into a legally binding MOU with the Eden Area Regional Occupational Program, which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup, Work-Based Learning group, Middle School Exploration group, Data group and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty or school leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Designate district personnel for planning efforts to: (1) advise career pathway programs so they meet current and emerging industry needs; (2) coordinate work-based learning opportunities for students among other functions to be determined; and (3) subsequently participate in periodic meetings to guide the CPT effort.
- Work towards a financial commitment along with the other CPT consortium partners so that the work can be sustained beyond the CPT funding period – based on the impact on career pathway programs’ effectiveness and on students’ preparation for college, career, and adult life.
- Ensure that faculty and school leaders access CPT-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, alignment with Common Core and Next Generation Science Standards, utilizing project-based learning, service-learning and integrating 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Design systems that integrate various levels of Work-Based Learning Activities, including: Awareness (guest speakers), Exploration (job shadowing), Preparation (project-based learning, service-learning), Career Training (internships).
- Develop capstone senior projects that involve multi-disciplinary, sophisticated work, aligned with career pathways.
- Connect student learning with acquisition of industry recognized or stackable certificates.
- Provide opportunities for students to engage in leadership opportunities, including participation in SkillsUSA, Mock Trial, and other leadership opportunities
- Recruit a cohort of students each year that is broadly representative of overall district population, including students with special needs, for enrollment in each of career

pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these pathways.

- Ensure that classroom learning promotes students' development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for dual or concurrent enrollment in community college courses aligned with their career pathways while they are still in high school.
- Connect students with support services – such as college and career counseling, educational planning, and health supports – to facilitate their success in their career pathway programs and education in general.
- During the school year and the summer, engage middle school students and their families in college and career awareness and career exploration activities, and assist students and families to select their high school pathways prior to 9th grade.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Participate in a pathway and course naming convention with Consortium Partners and agree to using those conventions (and related translation tables) when identifying and tracking pathway students and courses.
- Develop a Memorandum of Understanding with CalPASS Plus no less than 2 months after the grant start date to support the uploading and sharing of data through a common platform, perform regular uploads of appropriate data to CalPASS Plus as well as an initial submission of at least five years of retrospective data to CalPASS Plus at the beginning of the grant.
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.

As part of participation in the Eden Area Career Pathways Consortium's project, PARTNERS agree to maximize the use of resources independent of the CPT grant to strengthen career pathways and support the needs of students within them. These resources will be used to support the project's coordination, data gathering and sharing, collaborative planning, professional development, and services for students.

Requirements for Communication and Reporting

PARTNER shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and Exhibit B—Budget and Payment Schedule.

2.2 Invoices

See Section 3 and Exhibit B—Budget and Payment Schedule. PARTNER must include a statement in the invoice acknowledging that state grant is the funding source for the payment.

2.4 Fiscal Reports

PARTNER shall comply with all state accounting practices.

2.5 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to EAROP to enable EAROP's timely and complete submission to the State. EAROP is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to EAROP an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students enrolled in the career pathways program.
2. Number of students participating in internships as part of the career pathways program.
3. Number of students participating in student leadership programs as part of the career pathways program.

CC PARTNERS (Chabot College)

1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway).
2. Number of students who earn credits in dual enrollment courses.
3. Number of students participating job shadowing opportunities as part of the career pathways program.

2.6 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – EAROP shall review all financial and performance reports submitted by PARTNER.
- *Site visits* – PARTNER shall allow periodic site visits by EAROP and the state project monitor to review financial and programmatic records and observe operations. EAROP will provide at least one week prior notice before a site visit.
- *Regular contact* – EAROP and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities.

2.7 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to EAROP by June 30th of each program year, or dates provided by the California Department of Education:

Year 1 (2015–16):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2016–17):

- Input student data
- Track student progress and activities

- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2017–18):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2018–19):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

2.8 Document Retention

PARTNER shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used.

2.9 Subcontracting

PARTNER shall adhere to the rules in Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

EAROP shall pay each PARTNER according to Exhibit B—Budget and Payment Schedule.

PARTNER shall invoice EAROP for payments as set forth in Exhibit B—Budget and Payment Schedule. Late payment by EAROP up to six months shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice EAROP for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be in accordance with Exhibit E—Travel and Per Diem Limitations.

This contract does not permit PARTNER to charge *indirect* expenses to EAROP for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that EAROP may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

EAROP may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect EAROP from loss because of:

- a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, EAROP shall have no obligation to make any payment to PARTNER at any time, after NOTICE to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this AGREEMENT.

5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

PARTNER declares that PARTNER shall fully comply with all laws, executive orders, regulations, Eden Area ROP Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Eden Area ROP Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. EAROP shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or EAROP'S conflict of interest code (BP 2710, AP 2710, and AP 2712). PARTNER represents that it has completely disclosed to EAROP, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which PARTNER believes any member of EAROP or other officer, agent, or employee of EAROP or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

State Certification Clauses—SIGNATURE ON EXHIBIT D1 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Exhibit D1—State Contractor Certification Clauses.

Exhibit D1 requires the signature of PARTNER’S authorizing agent.

5.6 Certification Clauses— SIGNATURE ON EXHIBIT D2 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D2—Certifications.

Exhibit D2 requires the signature of PARTNER’S authorizing agent.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows EAROP access and affirms student confidentiality requirements.

EAROP and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by EAROP in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, “Confidential Information”). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER shall not disclose Confidential Information to any third party except as EAROP authorizes, and shall only disclose it to those within PARTNER’S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as EAROP may approve. This provision is not intended to restrict PARTNER’s right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless EAROP from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained by EAROP as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

EAROP shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist EAROP in its auditing procedures at no cost to EAROP. The provisions of this section shall be specifically enforceable.

7.2 NOTICE

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

8.2 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that EAROP personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, EAROP shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless EAROP gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or EAROP policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of EAROP

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

EXHIBIT A1:	WORK PLAN AND OUTCOMES
EXHIBIT A2:	INFORMATION TO BE COLLECTED FROM PARTNER SCHOOL DISTRICTS
EXHIBIT A3:	INFORMATION TO BE COLLECTED FROM CHABOT COLLEGE
EXHIBIT B:	INVOICING
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
EXHIBIT D1:	STATE "CONTRACTOR CERTIFICATION CLAUSES"

EXHIBIT D2: CERTIFICATIONS
EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)
EXHIBIT F: AUTHORIZED AGENTS
EXHIBIT G: NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 EXECUTED

12.1 Authority.

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Eden Area Regional Occupational Program. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 Executed.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Eden Area ROP ACCEPTS AND AGREES:

Signature: _____

Print Name: Linda Granger

Title: Superintendent, Eden Area ROP (Authorized Agent)

Date: _____

EXHIBIT A1: WORKPLAN AND OUTCOMES

#1 (LEA PARTNERS): 1,115 students will be enrolled in the career pathways program in the 2015-16 program year. This outcome will dovetail with our work in 2015-16 to develop new career pathway programs and enhance existing programs in each of our LEAs – to substantially increase the proportion of all students who have access to such programs linked to high-wage, high-growth jobs in dynamic industry sectors in the years ahead.

#6 (LEA PARTNERS): 120 K-12 students will participate in internships aligned with the career pathway program in which they are participating in the 2015-16 program year. This outcome will also enable us to establish a baseline against which we can measure our success at increasing such opportunities in the years ahead. We anticipate that, with the establishment of new career pathway programs and our efforts to expand partnerships with industry, there will be a substantial increase in the numbers of students (both high school and community college) who are placed in and complete internships subsequent to 2015-16.

#10 (LEA PARTNERS): 180 students will participate in a student leadership organization as part of the career pathway program in the 2015-16 program year. Eden Area ROP has a long history of supporting teachers and students to be engaged in student leadership organizations. Chabot College students also participate in various such organizations. We are planning to establish a new student leadership development effort as part of our Legal Practices career pathway program, for students from all four Eden Area LEAs. We would like to establish a baseline number for this outcome specific to the targeted pathways in 2015-16.

#1 (CHABOT COLLEGE). 233 students will be enrolled in the career pathway programs at Chabot College (as measured by the completion of their Student Education Plan-CTE Pathway). Chabot College collects data on student enrollment in particular classes, dual enrollment, and student participation in various types of programs (certificate, degree, transfer. Review of historical data and current data from Cal-PASS Plus will help Chabot establish a reliable baseline for this measure specific to the targeted pathways and assist it in setting goals and monitoring progress in future years.

#2 (CHABOT COLLEGE) 49 students will earn 147 credits in dual enrollment courses aligned with the career pathway program in which they are participating. Dual enrollment is an important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable students to have a head start in college that will increase their chances of completing the goals in their Education Plans.

#7 (CHABOT COLLEGE). 91 students will participate in job shadowing opportunities aligned with the career pathway program in which they are participating. Chabot's programs in all of the targeted pathways include job shadowing opportunities. We want to monitor our success at increasing participation in these over time.

EXHIBIT A2: Information to be collected from Partner School Districts

From CDE Evaluation

1. How many students recruited for career pathways? What are the demographics of the recruited students? Are these demographics representative of school?
2. Partnerships—how we work with existing partners AND new partners
3. Communication and Collaboration among Consortium partners:
 - a. Business
 - b. Chabot
 - c. LEAs
4. Efforts to integrate standards-based academics with curriculum AND articulation plans
5. Development or Use of innovative services to improve the success of student transition
6. The development of work-based learning activities
7. Data collection, tracking, reporting systems
8. Investment and leveraging of resources for sustainability
9. Professional Development activities
10. Status of Consortium's initial three measureable goals
11. Three goals for next year's grant funding
12. Evidence of CCPT's impact in terms of student benefits

From CDE Momentum Points

1. Number of students enrolled in the career pathway by year (Year 1, Year 2 etc.)
2. API of students enrolled in career pathway
3. Number of students who have successfully completed career pathway program with a grade of "C" or better in ALL pathway courses. Report on: English, Math, Science, History, and specific pathway courses
4. # of students participating in job shadowing (in pathway field)
5. # of students participating in mentoring opportunities (in pathway field)
6. # of students participating in internships (in pathway field)
7. # of students participating in work experience (in pathway field)
8. # of students participating in pre-apprenticeship program (in pathway field)
9. # of students participating in apprenticeship program (in pathway field)
10. # of students participating in a leadership program (in pathway field)
11. # of students in pathway program receiving a high school diploma for High school Equivalency Certificate
12. # of students in pathway program who received nationally recognized, industry valued certificate and/or state license.
13. # of students in the career pathways program who received state-approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Does the pathway course sequence include:
 - A sequence of 3 or more CTE classes in high school
 - Cross-disciplinary projects or assignments linking academic and CTE classes
 - Cohort scheduling that includes both CTE and academic classes

- Scheduling that enables in-depth extended projects and work-based learning
 - Dual enrollment opportunities
2. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Postsecondary transition (e.g. college tours, bridge programs)
 - Successful course completion (e.g. tutoring, personal counseling)
 - Preparation for postsecondary credit accrual (e.g. college assessments)
 3. Are instructors in this pathway provided with opportunities for:
 - Time for pathway academic and technical teachers to collaborate
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

Exhibit A3: Information to be collected from Chabot College

From CDE Momentum Points

1. # of students enrolled in the career pathway program
2. # of students and their credits earned in dual enrollment courses (in pathway)
3. # of students and their credits earned by exam opportunities (in pathway)
4. # of students who completed one credit-bearing course (in pathway)
5. # of students who completed two credit-bearing courses (in pathway)
6. # of students who completed career pathway in three categories
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
7. # of students participating in job shadowing (in pathway field)
8. # of students participating in mentoring opportunities (in pathway field)
9. # of students participating in internships (in pathway field)
10. # of students participating in work experience (in pathway field)
11. # of students participating in pre-apprenticeship program (in pathway field)
12. # of students participating in state approved apprenticeship program (in pathway field)
13. # of students participating in a leadership program (in pathway field)
14. # of students who transitioned from community college to four-year school
15. # of students in career pathway program who received a degree *not aligned to their targeted pathway*
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
16. # of students who entered employment (in pathway field)
17. # of students who entered additional training programs
18. # of students in career pathway program who received a nationally recognized industry-valued certificate or state license.
19. # of students in career pathway program who received a state approved CTE certificate and/or Chancellor's Office approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Are pathways college courses aligned to the K-12 feeder pathway courses?
2. Does this pathway offer stackable certificates?
3. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Successful course completion (e.g. tutoring, personal counseling)
4. Are instructors in this pathway provided with opportunities for:
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

EXHIBIT B: Invoicing

1. Invoices shall include the California Department of Education agreement number.
2. Invoicing must comply with the State Contracting Manual:
 - (a) State Contracting Manual, Chapter 3, Section 3.06 –See Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries
 - (b) State Contracting Manual, Chapter 7, Section 7.30 Contract Budgets, summarized below:
 - A. The following items should be included and all unit rates must be extended and totaled:
 1. Personal service costs showing individual or position rates per unit of time
 2. Fringe benefits costs citing actual benefits or a percentage of personal services costs
 3. Operating expenses including rent and supplies
 4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract
 5. Travel expenses and per diem rates set at the rate specified by the California Department of Human Resources for similar employees or verification supplied that such rates are not available to the contractor
 6. Overhead
 7. Other specific breakdown required
 - B. A consultant services contract must contain the above items.
 - C. If payment is based on a lump sum or fixed price for the total project, the contractor is paid for an agreed upon result.
3. PARTNER must include a statement in the invoice to EAROP affirming that PARTNER understands that funding for the project is a State grant, and that PARTNER applied appropriate accounting compliance procedures for State funds.
4. PARTNER must use EAROP invoicing forms and procedures.

INVOICE ADDENDUM: CAREER PATHWAYS TRUST IS STATE FUNDED

This form must be attached with every invoice submitted to EAROP for reimbursement of expenses.

AUTHORIZATION FOR CAREER PATHWAY TRUST COLLABORATIVE:

Career Pathways Trust (CPT), a California Department of Education career pathways program, is authorized to receive State funding under Assembly Bill 86, Chapter 48, Statutes of 2013. This AGREEMENT is funded in part or whole with a Career Pathways Trust Grant from the California Department of Education.

By checking the box below, PARTNER acknowledges that the attached invoice will be reimbursed with State funds, which are subject to State rules and guidelines.

PARTNER Acknowledges That State Funds Are Being Requested. (check box)	<input type="checkbox"/>
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances, California Department of Education.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.

- The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- School site councils have developed and approved a Single Plan for Student

- Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
 - Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
 - Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
 - At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Non procurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D1: STATE “CONTRACTOR CERTIFICATION CLAUSES”

(California Form: CCC-307)

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable 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)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

7. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

8. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

9. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (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.)

10. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

11. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

determine whether a corporation is in good standing by calling the Office of the Secretary of State.

12. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

13. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the 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 Section 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.

EXHIBIT D2: CERTIFICATIONS

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies 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 application 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Certification

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed		Executed in the County of

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Certification

Place of Performance (Street address, city, county, state, zip code)

Street Address	
City, County	
State, Zip Code	

Check [] if there are workplaces on file that are not identified here.

**EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)**

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

- A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
 - 1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
 - 2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
 - 3. An auxiliary organization of the CSU, or a California community college
 - 4. The Federal Government
 - 5. A foundation organized to support the Board of Governors of the California Community Colleges, or
 - 6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.
- B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
- C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
- D. Subcontracting without limitation: Services may be subcontracted without restriction only when:
 - 1. The primary agreement is a subvention agreement, or
 - 2. The total of all subcontracts does not exceed \$50,000 or 25 percent of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
 - 3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.
- E. Subcontracting subject to conditions: If the total of all subcontracts exceeds \$50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

EXHIBIT F: AUTHORIZED AGENTS

EAROP'S AUTHORIZED AGENTS

Name Linda Granger
Title Superintendent
Address 26316 Hesperian Blvd.
Hayward, CA 94545

Telephone (510) 293-2901
Facsimile (510) 293-8225

Name Evan Goldberg
Title Grant Coordinator
Address 26316 Hesperian Blvd
Hayward, CA 94545

Telephone (510) 293-2930
Facsimile (510) 293-8225

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

EXHIBIT G: NOTICE CONTACTS

EAROP'S NOTICE CONTACT

Name: Evan Goldberg
Title: Grant Coordinator
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Telephone (510) 293-2930
Facsimile (510) 293-8225
Email address: egoldberg@edenrop.org

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address



MEMORANDUM OF UNDERSTANDING (MOU)

**CALIFORNIA CAREER PATHWAY TRUST
PARTNERSHIP AGREEMENT**

BETWEEN

**Eden Area Regional Occupational Program (LEAD AGENCY)
AND**

**Castro Valley Unified School District
Hayward Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
And
Chabot College**

1 **PREFACE**

This is an agreement (“AGREEMENT”) between lead agency Eden Area Regional Occupational Program (“EAROP”), located at 26316 Hesperian Blvd., Hayward CA 94545 and Castro Valley Unified School District, Hayward Unified School District, San Leandro Unified School District, San Lorenzo Unified School District, and Chabot College, [“CC PARTNER”], (collectively referenced as [“PARTNER(S)”]. PARTNERS include its officers, employees, consultants, subcontractors, and agents.

The effective date of this AGREEMENT is September 1, 2015 (“EFFECTIVE DATE”). AGREEMENT remains effective until it terminates on June 30, 2019 (“TERMINATION DATE”), as provided herein (collectively, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the California Career Pathways Trust (“CCPT”) from the California Department of Education for the amount of five million, eight-hundred fifty-two thousand, and two-hundred twenty dollars (\$5,852,220).

Whereas PARTNERS agreed to participate in and supported the Eden Area Career Pathways Consortium application for Career Pathways Trust (CPT) funding from the California Department of Education,

Whereas the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

Whereas the Eden Area Career Pathways Consortium application responded to these priorities and the CPT RFA mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21st century workplace and improve student transition into postsecondary education, training, and employment. The Eden Area Career Pathways Consortium’s application proposed a collaboration between, K-12 school districts, Chabot College and industry on deep pathway design that will identify relevant technical skills, course sequences, early career advising and matriculation, assessment, enhanced student support, career readiness training, and development of a regional system for linking employers to the classroom and student experience through a continuum of work-based learning opportunities.

Whereas the priority pathways identified in the Eden Area Career Pathways Consortium application include public service and law, advanced manufacturing/engineering, and information & computer technologies/digital arts.

Whereas the CPT RFA established clear deliverables and expectations for data sharing, regional intermediation, work based learning and other major infrastructure issues. PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our CPT application and all of the specific provisions of the CPT RFA released by the California Department of Education with the overarching goals that PARTNERS:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Whereas the CPT grant will provide direct support for districts that will benefit both the districts and students, including direct support for pathway development and implementation, technical assistance and professional development to enhance pathway programming, assistance in the compliance with data sharing and evaluation to build a self-sustaining regional network for evaluation pathway programs, and support to help us build targeted support services and structures that enhance student achievement and their development of 21st century skills.

Now, therefore in consideration of the mutual agreement set forth in the AGREEMENT, the parties agree as follows:

2 SERVICES AND OBLIGATIONS

PARTNER and EAROP shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

2.1 PARTNER’S Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region.

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career.

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

San Lorenzo Unified School District shall receive \$888,892 on a quarterly reimbursement basis as specified in PARTNER budgets, agreed upon by Eden Area Regional Occupational Program management, based upon continued funding from the California Department of Education for this CCPT grant.

PARTNERS, collectively, shall deliver outcomes as specified in this AGREEMENT and in Exhibit A—Work Plan and Outcomes (collectively, “WORK”).

Relationship and Governance

- To enter into a legally binding MOU with the Eden Area Regional Occupational Program, which will include the provisions outlined in the Letter of Commitment and appropriate standard conditions and deliverables,
- That the provision of funding to PARTNERS is contingent upon meeting stated implementation, reporting, and evaluation requirements to be clearly stated in this Agreement developed between my district and the CPT lead agency,
- To provide representation to all consortium governance committees to which Partner is assigned including the Executive Committee, Consortium Workgroup, Work-Based Learning group, Middle School Exploration group, Data group and other groups and task forces as agreed to by the consortium or required to remain in compliance with the grant requirements established by the California Department of Education.

Staffing and Implementation

- Provide faculty or school leaders, who have demonstrated expertise and a track record of success in developing career pathways and driving student success, to collaborate with their colleagues in the CPT consortium school districts, colleges and industry partners in order to strengthen career pathway programs.
- Designate district personnel for planning efforts to: (1) advise career pathway programs so they meet current and emerging industry needs; (2) coordinate work-based learning opportunities for students among other functions to be determined; and (3) subsequently participate in periodic meetings to guide the CPT effort.
- Work towards a financial commitment along with the other CPT consortium partners so that the work can be sustained beyond the CPT funding period – based on the impact on career pathway programs’ effectiveness and on students’ preparation for college, career, and adult life.
- Ensure that faculty and school leaders access CPT-funded professional development that equips them to deliver effective career pathway programs via collaborative curriculum development, alignment with Common Core and Next Generation Science Standards, utilizing project-based learning, service-learning and integrating 21st century competencies into academic and career-relevant instruction.
- Collaborate with staff from other LEAs, colleges, industry, and technical assistance providers, to finalize common course sequences in the targeted career pathways.
- Design systems that integrate various levels of Work-Based Learning Activities, including: Awareness (guest speakers), Exploration (job shadowing), Preparation (project-based learning, service-learning), Career Training (internships).
- Develop capstone senior projects that involve multi-disciplinary, sophisticated work, aligned with career pathways.
- Connect student learning with acquisition of industry recognized or stackable certificates.
- Provide opportunities for students to engage in leadership opportunities, including participation in SkillsUSA, Mock Trial, and other leadership opportunities
- Recruit a cohort of students each year that is broadly representative of overall district population, including students with special needs, for enrollment in each of career

pathways, with the intent of steadily increasing the numbers of students who participate and succeed in these pathways.

- Ensure that classroom learning promotes students' development of skills needed for success in 21st century workplaces – such as time management, collaboration, problem-solving, communication, leadership and analytic skills.
- Provide all students in pathways with opportunities for work-based learning experiences.
- Provide students with opportunities for dual or concurrent enrollment in community college courses aligned with their career pathways while they are still in high school.
- Connect students with support services – such as college and career counseling, educational planning, and health supports – to facilitate their success in their career pathway programs and education in general.
- During the school year and the summer, engage middle school students and their families in college and career awareness and career exploration activities, and assist students and families to select their high school pathways prior to 9th grade.

Evaluation

- Comply with all data sharing and tracking requirements of the CPT grant and as required by this common agreement by the consortium on pathway participation and outcomes.
- Identify lead staff to work with the consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding (anticipated to be CalPASS Plus/Launchboard).
- Participate in a pathway and course naming convention with Consortium Partners and agree to using those conventions (and related translation tables) when identifying and tracking pathway students and courses.
- Develop a Memorandum of Understanding with CalPASS Plus no less than 2 months after the grant start date to support the uploading and sharing of data through a common platform, perform regular uploads of appropriate data to CalPASS Plus as well as an initial submission of at least five years of retrospective data to CalPASS Plus at the beginning of the grant.
- Understand that data submission is a fundamental requirement of participation in this grant, and that the lead agency reserves the right to withhold grant funds from PARTNERS until such time as successfully comply with these commitments and upload the required information.

As part of participation in the Eden Area Career Pathways Consortium's project, PARTNERS agree to maximize the use of resources independent of the CPT grant to strengthen career pathways and support the needs of students within them. These resources will be used to support the project's coordination, data gathering and sharing, collaborative planning, professional development, and services for students.

Requirements for Communication and Reporting

PARTNER shall be required to submit an itemized invoice, and fiscal and progress reports in accordance with the schedule specified in Exhibit A—Work Plan and Outcomes and Exhibit B—Budget and Payment Schedule.

2.2 Invoices

See Section 3 and Exhibit B—Budget and Payment Schedule. PARTNER must include a statement in the invoice acknowledging that state grant is the funding source for the payment.

2.4 Fiscal Reports

PARTNER shall comply with all state accounting practices.

2.5 Progress Reports

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

PARTNERS shall provide yearly progress reports and data to EAROP to enable EAROP's timely and complete submission to the State. EAROP is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program.

In addition, PARTNER shall submit to EAROP an end-of-project report on the project's goals, including evaluative evidence to support project successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements. Program outcome measures will be collected on an annual basis through submission of an annual progress report which will include the following categories:

K-12 PARTNERS (Local Educational Agency, hereinafter "LEA")

1. Number of students enrolled in the career pathways program.
2. Number of students participating in internships as part of the career pathways program.
3. Number of students participating in student leadership programs as part of the career pathways program.

CC PARTNERS (Chabot College)

1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway).
2. Number of students who earn credits in dual enrollment courses.
3. Number of students participating job shadowing opportunities as part of the career pathways program.

2.6 Ongoing Contact and Monitoring

Ongoing contact with project monitors is required. Funded projects will be subject to one or more formal site visits during the period of performance. PARTNER agrees to allow such site visits by the project monitors.

PARTNER agrees to allow the following monitoring activities:

- *Reporting* – EAROP shall review all financial and performance reports submitted by PARTNER.
- *Site visits* – PARTNER shall allow periodic site visits by EAROP and the state project monitor to review financial and programmatic records and observe operations. EAROP will provide at least one week prior notice before a site visit.
- *Regular contact* – EAROP and PARTNER shall maintain regular contact and appropriate inquiries concerning program activities.

2.7 Reporting Timeline and Monitoring

PARTNERS must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by PARTNERS to EAROP by June 30th of each program year, or dates provided by the California Department of Education:

Year 1 (2015–16):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2016–17):

- Input student data
- Track student progress and activities

- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2017–18):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2018–19):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

2.8 Document Retention

PARTNER shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used.

2.9 Subcontracting

PARTNER shall adhere to the rules in Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

EAROP shall pay each PARTNER according to Exhibit B—Budget and Payment Schedule.

PARTNER shall invoice EAROP for payments as set forth in Exhibit B—Budget and Payment Schedule. Late payment by EAROP up to six months shall not constitute a material breach of the AGREEMENT.

3.2 Allowable Costs

PARTNER shall compensate its employees, consultants, and community partners for work done to meet the goals, objectives, and work plan of the project. PARTNER will invoice EAROP for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be in accordance with Exhibit E—Travel and Per Diem Limitations.

This contract does not permit PARTNER to charge *indirect* expenses to EAROP for the performance of these services. Out of state/out of country travel expenses are not compensable.

3.3 Payment Not Acceptance

No payment made to PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that EAROP may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

3.4 Payments Withheld

EAROP may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect EAROP from loss because of:

- a. PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the program; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to PARTNER'S supply of the WORK.

3.5 No Obligation to Make Payment

Notwithstanding any provision to the contrary, EAROP shall have no obligation to make any payment to PARTNER at any time, after NOTICE to PARTNER when PARTNER is in material breach of the AGREEMENT.

4 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this AGREEMENT.

5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

PARTNER declares that PARTNER shall fully comply with all laws, executive orders, regulations, Eden Area ROP Board Policies, and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

Applicable documents are referenced in Exhibit C (Applicable Law, Regulations, Guidelines, and Policies) of this AGREEMENT.

5.2 Technology Accessibility

PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

5.3 Non-Discrimination

PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, Eden Area ROP Board Policies 3410, 3420, and 3430, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

5.4 Sexual Harassment

PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. EAROP shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

5.5 Conflicts of Interest

PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or EAROP'S conflict of interest code (BP 2710, AP 2710, and AP 2712). PARTNER represents that it has completely disclosed to EAROP, and if applicable will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which PARTNER believes any member of EAROP or other officer, agent, or employee of EAROP or any department presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder

PARTNER is also aware of California conflict of interest provisions applicable to current State employees (Public Contract Code section 10410), and former state employees (Public Contract Code section 10411).

State Certification Clauses—SIGNATURE ON EXHIBIT D1 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Exhibit D1—State Contractor Certification Clauses.

Exhibit D1 requires the signature of PARTNER’S authorizing agent.

5.6 Certification Clauses— SIGNATURE ON EXHIBIT D2 REQUIRED

By executing AGREEMENT, PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to *Lobbying, Debarment, Suspension and Other Responsibility Matters*, and *Drug-free Workplace*, as provided in Exhibit D2—Certifications.

Exhibit D2 requires the signature of PARTNER’S authorizing agent.

6 CONFIDENTIALITY

6.1 Duty to Keep Information Confidential

PARTNER shall enter into student data-sharing agreement with CalPASS Plus/Launchboard that allows EAROP access and affirms student confidentiality requirements.

EAROP and PARTNER are subject to the California Public Records Act. Bearing applicable law, PARTNER shall treat as confidential all non-public information disclosed by EAROP in connection with this AGREEMENT, including but not limited to written or oral communications, CalPASS Plus/Launchboard information, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, “Confidential Information”). The terms and conditions of this AGREEMENT shall also be deemed Confidential Information. PARTNER shall not disclose Confidential Information to any third party except as EAROP authorizes, and shall only disclose it to those within PARTNER’S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, Contractor shall return or destroy all such Confidential Information (except for this AGREEMENT), or otherwise dispose of it as EAROP may approve. This provision is not intended to restrict PARTNER’s right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. PARTNER shall defend, indemnify and hold harmless EAROP from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney’s fees and costs, sustained or alleged to have been sustained by EAROP as a result of any disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend indefinitely beyond the AGREEMENT PERIOD.

7 FINANCIAL RECORDS, AND NOTICE

7.1 Accounting Records and Auditing

PARTNER shall keep accurate and complete accounting records concerning performance of the AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

EAROP shall have the right at any reasonable time to examine, audit, and reproduce the records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist EAROP in its auditing procedures at no cost to EAROP. The provisions of this section shall be specifically enforceable.

7.2 NOTICE

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Exhibit I—Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

8 MODIFICATION OF AGREEMENT

8.1 AUTHORIZED AGENTS

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT ("AUTHORIZED AGENT") in Exhibit H Authorized Agents.

8.2 Modifications

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either PARTY unless it is in writing and signed by the AUTHORIZED AGENTS of both PARTIES. The PARTIES expressly recognize that EAROP personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK ("CHANGES"). Failure of PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

9 TERMINATION

AGREEMENT shall terminate upon completion by PARTNER of its obligations in this AGREEMENT or by the TERMINATION DATE, whichever occurs first. This AGREEMENT may be terminated by party upon thirty (30) days written notice. Such termination shall not take effect with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this AGREEMENT.

9.1 Payment Obligations

In the event AGREEMENT is terminated prior to completion of the project, EAROP shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

9.2 Course of Dispute

Unless EAROP gives NOTICE to stop work or of its intent to terminate this AGREEMENT, nothing in the AGREEMENT shall allow PARTNER to discontinue the WORK during the course of any dispute, and PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

10 INTERPRETATION

10.1 Integration

It is mutually understood and agreed that this AGREEMENT, the Exhibits, and any documents, provisions of law or EAROP policies attached or referenced to herein are incorporated herein by reference and together serve as the final, complete, and exclusive agreement of the PARTIES, setting out the entire intention of the PARTIES.

10.2 No Third-Party Beneficiaries

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to the AGREEMENT unless they are subcontractors.

10.3 PARTNER Is Independent of EAROP

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PARTNER and its officers, agents, and employees are not entitled to participate in any pension,

11 DOCUMENTS INCORPORATED

The AGREEMENT comprises the general provisions set out in these articles as well as all exhibits:

EXHIBIT A1:	WORK PLAN AND OUTCOMES
EXHIBIT A2:	INFORMATION TO BE COLLECTED FROM PARTNER SCHOOL DISTRICTS
EXHIBIT A3:	INFORMATION TO BE COLLECTED FROM CHABOT COLLEGE
EXHIBIT B:	INVOICING
EXHIBIT C:	APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES
EXHIBIT D1:	STATE "CONTRACTOR CERTIFICATION CLAUSES"

EXHIBIT D2: CERTIFICATIONS
EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)
EXHIBIT F: AUTHORIZED AGENTS
EXHIBIT G: NOTICE CONTACTS

When the terms of the exhibits conflict with any provisions of the AGREEMENT, the AGREEMENT controls.

12 EXECUTED

12.1 Authority.

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Eden Area Regional Occupational Program. An AUTHORIZED AGENT for each PARTY shall sign.

12.2 Executed.

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Eden Area ROP ACCEPTS AND AGREES:

Signature: _____

Print Name: Linda Granger

Title: Superintendent, Eden Area ROP (Authorized Agent)

Date: _____

EXHIBIT A1: WORKPLAN AND OUTCOMES

#1 (LEA PARTNERS): 1,115 students will be enrolled in the career pathways program in the 2015-16 program year. This outcome will dovetail with our work in 2015-16 to develop new career pathway programs and enhance existing programs in each of our LEAs – to substantially increase the proportion of all students who have access to such programs linked to high-wage, high-growth jobs in dynamic industry sectors in the years ahead.

#6 (LEA PARTNERS): 120 K-12 students will participate in internships aligned with the career pathway program in which they are participating in the 2015-16 program year. This outcome will also enable us to establish a baseline against which we can measure our success at increasing such opportunities in the years ahead. We anticipate that, with the establishment of new career pathway programs and our efforts to expand partnerships with industry, there will be a substantial increase in the numbers of students (both high school and community college) who are placed in and complete internships subsequent to 2015-16.

#10 (LEA PARTNERS): 180 students will participate in a student leadership organization as part of the career pathway program in the 2015-16 program year. Eden Area ROP has a long history of supporting teachers and students to be engaged in student leadership organizations. Chabot College students also participate in various such organizations. We are planning to establish a new student leadership development effort as part of our Legal Practices career pathway program, for students from all four Eden Area LEAs. We would like to establish a baseline number for this outcome specific to the targeted pathways in 2015-16.

#1 (CHABOT COLLEGE). 233 students will be enrolled in the career pathway programs at Chabot College (as measured by the completion of their Student Education Plan-CTE Pathway). Chabot College collects data on student enrollment in particular classes, dual enrollment, and student participation in various types of programs (certificate, degree, transfer. Review of historical data and current data from Cal-PASS Plus will help Chabot establish a reliable baseline for this measure specific to the targeted pathways and assist it in setting goals and monitoring progress in future years.

#2 (CHABOT COLLEGE) 49 students will earn 147 credits in dual enrollment courses aligned with the career pathway program in which they are participating. Dual enrollment is an important measures of the success of our efforts to create seamless transitions from secondary to postsecondary education and to enable students to have a head start in college that will increase their chances of completing the goals in their Education Plans.

#7 (CHABOT COLLEGE). 91 students will participate in job shadowing opportunities aligned with the career pathway program in which they are participating. Chabot's programs in all of the targeted pathways include job shadowing opportunities. We want to monitor our success at increasing participation in these over time.

EXHIBIT A2: Information to be collected from Partner School Districts

From CDE Evaluation

1. How many students recruited for career pathways? What are the demographics of the recruited students? Are these demographics representative of school?
2. Partnerships—how we work with existing partners AND new partners
3. Communication and Collaboration among Consortium partners:
 - a. Business
 - b. Chabot
 - c. LEAs
4. Efforts to integrate standards-based academics with curriculum AND articulation plans
5. Development or Use of innovative services to improve the success of student transition
6. The development of work-based learning activities
7. Data collection, tracking, reporting systems
8. Investment and leveraging of resources for sustainability
9. Professional Development activities
10. Status of Consortium's initial three measureable goals
11. Three goals for next year's grant funding
12. Evidence of CCPT's impact in terms of student benefits

From CDE Momentum Points

1. Number of students enrolled in the career pathway by year (Year 1, Year 2 etc.)
2. API of students enrolled in career pathway
3. Number of students who have successfully completed career pathway program with a grade of "C" or better in ALL pathway courses. Report on: English, Math, Science, History, and specific pathway courses
4. # of students participating in job shadowing (in pathway field)
5. # of students participating in mentoring opportunities (in pathway field)
6. # of students participating in internships (in pathway field)
7. # of students participating in work experience (in pathway field)
8. # of students participating in pre-apprenticeship program (in pathway field)
9. # of students participating in apprenticeship program (in pathway field)
10. # of students participating in a leadership program (in pathway field)
11. # of students in pathway program receiving a high school diploma for High school Equivalency Certificate
12. # of students in pathway program who received nationally recognized, industry valued certificate and/or state license.
13. # of students in the career pathways program who received state-approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Does the pathway course sequence include:
 - A sequence of 3 or more CTE classes in high school
 - Cross-disciplinary projects or assignments linking academic and CTE classes
 - Cohort scheduling that includes both CTE and academic classes

- Scheduling that enables in-depth extended projects and work-based learning
 - Dual enrollment opportunities
2. Are students in the pathway provided with regularly occurring additional supports for:
- Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Postsecondary transition (e.g. college tours, bridge programs)
 - Successful course completion (e.g. tutoring, personal counseling)
 - Preparation for postsecondary credit accrual (e.g. college assessments)
3. Are instructors in this pathway provided with opportunities for:
- Time for pathway academic and technical teachers to collaborate
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

Exhibit A3: Information to be collected from Chabot College

From CDE Momentum Points

1. # of students enrolled in the career pathway program
2. # of students and their credits earned in dual enrollment courses (in pathway)
3. # of students and their credits earned by exam opportunities (in pathway)
4. # of students who completed one credit-bearing course (in pathway)
5. # of students who completed two credit-bearing courses (in pathway)
6. # of students who completed career pathway in three categories
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
7. # of students participating in job shadowing (in pathway field)
8. # of students participating in mentoring opportunities (in pathway field)
9. # of students participating in internships (in pathway field)
10. # of students participating in work experience (in pathway field)
11. # of students participating in pre-apprenticeship program (in pathway field)
12. # of students participating in state approved apprenticeship program (in pathway field)
13. # of students participating in a leadership program (in pathway field)
14. # of students who transitioned from community college to four-year school
15. # of students in career pathway program who received a degree *not aligned to their targeted pathway*
 - Associate of Arts degree
 - Associate of Science degree
 - Transfer Associate degree
16. # of students who entered employment (in pathway field)
17. # of students who entered additional training programs
18. # of students in career pathway program who received a nationally recognized industry-valued certificate or state license.
19. # of students in career pathway program who received a state approved CTE certificate and/or Chancellor's Office approved CTE certificate

Additional Pathway Information: Yes/No Response

1. Are pathways college courses aligned to the K-12 feeder pathway courses?
2. Does this pathway offer stackable certificates?
3. Are students in the pathway provided with regularly occurring additional supports for:
 - Career guidance/counseling (e.g., career navigation, job-seeking, resume-writing, career fairs)
 - Successful course completion (e.g. tutoring, personal counseling)
4. Are instructors in this pathway provided with opportunities for:
 - Instructor externships
 - Professional development related to the pathway
 - Time for K-12 and community college staff to collaborate

EXHIBIT B: Invoicing

1. Invoices shall include the California Department of Education agreement number.
2. Invoicing must comply with the State Contracting Manual:
 - (a) State Contracting Manual, Chapter 3, Section 3.06 –See Exhibit F—Agreements with Other Governmental Entities and Their Auxiliaries
 - (b) State Contracting Manual, Chapter 7, Section 7.30 Contract Budgets, summarized below:
 - A. The following items should be included and all unit rates must be extended and totaled:
 1. Personal service costs showing individual or position rates per unit of time
 2. Fringe benefits costs citing actual benefits or a percentage of personal services costs
 3. Operating expenses including rent and supplies
 4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract
 5. Travel expenses and per diem rates set at the rate specified by the California Department of Human Resources for similar employees or verification supplied that such rates are not available to the contractor
 6. Overhead
 7. Other specific breakdown required
 - B. A consultant services contract must contain the above items.
 - C. If payment is based on a lump sum or fixed price for the total project, the contractor is paid for an agreed upon result.
3. PARTNER must include a statement in the invoice to EAROP affirming that PARTNER understands that funding for the project is a State grant, and that PARTNER applied appropriate accounting compliance procedures for State funds.
4. PARTNER must use EAROP invoicing forms and procedures.

INVOICE ADDENDUM: CAREER PATHWAYS TRUST IS STATE FUNDED

This form must be attached with every invoice submitted to EAROP for reimbursement of expenses.

AUTHORIZATION FOR CAREER PATHWAY TRUST COLLABORATIVE:

Career Pathways Trust (CPT), a California Department of Education career pathways program, is authorized to receive State funding under Assembly Bill 86, Chapter 48, Statutes of 2013. This AGREEMENT is funded in part or whole with a Career Pathways Trust Grant from the California Department of Education.

By checking the box below, PARTNER acknowledges that the attached invoice will be reimbursed with State funds, which are subject to State rules and guidelines.

PARTNER Acknowledges That State Funds Are Being Requested. (check box)	<input type="checkbox"/>
Invoice Number:	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

EXHIBIT C: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances, California Department of Education.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.

- The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- School site councils have developed and approved a Single Plan for Student

- Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
 - Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
 - Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
 - At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Non procurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

EXHIBIT D1: STATE “CONTRACTOR CERTIFICATION CLAUSES”

(California Form: CCC-307)

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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:

- a. 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.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable 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)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

7. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

8. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

9. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (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.)

10. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

11. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

determine whether a corporation is in good standing by calling the Office of the Secretary of State.

12. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

13. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the 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 Section 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.

EXHIBIT D2: CERTIFICATIONS

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies 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 application 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 governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Certification

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed		Executed in the County of

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Certification

Place of Performance (Street address, city, county, state, zip code)

Street Address	
City, County	
State, Zip Code	

Check [] if there are workplaces on file that are not identified here.

**EXHIBIT E: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND
THEIR AUXILIARIES (SUBCONTRACTING)**

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

- A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
 - 1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
 - 2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
 - 3. An auxiliary organization of the CSU, or a California community college
 - 4. The Federal Government
 - 5. A foundation organized to support the Board of Governors of the California Community Colleges, or
 - 6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.
- B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
- C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
- D. Subcontracting without limitation: Services may be subcontracted without restriction only when:
 - 1. The primary agreement is a subvention agreement, or
 - 2. The total of all subcontracts does not exceed \$50,000 or 25 percent of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
 - 3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.
- E. Subcontracting subject to conditions: If the total of all subcontracts exceeds \$50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

EXHIBIT F: AUTHORIZED AGENTS

EAROP'S AUTHORIZED AGENTS

Name Linda Granger
Title Superintendent
Address 26316 Hesperian Blvd.
Hayward, CA 94545

Telephone (510) 293-2901
Facsimile (510) 293-8225

Name Evan Goldberg
Title Grant Coordinator
Address 26316 Hesperian Blvd
Hayward, CA 94545

Telephone (510) 293-2930
Facsimile (510) 293-8225

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

PARTNERS' AUTHORIZED AGENT(S)

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

Name _____
Title _____
Address _____

Telephone _____
Facsimile _____
Other _____

EXHIBIT G: NOTICE CONTACTS

EAROP'S NOTICE CONTACT

Name: Evan Goldberg
Title: Grant Coordinator
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Telephone (510) 293-2930
Facsimile (510) 293-8225
Email address: egoldberg@edenrop.org

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

PARTNER'S NOTICE CONTACT

Name
Title
Address
Telephone
Facsimile
Email address

Information Items





DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Recognition of Outstanding Business Person of the Year

CURRENT SITUATION

The Eden Area ROP programs and students are supported by our local business community in many ways. To honor those business members who have supported our programs we have designed the Business Person of the Year Award. Recipients of this award have shown exemplary service to the Eden Area ROP in their leadership, initiative, creativity and support.

Each of the nominees have an inherit understanding, passion and appreciation of ROCP programs; a clear and inspiring vision for students that attend ROCP; and dedication to students and believe in their ability to succeed.

The following list of individuals have been nominated and selected as the Eden Area ROP "Business Persons of the Year:"

Name:	Occupation:	Company:	Program:
Francis Solomon	Business Owner	Elegant Creations	Marketing (SLe)
Ashton Simmons	General Manager	Southland Mall	Marketing (SLe) & Criminal Justice (Center)
Ron Sharp	District Sales Manager	Alliance Welding Supplies	Welding
Mike Lepacek	Store Manager	Martin Auto Color	Auto Refinishing
Dawne Shelton	Staff Scientist	Bio-Rad laboratories	Work-based Learning
Sarah Richardson	Postdoctoral Fellow	Lawrence Berkeley National Laboratory and the Department of Energy Joint BioEnergy Institute	Work-based Learning

RECOMMENDATION

Information only

DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: CDE Course Review – Graphics Pathway

BACKGROUND

Courses for regional occupational centers and programs (ROCPs) shall be developed with the cooperation of industry representatives from the occupation for which the courses are designed. The course outline will serve as the regional occupational center or program (ROCP) teacher's road map for providing learning experiences and opportunities for students to achieve career technical objectives effectively and efficiently. The outline helps the ROCP teacher ensure competency achievement.

CURRENT SITUATION

Attached is the Course Review for the following programs: Graphics Yearbook, Graphics Journalism, Art/ Computer Graphics and Graphics, the statistics provided are derived from the 2014-2015 C101 follow-up study completed June 2015.

The course review data included:

⇒ Updated Course Outline –

- to include course title, CBEDs title, CBEDs number, job title(s), course description, total course hours, prerequisites, date written/revised, articulation, academic credit, instructional strategies, instructional materials, industry-based certification attained or other related certification.

⇒ Local and State Labor Market Information

RECOMMENDATION

Information only

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM
Criteria for Course Approval and Expansion **Annual Review**
For Class Offerings 2014-2015 School Year

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		ROP, San Leandro	
PROGRAM:		Graphics, Art/Computer Graphics		INSTRUCTOR:		Sherri, Reinerio	
Course Name		Enrollment as of 14/15 Year to Date		Enrollment as of 13/14 Year to Date		Enrollment as of 12/13 Year to Date	
Art/ Computer Graphics (ROP)		63		71		78	
Graphics (SLE)		160		166		152	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for offsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Text Book: N/A				Author:		Edition:	
NO.	YES	NO					
1.	x		ENROLLMENT – Course meets current or future labor market news.				
			CLASS SCHEDULE: Block		SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:
			Varies		1	55. to 180 mins.	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. Comments:				
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, school-to-career, 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 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 – “F”				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation - Chabot, Las Positas, Ohlone				<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.							

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM
Criteria for Course Approval and Expansion Annual Review
For Class Offerings 2014-2015 School Year

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		San Leandro, San Lorenzo	
PROGRAM:		Graphics Yearbook/Journalism		INSTRUCTOR:		Thurston, Jackson	
Course Name		Enrollment as of 14/15 Year to Date		Enrollment as of 13/14 Year to Date		Enrollment as of 12/13 Year to Date	
Graphics Yearbook (SLE)		99		94		100	
Graphics Journalism (SLZ)		27		43		56	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for offsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Text Book: N/A				Author:		Edition:	
NO.	YES	NO					
1.	x		ENROLLMENT – Course meets current or future labor market news.				
			CLASS SCHEDULE: Block	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:	
			Varies	1	55. to 90 mins.	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. Comments:				
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 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 – “F”				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation - Chabot, Las Positas, Ohlone				<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: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Opening of School for the 2015-2016 School Year

BACKGROUND

Every year, staff monitors pre-enrollment, actual enrollment and attendance to forecast and maintain alignment with projected ADA, and to make adjustments if necessary.

CURRENT SITUATION

A report will be delivered to the Governing Board on the opening of the 2015-2016 school year. The participating high schools have worked closely with the ROP in encouraging students to take advantage of the career development opportunities available through ROP classes. This collaboration has proven very effective in providing excellent educational opportunities for students in all four of our participating districts.

RECOMMENDATION

Information only

DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Stride Academy

BACKGROUND

Stride Academy assesses individual students' strengths and skill gaps on common core and state standards, then automatically scaffolds curriculum up or down to accelerate or remediate the student accordingly. Fully automated learning allows educators to amplify their coverage to more students, and pinpoint learners who need individualized help or remediation.

CURRENT SITUATION

This system addresses the basic skills needs of our diverse student population. Student and staff responses to the program has been very positive as the program addresses key aspects of effective schools, particularly (a) maximizing the opportunity to learn through advanced resources, (b) time on task (frequent monitoring of student progress), and (c) program accountability. Staff will present 2014-2015 data.

RECOMMENDATION

Information only

DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sheila Lawrence, Assistant Director of Off-site Programs
SUBJECT: Report on the Dates for Sophomore Tours and the Student Awards Ceremony

BACKGROUND

Eden Area ROP has held an annual Student Awards in the late spring to recognize outstanding achievements of ROP students.

To promote awareness of the ROP programs and career opportunities for students the Eden Area ROP has collaborated with each of the comprehensive high schools to design, organize and facilitate “Sophomore Tours” days here at the Hayward Center.

CURRENT SITUATION

After reviewing the calendars of each of the four school districts, as well as facility availability a date has been identified for the Student Awards Ceremony, Tuesday, May 31, 2016.

The Sophomore Tours have been scheduled for the following dates:

Mt. Eden High School	Tour: Tuesday, December 8, 2015
Tennyson High School	Tour: Tuesday, December 15, 2015
San Leandro High School	Tour: Thursday, January 21, 2016
San Lorenzo High School	Tour: Tuesday, January 26, 2016
Castro Valley High School	Tour I: Tuesday, February 9, 2016 (pers.1-3)
	Tour II: Thursday, February 11, 2016 (pers.4-6)
Arroyo High School	Tour: Thursday, February 25, 2016
Hayward High School	Tour: Tuesday, March 8, 2016
Alameda Community Learning Center	Tour: Tuesday, March 15, 2016

In the spring staff will work with the continuation programs to schedule presentations for the current continuation students.

RECOMMENDATION

Information only



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Eden Area ROP Service Awards

BACKGROUND

Annually the Eden Area ROP recognizes staff for their years of service.

CURRENT SITUATION

At the August 17, 2015 Staff Development Day, service pins recognizing years of service were presented to staff members. Below is a list of the recipients and their respective years of service.

Daniel Pareja	Auto Refinishing Program Instructor	5 Years
Maurice Brittain	Computer/Web Programming Instructor	10 Years
Stacy Dixon	Student Store Instructional Aide	10 Years
Craig Lang	Director	10 Years
Marlene McDowell	First Responders Program Instructor	15 Years
Kathy O'Brien	Dental Assisting Program Instructor	25 Years
Sabrina Ubhoff	Accounting Technician	27 Years

RECOMMENDATION

Information only

Action Items





DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the 2014-2015
Unaudited Actuals Income and Expenditure Report

CURRENT SITUATION

The 2014-2015 Unaudited Actuals includes the documentation of all fiscal transactions of the district and presents the district's financial position for the period July 1, 2014 through June 30, 2015. It includes detailed summary information for the General Fund and all other funds in the district including Special Reserve for Postemployment Benefits, Capital Outlay Projects and Retiree Benefits Fund.

Unaudited Actuals for the year ended 2014-2015 documents the beginning fund balances of all funds; the totals of all revenues; the totals of all expenditures and the ending fund balances of all funds. Ending balances is forwarded to the next fiscal year 2015-2016.

The detailed report will be submitted to the Governing Board under a separate cover. Copies for the public are available upon request.

Goals:

Ensure the Financial Stability and Efficiency of the District

Policy/Ed Code:

Education Code 42120-42127

Fiscal Impact:

The 2014-2015 Unaudited Actuals General Fund and all other funds are reported in the Standardized Account Code Structure Report.

RECOMMENDATION

It is recommended that the Governing Board approve the 2014-2015 Unaudited Actuals Income and Expenditure Report.



DATE: September 3, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2015-2016 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting Calendar for the 2015-2016 school year.

CURRENT INFORMATION

The Eden Area ROP 2015-2016 Governing Board Meeting Calendar was approved on June 4, 2015 at the Governing Board Meeting. Since June there have been some changes needed to better to accommodate scheduling conflicts. The changes are the following:

December 3, 2015 moved to December 10, 2015 and the start time will remain at 5:30 pm.

RECOMMENDATION

It is recommended that the Governing Board approve the Revised Calendar of Governing Board Meetings for the 2015-2016 school year.



GOVERNING BOARD MEETING DATES 2015-2016

Eden Area ROP Governing Board meets the first Thursday of every month.* and meetings begin promptly at 5:30 p.m. in the Eden Area ROP Boardroom in Building A. The following dates have been scheduled for 2015-2016:

July 2015-No meeting scheduled

August 6, 2015

September 3, 2015

October 1, 2015

November 5, 2015

December 10, 2015 (meeting will take place on the 2nd Thursday)

January 2016-No meeting scheduled

February 4, 2016

March 3, 2016

April 7, 2016

May 5, 2016

June 2, 2016

*With the exception of the months of January and July where no meeting is held.

GOVERNING BOARD TERMS 2015-2016 SCHOOL YEAR

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

Board Member	Board Title	District	Term	New Term Commences
Gary Howard	President	Castro Valley	01/15-12/16	1/2017
Ron Carey	Vice-President	San Leandro	01/15-12/16	1/2017
Lisa Brunner	Member	Hayward	01/14-12/15	1/2016
Penny Peck	Member	San Lorenzo	01/14-12/15	1/2016