



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, November 7, 2024
5:45 pm

GOVERNING BOARD MEMBERS

James Aguilar, President	San Leandro Unified School District
Penny Peck, Vice-President	San Lorenzo Unified School District
Gary Howard, Member	Castro Valley Unified School District
Dr. April Oquenda, Member	Hayward Unified School District

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Thursday, November 7, 2024
Time: 5:45 p.m.
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545
Virtual via Zoom: <https://zoom.us/j/96157644480?pwd=XfHTjHcFvwObgrh5rv5jEOxdbMecYw.1>

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/96157644480?pwd=XfHTjHcFvwObgrh5rv5jEOxdbMecYw.1> to at the noticed meeting time.
Meeting ID: **961 5764 4480**
Passcode: **EAROP2425**

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

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-9128**, then enter ID **961 5764 4480**, then press "#". Passcode: **458056340**

Find your local number: <https://zoom.us/u/aeDS9Yfjh1>

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

Public Comment Instructions:

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view. We strive to model respectful communication for our students in all of our interactions. According to the Brown Act, the Board may not comment or take action on items not on the agenda.

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>.
- **To comment in-person**, individuals who would like to address the Board in-person must complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's President prior to the start of the agenda item. Once called on speakers are requested to go to the podium and begin by stating their name, and whether the statement is being made as an individual or as a representative of an organization.

AGENDA

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

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

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

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Core Values

VI. Approval of Agenda

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

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

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

Public Comments:

When it is time for the speakers to address the Board, your name will be called and you will then be unmuted (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments. Individual speakers are asked to limit their comments to no more than three (3) minutes, unless the Board decides otherwise. This meeting is being recorded to prepare the official minutes.

Public Comment if attending meeting in person:

Individuals who would like to address the Board in-person must complete a "Request to Address Eden Area ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's President prior to the start of the agenda item.

Once called on, speakers are requested to go to the podium and begin by stating their name. Individual speakers are asked to limit their comments to no more than three (3) minutes, unless the Board decides otherwise.

Public Comment if attending meeting via Zoom:

Individuals who would like to address the Board via Zoom must use the "Raise Hand" feature under the "Participants." Speakers via Zoom should rename their Zoom profile names to their real names to expedite this process. After the comment, the microphone for the speaker's Zoom profile will be muted. Individual speakers are asked to limit their comments to no more than three (3) minutes, unless the Board decides otherwise.

VIII. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 5)

IX. Consent Calendar

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

Page 3 – Agenda for the November 7, 2024 Regular Meeting of the ROP Governing Board

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of October 4, 2024 (pages 6-15)
- B. Request the Governing Board to approve the Bill Warrants (pages 16-24)
- C. Request the Governing Board to approve the Personnel Action Items (pages 25-26)
- D. Request the Governing Board to approve the Advisory Committee Members (pages 27-47)
- E. Request the Governing Board to approve the Receipt of the Workability I Program Funds (pages 48-52)
- F. Request the Governing Board to approve the Agreement with AT&T for Point to Point Access from November 2024 through November 2029 (pages 53-63)
- G. Request the Governing Board to approve the Agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for an Early Childhood Educator Pre-Apprenticeship Program August 1, 2024, through December 31, 2027 (pages 64-80)
- H. Request the Governing Board to approve the Agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for Dental Assisting Pre-Apprenticeship Program August 1, 2024, through December 31, 2027 (pages 81-98)
- I. Request the Governing Board to approve the Amended Agreement with Donald Orlando for Welding Maintenance Services for the 2024-2025 School Year (pages 99-104)
- J. Request the Governing Board to approve the Agreement with Jayne Salinger for Work-Based Learning Support for the 2024-2025 School Year (pages 105-110)

X. Information Items

- A. ROP Pathway Reviews- Emergency Response (pages 111-112)
- B. Recognition of the Eden Area ROP Teacher of the Year (page 113)
- C. Business Partners of the Year (page 114)
- D. Advanced Manufacturing Day (page 115)
- E. Eden Area ROP Car Show (page 116)
- F. Out of State Conference: Orbund Training (page 117)
- G. Facilities Evaluation (pages 118-128)
- H. First Reading of Governing Board Policies, Administrative Regulations, Board Bylaws and Exhibits (pages 129-218)

XI. Action Items

- A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Reading of Governing Board Policies, Administrative Regulations, and Exhibits (pages 219-314)
- B. Request the Governing Board to approve the Revised Salary Schedules (Charts 1- 4) (pages 315-325)
- C. Request the Governing Board to approve the Grant Expansion Stipend for Operations in the 2024-2025 Fiscal Year (pages 326-329)

- D. Request the Governing Board to approve the Agreement with Mark Miller for Construction Manager Consultation Services from October 1, 2024 through September 1, 2025 (pages 330-335)

XII. Superintendent's Report

XIII. Governing Board Reports

XIV. Recess to Closed Session

- A. Conference with Legal Counsel-Anticipated Litigation
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

XV. Reconvene to Open Session and Report Action Taken in Closed Session

- A. Conference with Legal Counsel-Anticipated Litigation
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

XVI. Adjournment

STUDENT OF THE MONTH



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

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

CURRENT SITUATION

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

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

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Easten May-Fanene	Castro Valley	First Responders	Peters
Parman Singh	Castro Valley	Dental Assisting	Barrot
Cheyenne M Ryan	Tennyson	Entrepreneurship	Fuller
Belinda Rivera-Molina	Mt. Eden	Sports Medicine	Osakwe

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board October 4, 2024

I. Call to Order

James Aguilar, Board President, called the meeting to order at 5:45 p.m. on Friday, October 4, 2024, at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

James Aguilar, President	San Leandro USD
Penny Peck, Vice President	San Lorenzo USD
Gary Howard, Member	Castro Valley USD
Ken Rawdon, Alternate	Hayward USD

Eden Area ROP Governing Board Members Present:

Dr. April Oquenda, Member	Hayward USD
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Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Craig Lang	Director of Adult Programs
Manuschka Michaud	Principal
Anthony Oum	Fiscal Services Administrator
Michelle Stephens	Assistant Principal-Educational Services
Mark Rizkallah	Assistant Principal-Pathways

Eden Area ROP Staff Present:

Christina Charlton	Marketing Instructor
Dr. Erika Emery	Careers in Education Instructor
Jessica Fagundes	Career Counselor
Gabriela Juarez	Executive Assistant
Edwin Kang	Cybersecurity Instructor
Bridget Miller	Medical Careers Instructor

III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Sara Ma read the Eden Area ROP mission statement.

V. Core Values

Blaine Torpey read the Eden Area ROP core values.

VI. Approval of Agenda

Blaine Torpey, Superintendent, pulled Closed Session Item A from the agenda.

Trustee Gary Howard moved to approve the agenda with the removal of Closed Session Item A. Trustee Penny Peck seconded the motion. By the following vote, the agenda was approved as amended:

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

VII. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for October 2024:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Enja Moore	DICE	Careers in Education	Emery
Sara Ma	Arroyo	Cybersecurity	Kang
Mia Chan	Arroyo	Marketing	Charlton
Evelin Rivera Flores	San Leandro	Medical Careers	Miller

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

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

None.

IX. Consent Calendar

Trustee Gary Howard moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of September 5, 2024
- B. Bill Warrants
- C. Personnel Action Items
- D. Quarterly Report on Williams Act Complaints and Resolutions

Trustee Penny Peck seconded the motion.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

X. Information Items

A. ROP Pathway Reviews-Education

Manuschka Michaud, Principal, introduced Dr. Erika Emery, the instructor of the Careers in Education program in the Education pathway. This program offers students a range of career options in child development, such as leading a daycare, working in elementary education, becoming a teacher, or working in family services. The pathway is A-G approved, earning students the G elective credit for UC and CSU systems and has also received an honors designation.

Dr. Emery's program is moving towards dual enrollment, enhancing students' academic credentials. Through this pathway, students engage in internships, working with youth three days a week and collaborating with organizations like the Boys and Girls Club. Ms. Michaud praised Dr. Emery for her dedication and introduced her to provide further insights into the program.

Dr. Erika Emery presented an overview of the Careers in Education program, emphasizing the comprehensive and hands-on approach her students experience. She highlighted that students engage in various activities, including lesson plan development, first aid and CPR certification, and obtaining child development permits. These skills prepare students for job placement in child-related fields. Dr. Emery noted that the program's curriculum goes beyond textbook learning, aiming to immerse students in real-world scenarios through interactive activities that are directly applicable in classrooms.

Students in the program also have the opportunity to participate in internships, which they can tailor to their specific interests by selecting preferred grade levels and multiple sites. These internships provide valuable work experience and letters of recommendation, which significantly aid in future job placements. Dr. Emery shared that many students have already secured positions.

The program includes field trips that focus on personal growth, independence, and career exposure. Students are encouraged to navigate local transit systems, fostering independence and confidence. Field trips often incorporate college visits and career-related experiences, allowing students to explore diverse career paths in early childhood education. Dr. Emery concluded by describing how students' hours in internships, logged through Google Classroom, contribute towards child development permits, further enhancing their employability.

B. ROP Pathway Review-Information Support and Services

Manuschka Michaud, Principal, introduced Mr. Edwin Kang, who teaches in the Information Support and Services pathway. She highlighted the transformation Mr. Kang brought to the program with only one section and low enrollment. The program was revitalized, and in just one year, he succeeded in filling both cybersecurity classes to full capacity.

Ms. Michaud praised Mr. Kang's teaching approach, noting that his classes attract a diverse range of students, including those who may not initially seem interested in technology. Under his guidance, students work on certifications in Google IT and CISCO, preparing them for careers in large IT companies and fields like networking, software and systems development, and information support services.

In Mr. Kang's class, students actively engage in hands-on learning experiences, including game and simulation design, malware defense, and cybersecurity exercises in collaboration with FBI programs. Ms. Michaud highlighted the relevance of cybersecurity as an industry, emphasizing that cybersecurity students are preparing to combat real-world cyber threats, making the class both exciting and valuable.

Cybersecurity Instructor, Edwin Kang, shared his journey and the current impact of his program. With nearly two decades of teaching experience, he reflected on how the field has evolved from basic information technology to cybersecurity, mentioning how his own career has expanded with new certifications in response to growing cybersecurity needs. His initial career as an architect, where he worked on projects like Legoland and Disneyland, equipped him with problem-solving skills that he now brings

into his teaching. He aims to facilitate rather than instruct, focusing on engaging students in real-world applications of technology.

Mr. Kang highlighted the two-year cybersecurity program, covering hardware basics in the first year and diving into networking and cybersecurity in the second. The curriculum includes certifications from CISCO, CompTIA, and Google, preparing students for careers. These certifications enable students to qualify for employment in cybersecurity, network support, and IT, directly out of high school. He also discussed Google's new cybersecurity course, which is part of the program's advanced curriculum.

Mr. Kang emphasized the hands-on aspect of the class, where students practice real cybersecurity techniques through a secure VirtualBox environment provided by the Department of Defense, simulating real-world malware detection and prevention. To make learning relevant and interactive, students also bring broken devices from home to fix, building local IT skills.

Partnerships with LinkedIn, Microsoft, and local government have provided students with advisory input, internships, and career exposure. Mr. Kang also discussed the SkillsUSA competition, where his students recently represented the school, and he spoke proudly of their problem-solving abilities in real-time challenges. Finally, he announced the program's involvement in a seven-month learnerthon, sponsored by the White House and CISCO, where students can win prizes and gain access to career fairs with tech industry leaders.

C. Back to School Night

Manuschka Michaud, Principal, shared highlights from this year's Back to School Night, held on Tuesday, September 24th. She compared attendance over the past few years, noting steady growth from 127 families in 2021-2022 to 177 families and community members this year. The event included a food fundraiser to support SkillsUSA, a program that students are actively participating in and fundraising for.

The evening was interactive, with students not only demonstrating their skills for parents and community members but also inviting them to try hands-on activities. Each classroom showcased what students have been working on. Ms. Michaud also showed a brief video, capturing the atmosphere and engagement of families during the event.

Ms. Michaud credited this increased turnout to improved outreach efforts and enthusiastic teachers. She also recognized the Eden Area ROP's Public Relations and Student Activities Specialist, acknowledging her efforts in promoting the event and engaging families. The event marked another step toward building stronger community connections, with more families getting involved each year.

D. Principals' Breakfast

Manuschka Michaud, Principal, provided an overview of the Principals' Breakfast, which brought together principals and administrators from the Eden Area ROP's participating high schools for a morning of collaboration and discussion. The high schools represented included San Lorenzo High, East Bay Arts, Royal Sunset, San Leandro High, Lincoln, San Leandro Virtual, Mt. Eden High, Tennyson High, and Brenkwitz High. Though Castro Valley and Arroyo High Schools couldn't attend due to other commitments, the event still had a good turnout.

The breakfast, held in the boardroom, was prepared and served by the Eden Area ROP's Culinary Science students. Attendees discussed several topics, including student enrollment and upcoming initiatives. A highlight was the preview of the Eden Area

ROP's new Zero Emission Vehicle (ZEV) program, which has generated interest and excitement. Many principals expressed interest in expanding program offerings at their respective schools, though Ms. Michaud noted that district collaboration would be essential to make those expansions possible.

E. First Reading of Governing Board Policies, Administrative Regulations, and Exhibits

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

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

NUMBER	TYPE	TITLE	STATUS
0410	BP	Nondiscrimination in District Programs and Activities	Revise
1312.3	BP	Uniform Complaint Procedures	Revise
1312.3	AR	Uniform Complaint Procedures	Revise
4030	BP	Nondiscrimination in Employment	Revise
4030	AR	Nondiscrimination in Employment	Revise
4033	BP	Lactation Accommodation	Revise
4119.11 4219.11 4319.11	BP	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
4119.11 4219.11 4319.11	AR	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
4119.1 4219.12 4319.12	AR	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
4119.12 4219.12 4319.12	E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
4161 4261 4361	AR	Leaves	Revise
5145.3	BP	Nondiscrimination/Harassment	Revise
5145.3	AR	Nondiscrimination/Harassment	Revise
5145.7	BP	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
5145.7	AR	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise

NUMBER	TYPE	TITLE	STATUS
5145.71	AR	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
5145.71	E(1)	Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
5146	BP	Married/Pregnant/Parenting Students	New

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

XI. Action Items

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

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Penny Peck the Governing Board approved the second reading and adoption of Governing board policies, administrative regulations, and exhibits.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Oquenda)

B. Request the Governing Board to approve the Reclassification of the Adult Programs Administrative Staff

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the reclassification of the Adult Programs administrative staff.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Oquenda)

C. Request the Governing Board to approve the Revised Job Description for the Director of Adult Programs and Apprenticeships

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the revised job description for the Director of Adult Programs and Apprenticeships.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Oquenda)

D. Request the Governing Board to approve the Enrollment and Registration Coordinator and Program and Internship Coordinator Positions and Job Descriptions

Upon review of and a motion by Trustee Ken Rawdon and a second by Trustee Gary Howard the Governing Board approved the Enrollment and Registration Coordinator and Program and Internship Coordinator positions and job descriptions.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

E. Request the Governing Board to approve the Revised Salary Schedules (Charts 2C and 4)

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the revised Salary Schedules (Charts 2C and 4).

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

F. Request the Governing Board to approve the Proposed Salary and Health and Welfare Benefit Increases for all Employees

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Ken Rawdon the Governing Board approved the proposed salary and health and welfare benefit increases for all employees.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

G. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees' Agreement for the 2024-2025 Salary and Health & Wellness Benefit Package (H&W) Increases

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Ken Rawdon the Governing Board approved the public disclosure of Eden Area ROP Employees' agreement for the 2024-2025 salary and health & wellness benefit package (H&W) increases.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

H. Request the Governing Board to approve the Addition of a Fourth 1.0 FTE Medical Careers Instructor Position

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the addition of a fourth 1.0 FTE Medical Careers Instructor position.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

I. Request the Governing Board to approve the Agreement with Donald Orlando for Welding Maintenance Services for the 2024-2025 School Year

Upon review of and a motion by Trustee Ken Rawdon and a second by Trustee Gary Howard the Governing Board approved the agreement with Donald Orlando for welding maintenance services for the 2024-2025 school year.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

J. Request the Governing Board to approve the Agreement with Healthcare Career Advancement Program (H-CAP) for Curriculum and Equipment Improvement as it Relates to the Development of the Dental Assistant Apprenticeship Program for the 2024-2025 School Year

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the agreement with Healthcare Career Advancement Program (H-CAP) for curriculum and equipment improvement as it relates to the development of the Dental Assistant Apprenticeship Program for the 2024-2025 school year.

AYES: 4 (Aguilar, Howard, Peck, Rawdon)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Oquenda)

XII. Superintendent's Report

Blaine Torpey, Superintendent, began by expressing gratitude to the Eden Area ROP Board for approving the recent salary and health and wellness increases for staff, noting that the staff deeply appreciates the support and recognition for their hard work.

He highlighted a new tradition, sharing "Garden Blossoms" with the Board members. Linden Keiffer, Security/Grounds Officer, prepares and distributes the newsletter to the staff. He reflects on cultural traditions for the fall season from around the world and reinforces Eden Area ROP's commitment to fostering inclusion and belonging.

Superintendent Torpey shared details about the recent Middle College site tours around the Bay Area. The team visited several institutions, including Chabot College, where President Cooks provided an excellent presentation, as well as Skyline, Contra Costa, and Las Positas Middle Colleges. The tour provided valuable insights into Middle College programming. The following day he attended the CCEMC Dual Enrollment Conference with Mark Rizkallah, Assistant Principal- Pathways.

Back to School Night was another highlight, which Superintendent Torpey described as fantastic. He mentioned that next month a presentation will be given about the Eden Area ROP Car Show, an event that drew 170 cars and provided a remarkable community experience.

Superintendent Torpey gave an update on the progress of several grant applications, noting that the Eden Area ROP's applications for the Strong Workforce Program and CTEIG grants were near completion, with a submission deadline of October 11th. On September 20th, the Eden Area ROP received preliminary notification for the Golden State Pathways Program, though the award is currently on hold as the state reviews all applications.

He shared his excitement about participating in AC Transit's Zero Emission Bus University launch at their training center, which showcased a virtual learning setup where students could explore a 3D propulsion system model with VR goggles. During this event, he met an AC Transit senior mechanic and an ROP alumnus who shared his success story of starting his career in the zero-emission field directly from high school with ROP certifications.

Superintendent Torpey shared that he had the honor of celebrating Eden Area ROP's Teacher of the Year, Captain John Peters, at the ACOE event held the previous night. As the First Responder Instructor, Captain Peters has made a tremendous impact on his students and the program as a whole. He is known for inspiring his students, showing them the courage and commitment needed to pursue careers in emergency public services.

Superintendent Torpey concluded his report by providing an achievement under each of his goals. He highlighted a growing collaboration with Chabot College and the success of Eden Area ROP's dual enrollment program. He pointed out a significant increase in both enrollment and success rates for dual enrollment courses from last year, with Eden Area ROP expanding from two to three sections and achieving nearly double the participation rate. If the Strong Workforce application is approved, Eden Area ROP plans to expand to 15 dual enrollment classes, helping students gain transferable college credits and valuable skills.

He also announced the hiring of a Zero Emissions Vehicle instructor, Mark Anthony Villanueva, and a new Work-Based Learning Specialist, Jazmin Marquez.

Looking ahead, Superintendent Torpey mentioned the upcoming state legislative and executive staff visit to Eden Area ROP, including representatives from the Department of Finance, the Governor's Office, and other legislative bodies. This visit aims to showcase the transformative impact of ROP programs and CTE on students' lives.

XIII. Governing Board Reports

Trustee Penny Peck, San Lorenzo USD representative, shared that she plans to attend the upcoming Eden Area ROP Business Partner of the Year breakfast on Thursday. She also mentioned that, as part of the League of Women Voters, her involvement in an initiative to register students to vote.

Trustee Gary Howard, Castro Valley USD representative, noted his appreciation for Dr. Cooks, highlighting his positive impact on community relationships and saying that his presence is a great asset. He also mentioned being impressed by the recent car show, remarking on its great turnout and success.

Trustee Ken Rawdon, Hayward USD representative, shared that he's glad to be present again and is filling in for a fellow trustee. He mentioned that this is his second meeting, and he said that he has enjoyed the experience.

Trustee James Aguilar, San Leandro USD representative, reminded the Board about the upcoming CSBA Coast2Coast event, taking place from April 28th through April 30th, with registration opening soon. He expressed his interest in attending to represent CTE interests, advocating for greater CTE representation in federal policy. He requested the possibility of attending the event under the ROP name, while still representing San Leandro USD, and encouraged Superintendent Torpey to join as well to continue the legislative and political work already in progress. He closed with an invitation for other Board members to register and join the event.

XIV. Recess to Closed Session

The meeting was called into closed session at 7:18 pm. Closed session Item A was pulled from the agenda.

- A. Conference with Legal Counsel-Anticipated Litigation Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)**
- B. Conference with Labor Negotiators, (Pursuant to Government Code Section 54957.6)**
Agency Representative: James Aguilar, Board President
Unrepresented Employee: Blaine Torpey, Superintendent

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

The meeting resumed to open session at 7:28 pm.

- B. Conference with Labor Negotiators, (Pursuant to Government Code Section 54957.6)**
Agency Representative: James Aguilar, Board President
Unrepresented Employee: Blaine Torpey, Superintendent

Board President, James Aguilar, reported that no action was taken.

XVI. Adjournment

The meeting was adjourned at 7:28 pm in memory of Margret Garrison, mother of Eden Area ROP Security/Grounds Officer, Dale Garrison.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of September 25, 2024 through October 22, 2024 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mark Rizkallah, Assistant Principal-Pathways
SUBJECT: Request the Governing Board to approve the Advisory Committee Members

BACKGROUND

In accordance with the 11 Elements of High-Quality Career Technical Education, advisory committees are established to provide advice and support for all career technical education programs. Business, community, and industry partners provide expertise and advice to the Eden Area ROP and school district CTE staff. Partners provide insight regarding the current labor market and support course description updates to meet industry standards. They also provide feedback on the acquisition of new textbooks and classroom materials. The Eden Area ROP coordinates 20 separate advisories for our programs and JPA member districts, according to CDE designated industry sectors and pathways. Our coordinated advisories foster collaboration among similar CTE programs and leverage the time of business partners to assist more than one program at a time.

CURRENT SITUATION

In accordance with the Carl D. Perkins Act, the Governing Board appoints advisory Committee members every year. A list of recommended advisory committee members is attached. Business, labor, and industry partners have signed a letter of commitment for this year's advisories.

PROGRAM	PROGRAM LOCATION
Automotive Collision and Refinishing	Center
Automotive Technology	Center, Castro Valley & San Leandro High Schools
Biotechnology	Castro Valley High School
Careers in Education	Center
Careers in Law, Forensics and Public Safety	Center & San Lorenzo High School
Construction Technology, Wood Technology	Center, Hayward & San Leandro High Schools
Culinary Science, Food & Nutrition; Agriculture (Farm to Fork)	Center, Castro Valley & Tennyson High Schools

Cybersecurity, ICT	Center & Castro Valley High School
Dental Assisting	Center
Engineering	Castro Valley, Arroyo & Hayward High Schools. Bret Harte & Cesar Chavez Middle Schools
First Responder (Fire Science /EMT)	Center
Graphics	Mt. Eden, Tennyson, San Lorenzo, Castro Valley & San Leandro High Schools
Marketing, Entrepreneurship	Arroyo, Castro Valley, Mt. Eden, Hayward, Tennyson & San Leandro High Schools
Medical Careers	Center & Castro Valley High School
Photography, Advanced Photography	Castro Valley, Hayward, Mt. Eden, Tennyson, Arroyo, & San Lorenzo High Schools
Sports Medicine	Mt. Eden, Tennyson, Arroyo & San Lorenzo High Schools
Theater	Hayward & Arroyo High Schools
Video Production	San Leandro & San Lorenzo High Schools
Welding Technology & Advanced Manufacturing	Center, Brenkwitz & San Leandro High School

CONSENT CALENDAR

EdenAreaROP

Advisory Members

Sector: Transportation
Pathway: Structural Repair & Refinishing
Instructor: Daniel Pareja (ROP)

Advisory Members

Name	Company
Edgar Juarez	Caliber Collision
Ben Shell	Ben's Auto Body and Repair
Kathy Mellow	TGIF Auto
Derrick Deo	Caliber Collision
Todd Bammer	Moeller Brothers
Michaela Bammer	Moeller Brothers



EdenAreaROP

Advisory Members

Sector: Transportation

Pathway: Systems Diagnostics, Service, and Repair

Instructor: David Espinoza (ROP), Todd O'Leary (ROP), Darren Rees (CV), Andy Shyers (SL), Mark Anthony Villanueva (ROP)

Advisory Members

Name	Company
Pedro Cuevas	Dublin Kia
Mario Arellano	J & J Auto Repair
Francisco Bailon	ABC Star Tire
James Hailey	All Star Tire
James Kelly	All Star Tire
Chris Valencia	EastBayz Tire and Wheel
Terri Mikula	Dailey Chevrolet
Henry Castro	Fiat/Alfa Romeo/ Maserati of Burlingame
Robert Diaz	AC Transit
Ruben Gonzalez	San Leandro Brake and Wheel Center
Brian Hocker	AAA Towing
Ting Tam	ABC Company
Michelle Maciel	San Leandro Hyundai Kia
Jonathan Sira	Keystone Automotive

Sector: Health Science & Medical Technology
Pathway: Biotechnology
Instructor: Lata Mistry (CV)

Advisory Members

Name	Company
Thomas Maciel Lester	Audentes Therapeutics
Tiffani Quan	UC Berkeley
Catherine DeSousa	Berkeley Grad Student
Edward King-Kovach	Ginkgo Bioworks, Inc.
Lauren Neves	10xGenomics
Gary Howard	Gladstone Institute
Matthew Kaser	Bell & Associates
Haiying Zhou	Arcus Biosciences

EdenAreaROP

Advisory Members

Sector: Education, Child Development, and Family Services

Pathway: Education

Instructor: Erika Emery (ROP)

Advisory Members

Name	Company
Deidra Daniels	Childcare Center
DiShawn Givens	Fremont Unified School District
Layla Jacks	Redwood Forest Preschool
Denise Williams-West	Jefferson Elementary School

Sector: Public Services

Pathway: Public Safety

Instructor: Jim Kanhai (ROP)/ Michael O' Connell (SLZ)

Advisory Members

Name	Company
Lt. Antonio Puente	Hayward Police Department
Mary Marquez	Hayward PD
Sony Nathaniel	Nema Health (Critical Incident Training (CIT) for Law Enforcement)
Professor Brad Wilson	Chabot College
Elgin Lowe	Alameda County District Attorney
Lt. Robert McManus	San Leandro Police Department

EdenAreaROP

Advisory Members

Sector: Building & Construction Trades

Pathway: Residential and Commercial Construction
Cabinetry, Millwork, and Woodworking

Teacher: Jose Lopez (ROP), Michael Raytis (SL), Raymond Hothan (HAY)

Advisory Members

Name	Company
Jack Wilding	Mellow Mule Co.
Jamie Mather	Construction Trades Workforce Initiative
Leonard Nieto	Envision Constriction
Dominiq Laird	Low Voltage Security

EdenAreaROP

Advisory Members

Sector: Hospitality, Tourism & Recreation
Pathway: Food Science, Dietetics & Nutrition
Instructor: Amanda Rose (ROP), Vicki Gilmour (CV), Rupika Malik (TEN)

Advisory Members

Name	Company
Lamont Periman	Montperi Catering & Events
Gary Freund	California State University, East Bay
Kim Hudson	Hudson Group CA
Dr. Thomas Padron	California State University, East Bay

Sector:	Information and Communications Technologies
Pathway:	Networking and Information Support and Services
Instructor:	Edwin Kang (ROP), Louis Stanley (CV)

Advisory Members

Name	Company
Gaspar Modelo-Howard	Palo Alto Networks, Inc.
Kristi Belcher	Lawrence Livermore National Laboratory (LLNL)
Fabricio Gambo	Southern Illinois Healthcare
Kirk Tramble	Kizata LLC
Nathaniel Roush	City of Hayward
Gary Dylina	Panorama Education



EdenAreaROP

Advisory Members

Sector: Health Science and Medical Technology
Pathway: Patient Care (Dental)
Instructor: Anissa Barrot (ROP)

Advisory Members

Name	Company
Claire Latin	Enamel Creations Laser & Cosmetic Dentistry
Laurie Adverill	UOP Union City Dental Clinic
Miguel Hipolito, DDS	San Leandro Pediatric Dentistry
Tammey Brown	Retired EAROP Instructor
Daisy Garcia	Newbury Dental
Manuel Aguilar	RDH
Dr. Mali McGuire	Kobayashi Dentistry
Brianna Prince	UOP, Arthur A. Dugoini School of Dentistry
Jessica Rosales	RDH-North Hills Endodontics
Denise Bailey	Retired Instructor
Candace Niccolson	Barniv Dental
Mayra Apodaca RDA	Uptown Pediatric Dentistry
Susan So MD	Castro Valley Orthodontics

EdenAreaROP

Advisory Members

Sector: Engineering and Architecture
Pathway: Engineering Design
Instructor: Lisa Holmes (CV), Jessica Porter (CV), Ian Lockey (HAY), Edgar Monroy (Bret Harte), James Madden (ARR)

Advisory Members

Name	Company
Jared Gochuico	Chabot College
Patrick Mishreky	UC Berkeley Engineering
Claire Luce	Blue Origin
Linda Renteria	Casa Sanchez Foods
David Farbis	Melrose Systems

EdenAreaROP

Advisory Members

Sector: Public Services

Pathway: Emergency Response

Instructor: Captain John Peters (ROP)

Advisory Members

Name	Company
Samantha Barakat	Royal Ambulance
Tayler Peters	San Jose Fired Dept.
Deputy Chief Eric Vollmer	City of Hayward Fire Dept.

EdenAreaROP

Advisory Members

Sector:	Arts, Media and Entertainment
Pathway:	Design, Visual, and Media Arts
Instructor:	Cameron Greenfield (CV), Larry Lavendel (MTE), Judy Okolie (TEN), Martin Alvarado (SL), Robert Jackson (SLZ)

Advisory Members

Name	Company
Steve Jones	Plantain Studios
Molly McCoy	Molly McCoy Graphic Design
Jay King	JK Marketing Group
Goldy Bardin	Google

Sector: Marketing, Sales and Services

Pathway: Marketing & Entrepreneurship/Self Employment

Instructor: Maria Luisa Fuller (TEN), Rick Charles (HAY), Aaron Rosas (MTE), Christina Charlton (ARR), Laura Jagroop (SL), Byron Thompson (CV)

Advisory Members

Name	Company
Kerry Ao	Intertwined Finance
Frankie Fegurgur	Frank Money Talk
Monica Silva	Audacity Cosmetics
Surina Piyadasa	Dynamically Speaking
Michelle Castro	Deloitte
Ryan Cahill	Meet Ryan Financial Professional

EdenAreaROP

Advisory Members

Sector: Health Science & Medical Technology

Pathway: Patient Care, Health Care Administrative Services

Instructor: Heather Bystrom (ROP), Bridget Miller (ROP), Sue Anderson (CV),
Mikel Jackson (ROP), Sharyce Pittman (ROP)

Advisory Members

Name	Company
George Dib	St. Rose Volunteer/ FACES Alumni
Kelly Griest	Kaiser Permanente
LaToya Foskey	Maxim Healthcare Staffing
Kelly Cook	UCSF
Linda Hughs	Gurnick
Toyia Franklin	Kaiser Permanente
Claret Presley	Sutter Health
Elaine Smith	Farms to Grow
Leah Cambra	Epic Care
Reina Flores	Epic Care

EdenAreaROP

Advisory Members

Sector: Arts, Media, and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Karissa Robinette (CV), Mark Koehler (HAY), David Gurley (MTE),
Jeff Baughman (ARR), Ken Gossett (SLZ), Julianne Clark (TEN)

Advisory Members

Name	Company
Andrew Wegst	Freelance Photographer and Video Producer
Benjamin Krantz	Ben Krantz Studio
Zachary Borja	Borja+

Sector: Health Science & Medical Technology

Pathway: Patient Care [Sports Medicine]

Instructor: Ezenwanyi Precious Osakwe (MTE), Quiana Wilson (HAY), Kris Bernard (ARR/SLZ)

Advisory Members

Name	Company
Edward Givans	Givans Taekwondo Academy
Shawn Jenkins	Stockton Sports Performance
Jenny Li	SOL Physical Therapy
Dakarea Pierson	Blackhawk
Michael Chin	P3 Athletic & Physical Therapy

EdenAreaROP

Advisory Members

Sector: Arts, Media, and Entertainment

Pathway: Performing Arts

Instructor: Tavis Kammet (HAY), Jennifer Dreyfus (ARR)

Advisory Members

Name	Company
Edward Hightower	Actor, Independent
Monica Dominguez	Dance Live Dream Center
Andrea Bechert	Scorpion Designs
Brian Katz	Custom Made
Eric Kupers	CSU East Bay Theater and Dance Dept.

Sector: Arts, Media and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Tony Farley (SL), Lance McVay (SLZ), Kevin Johnson (SLZ), Amanda Mydral (SL)

Advisory Members

Name	Company
Roy Miles Jr.	Northstarr Media Group
Danielle Pirslin	Freelance Makeup Artist
Trinh Dinh	Google ASG (You Tube)
Frazer Bradshaw	Dir. Photography
Alex Hayness	Google

EdenAreaROP

Advisory Members

Sector: Manufacturing & Product Development
Pathway: Welding & Materials Joining and Product Innovation and Design
Instructor: Barbara Juarez (ROP), Joseph Liu (BRK), Tawana Guillaume (SL)

Advisory Members

Name	Company
Alex Demirjian	Miller Electric
David Vetrano	Chabot College
Louis Quindlen	Laney College
John Rettie	Hester Fabrication



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Receipt of the Workability I Program Funds

BACKGROUND

The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2024-2025 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Community Access Training for Transition (CATT) Program and the Merchandising Occupations Program. These programs find employment and provide training for special education students to enter the workforce.

CURRENT SITUATION

This year the Eden Area ROP re-applied in a competitive process and has been recommended by CDE to receive funding in the amount of \$82,440.

CONSENT CALENDAR

Grant Award Notification

GRANTEE NAME AND ADDRESS Linda Granger, Superintendent Eden Area Regional Occupational Program 26316 Hesperian Boulevard Hayward, CA 94545			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			24	23011	74013	W0
Attention WorkAbility I, Site 025			INDEX		County Code	
Email Hholcomb@cde.ca.gov			0663		01	
Telephone 510-293-2900			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office			6520		8590	
Name of Grant Program 2024–25 WorkAbility I Program						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$82,440		\$82,440		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	



I am pleased to inform you that you have been funded for the Workability I Program.

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

WorkAbility I at Workability1@cde.ca.gov

California Department of Education Contact Howard Holcomb			Job Title Education Programs Consultant				
E-mail Address Hholcomb@cde.ca.gov				Telephone 916-982-2251			
Authorized by the State Superintendent of Public Instruction or Designee 				Date September 27, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>							
Printed Name of Authorized Agent Blaine C. Torpey			Title Superintendent				
E-mail Address btorpey@edenrop.org				Telephone (510) 293-2901			
Signature 				Date October 22, 2024			

Conditions of the Grant Award

1. General Assurances are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2024-25.asp> prior to initial grant award payment.
2. This Workability I (WAI) grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act (IDEA) and in compliance with laws and regulations from the CDE, the Employment Development Department (EDD), and the state and federal Departments of Labor.
3. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400), which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed hard copy AO-400 to the CDE. All approved grant funds must be expended within the designated award period.
4. Grant funds must be used to implement the WAI Program as indicated in the approved project plan and consistent with California *Education Code (EC)* 56471 Section (e), "Workability project applications shall include, but are not limited to, the following elements: (1) recruitment, (2) assessment, (3) counseling, (4) preemployment skills training, (5) vocational training, (6) student wages for try-out employment, (7) placement in unsubsidized employment, (8) other assistance with transition to a quality adult life, and (9) utilization of an interdisciplinary advisory committee to enhance project goals."
5. The following program evaluation and renewal information will be compiled and submitted by the WAI grantee to the CDE by the required due dates: (a) student data, (b) program funds [staffing and program cost], (c) Annual Program Report, (d) Grant Funding Application, and (e) Annual Program Requirements Report.
6. WAI grantees must complete and submit all required WAI forms by the due date into the WAI database, to the CDE, or both. If the grantee does not meet timely submission of forms for the fiscal year, the grantee will be placed on conditional status.
7. WAI grantees must serve all students for which funding was received.
8. WAI grantees must place into employment at least 15 percent of the students for which funding was received.
9. The WAI grantees must achieve a score of "Basic/Developing" on the Annual Program Requirements Report submission: a numerical score of no less than nine for High Schools and no less than seven for Middle Schools. If the grantee does not score the minimal requirements, the grantee will be placed on conditional status.
10. Grantees must have representation by their WAI Program staff at two regional meetings and one required state meeting per year.
11. If a WAI grantee receives WAI Advisory Committee and standing committee funds per *EC* 56471(b), then attendance by Advisory and Committee members is required at up to four committee meetings per year. If the WAI Advisory Committee member will not attend, a designee needs to attend in their place. All WAI Advisory meetings are subject to Bagley Keene and are hosted by the CDE in person or virtually. Meetings are subject to state safety protocols and can be conducted virtually.
12. The WAI grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.

13. The WAI Grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2025**, for reporting actual expenditures from **July 1, 2024, through December 31, 2024**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced proportionately.
14. The WAI Grantee must submit to the CDE a **Final Expenditure Report** no later than **August 10, 2025**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will affect the timely release of next year's payment and will result in conditions imposed on the grant.
15. Funds will be used for excess costs of normal expenditures when applied to staff, materials, and services that are not typically provided to students receiving special education services and that are necessary for their participation in this program.
16. The WAI grantee will provide information to WAI students with intellectual and developmental disabilities (ID/DD) ages 16 and above regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.
17. Every employed WAI student under the age of 18 shall have an approved work permit on file at the employment site, and a copy shall be filed with the WAI grantee.
18. Work-based learning opportunities must be provided in compliance with the Work Experience Education (WEE) and Regional Occupational Center and Programs (ROC/P).
19. The WAI program does not discriminate on the basis of race, color, national or ethnic origin, gender, or disability in the administration of its program and complies with all laws and regulations of the Americans with Disabilities Act and other appropriate legislation.
20. The WAI Grantee shall be accountable as defined by student, program, and fiscal outcomes.
21. Students who participate in the WAI work experience program will be paid at least minimum wage. There is an exception for learners who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.
22. Minimum wage will not exceed the prevailing minimum wage of the city in which the student is employed.
23. All WAI students will be placed into employment settings that are in the least restrictive environment and that facilitate movement towards postschool integrated employment.
24. The WAI grantee will enter and participate in a Local Partnership Agreement (LPA) with core partners (local educational agencies, Department of Rehabilitation Districts, and Regional Centers) and be prepared to submit to the CDE documentation of the LPA upon request.
25. The WAI Grantee will provide to the CDE an On-Campus Business Plan for proposed on-campus student businesses that provide students enrolled in the WAI program with on-campus placement opportunities.
26. Under the authority of the CDE, if the grantee is identified as noncompliant in any of the aforementioned areas, conditions will be imposed on the grant. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those grantees with violations will receive notification of conditions on their grant and will be instructed to develop a plan of action to remedy the noncompliance. No payments will be released to agencies with conditions on their grant until the CDE receives written notification from the agency agreeing to the conditions of the grant.

If you have any fiscal questions regarding this grant, please contact the CDE WAI Team by email at Workability1@cde.ca.gov.

If you would like to inquire about the status of a payment, please contact the Administrative Services Unit at SEDGrants@cde.ca.gov and copy the WAI Team at Workability1@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with AT&T for Point to Point Access from November 2024 through November 2029

BACKGROUND

Currently, the point to point internet access between the Eden Area ROP and Alameda County Office of Education (ACOE) is paid on a non-contracted month-to-month bases with services provided by AT&T. This contract allows Eden Area ROP to renew into a 60 month agreement, allowing for the increase to the bandwidth speed from 250 mbps to up to 1,000 mbps. Currently, the Center is running at 250 mbps, and this upgrade allows the Eden Area ROP to increase the bandwidth speed to 500 mbps as per the ACOENet MOU that was approved on 06/07/2024 Board – Consent Item J. This contract will lower our monthly cost for such services.

CURRENT SITUATION

As part of the current effort to upgrade technology campus wide, Eden Area ROP has entered into a 60 month renewal agreement with AT&T to provide point to point access at a higher speed and a lower price point.

CONSENT CALENDAR



AT&T MA Reference No. MA1390656UA
AT&T PS Contract ID SDNQ95IOKA

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Please sign by 11/06/2024

Customer	AT&T
EDEN AREA ROP Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 94545-2458 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Anthony Oum Title: Administrator Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 94545-2458 Country: USA Telephone: (510) 293-2906 Email: aoum@edenrop.org	Name: CHONG LAM Street Address: 5005 EXECUTIVE PKWY City: SAN RAMON State/Province: CA Zip Code: 94583 Country: USA Telephone: 9259156326 Email: cl8528@att.com Sales/Branch Manager: Sasha Chopra SCVP Name: S Eigar Sales Strata: :Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Fax: Email: Agent Code:	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

This Pricing Schedule supersedes and replaces the Pricing Schedule (AT&T Contract ID No. SDNAFOKQ4S) between Customer and AT&T last signed on 2019-05-17 (the "Prior Pricing Schedule"), including any amendments thereto. The rates in this Pricing Schedule will apply to any existing Service Components covered by the Prior Pricing Schedule, commencing as of the Effective Date of this Pricing Schedule or as soon thereafter as the rate changes can be implemented in AT&T's billing system.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

AT&T and Customer Confidential Information

Page 1 of 10

UA required
ROME ID: 1-Q95IOKA

ASE_NoD_PS_3PA PS v050522
AT&T Solution No. SDN728316213564

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

1. SERVICES

Service	Service Publication Location
AT&T Switched Ethernet Service SM	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
AT&T Switched Ethernet Service SM (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
AT&T Managed Switched Ethernet on Demand SM	http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the “Monthly Recurring Charge” used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer’s master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

5. RATES and CHARGES**5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint**

AT&T and Customer Confidential Information

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UA required
ROME ID: 1-Q95IOKA

ASE_NoD_PS_3PA PS v050522
AT&T Solution No. SDN728316213564

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

5.1.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2 Customer Port Connection MRC

Customer Port Connection		
Port Type	Customer Port Connection Speed	60-month Term MRC
Basic Port	100 Mbps	\$189.76
	1 Gbps	\$189.76
	10 Gbps	\$1074.00
PPCoS Port	100 Mbps	\$189.75
	1 Gbps	\$189.75
	10 Gbps	\$1074.00

5.1.2.1. Bandwidth MRC

Bandwidth MRC – 60-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$130.74	\$135.24	\$162.29	\$191.59	\$207.37
4 Mbps	\$155.66	\$160.23	\$187.70	\$212.88	\$228.90
5 Mbps	\$169.30	\$177.17	\$196.85	\$216.54	\$232.29
8 Mbps	\$185.72	\$192.72	\$208.49	\$222.51	\$238.28
10 Mbps	\$105.25	\$110.25	\$135.26	\$160.25	\$175.26
20 Mbps	\$120.24	\$130.24	\$155.25	\$175.26	\$190.25
50 Mbps	\$215.26	\$225.26	\$250.26	\$275.26	\$300.27
100 Mbps	\$235.26	\$250.26	\$275.24	\$295.24	\$320.25
150 Mbps	\$435.84	\$457.47	\$478.43	\$499.05	\$535.65
250 Mbps	\$435.25	\$455.26	\$520.25	\$580.24	\$625.28
400 Mbps	\$545.27	\$572.78	\$637.50	\$702.22	\$753.99
500 Mbps	\$565.26	\$595.25	\$650.23	\$710.24	\$760.29
600 Mbps	\$669.92	\$703.10	\$777.36	\$829.50	\$887.96
1000 Mbps	\$565.26	\$595.23	\$650.26	\$710.29	\$760.22
2000 Mbps	\$236.03	\$251.02	\$300.97	\$351.02	\$401.01
2500 Mbps	\$792.70	\$823.50	\$846.05	\$868.60	\$917.00
4000 Mbps	\$942.00	\$981.52	\$1009.18	\$1036.86	\$1100.10
5000 Mbps	\$655.97	\$675.99	\$750.95	\$800.96	\$900.94
7500 Mbps	\$1660.97	\$1738.34	\$1792.49	\$1846.65	\$1970.44
9500 Mbps	\$2195.53	\$2301.03	\$2374.88	\$2448.74	\$2617.53
10000 Mbps	\$1575.89	\$1626.11	\$1775.96	\$1876.04	\$2026.10

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

5.1.2.2. Bandwidth MRC for 100 Mbps

Bandwidth MRC - 60-month CIR (for 100 Mbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	\$130.73	\$135.24	\$191.59	\$207.37
4 Mbps	\$155.65	\$160.23	\$212.88	\$228.90
5 Mbps	\$169.29	\$177.17	\$216.54	\$232.28
8 Mbps	\$185.71	\$192.72	\$222.50	\$238.27
10 Mbps	\$195.24	\$204.69	\$267.67	\$286.56
20 Mbps	\$220.50	\$230.76	\$282.04	\$302.55
50 Mbps	\$258.82	\$270.70	\$323.52	\$348.61
100 Mbps	\$307.00	\$323.16	\$377.02	\$403.95

5.1.2.3. Bandwidth MRC for 1 Gbps

Bandwidth MRC - 60-month CIR (for 1 Gbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	\$130.73	\$135.24	\$191.59	\$207.37
4 Mbps	\$155.65	\$160.23	\$212.88	\$228.90
5 Mbps	\$169.29	\$177.17	\$216.54	\$232.28
8 Mbps	\$185.71	\$192.72	\$222.50	\$238.27
10 Mbps	\$195.24	\$204.69	\$267.67	\$286.56
20 Mbps	\$220.50	\$230.76	\$282.04	\$302.55
50 Mbps	\$258.82	\$270.70	\$323.52	\$348.61
100 Mbps	\$307.00	\$323.16	\$377.02	\$403.95
150 Mbps	\$435.84	\$457.46	\$499.05	\$535.65
250 Mbps	\$493.65	\$518.33	\$649.97	\$697.69
400 Mbps	\$545.27	\$572.77	\$702.21	\$753.99
500 Mbps	\$579.92	\$608.76	\$736.92	\$791.39
600 Mbps	\$669.92	\$703.10	\$829.50	\$887.96
1000 Mbps	\$769.06	\$808.29	\$933.85	\$1001.34

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

5.1.2.4. Bandwidth MRC for 10 Gbps

Bandwidth MRC - 60-month CIR (for 10 Gbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
1000 Mbps	\$769.06	\$808.29	\$933.85	\$1001.34
2000 Mbps	\$592.74	\$613.88	\$643.84	\$675.55
2500 Mbps	\$792.70	\$823.50	\$868.60	\$917.00
4000 Mbps	\$942.00	\$981.52	\$1036.86	\$1100.10
5000 Mbps	\$1105.63	\$1153.77	\$1221.16	\$1298.18
7500 Mbps	\$1660.97	\$1738.34	\$1846.65	\$1970.44
9500 Mbps	\$2195.53	\$2301.03	\$2448.74	\$2617.53
10000 Mbps	\$2275.33	\$2385.03	\$2538.61	\$2714.14

5.1.2.5. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3. Non Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2. AT&T SWITCHED ETHERNETSM SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint
5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRC) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third-Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched Access Connection MRC

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps	\$231.29	\$231.29	\$446.27	\$270.06	\$287.63	\$270.06	\$270.06
4 Mbps	\$244.29	\$244.29	\$469.17	\$293.02	\$293.02	\$263.64	\$263.64
5 Mbps	\$273.79	\$273.79	\$480.80	\$304.69	\$304.69	\$304.69	\$480.81
8 Mbps	\$316.29	\$316.29	\$619.65	\$319.80	\$347.30	\$386.46	\$386.46

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10 Mbps	\$345.29	\$345.29	\$615.67	\$264.70	\$343.32	\$264.70	\$615.67
20 Mbps	\$402.29	\$402.29	\$624.66	\$305.98	\$386.01	\$305.98	\$624.66
50 Mbps	\$505.96	\$505.96	\$823.57	\$363.10	\$502.08	\$363.10	\$823.57
100 Mbps	\$744.67	\$744.67	\$942.20	\$439.62	\$594.04	\$439.62	\$942.20
150 Mbps	\$880.00	\$880.00	\$1267.86	\$497.13	\$821.43	\$616.46	\$616.46
250 Mbps	\$1021.52	\$1021.52	\$1228.66	\$457.93	\$782.22	\$687.48	\$687.48
400 Mbps	\$1124.00	\$1124.00	\$1372.94	\$517.98	\$703.30	\$589.58	\$1488.06
500 Mbps	\$1166.66	\$1166.66	\$1448.86	\$550.38	\$723.05	\$550.38	\$1448.86
600 Mbps	\$1300.00	\$1300.00	\$1428.38	\$730.65	\$730.65	\$730.65	\$1428.38
1000 Mbps	\$1311.00	\$1311.00	\$1446.59	\$611.28	\$739.04	\$667.44	\$1446.59

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 8 - 14

Port Connection Speed	Price Groups						
	Price Group 8	Price Group 9	Price Group 10	Price Group 11	Price Group 12	Price Group 13	Price Group 14
2 Mbps	\$520.76	\$304.69	\$446.27	\$429.42	\$270.06	\$642.55	\$340.97
4 Mbps	\$520.76	\$304.69	\$469.17	\$427.05	\$293.02	\$642.55	\$356.86
5 Mbps	\$520.76	\$304.69	\$483.80	\$424.65	\$304.69	\$642.55	\$362.88
8 Mbps	\$525.95	\$270.68	\$619.65	\$563.50	\$319.80	\$770.35	\$389.41
10 Mbps	\$525.95	\$270.68	\$621.65	\$559.51	\$278.74	\$770.35	\$455.63
20 Mbps	\$677.69	\$317.95	\$636.62	\$762.24	\$460.41	\$898.15	\$605.01
50 Mbps	\$776.02	\$393.01	\$853.48	\$924.65	\$573.68	\$1093.40	\$927.46
100 Mbps	\$1093.80	\$499.45	\$1002.04	\$1071.36	\$790.59	\$1299.30	\$1020.82
150 Mbps	\$1243.15	\$828.91	\$1267.86	\$1514.94	\$1023.58	\$1686.25	\$1040.43
250 Mbps	\$1433.85	\$828.91	\$1228.66	\$1475.74	\$984.38	\$1686.25	\$1136.00
400 Mbps	\$1676.57	\$828.91	\$1727.39	\$1747.78	\$1186.23	\$1945.40	\$1146.92
500 Mbps	\$1823.26	\$849.54	\$1748.02	\$1708.57	\$1147.02	\$1945.40	\$1152.64
600 Mbps	\$2025.06	\$1089.65	\$1787.37	\$1909.90	\$1348.35	\$2204.55	\$1104.08
1000 Mbps	\$2706.06	\$1265.78	\$2044.93	\$1790.54	\$1228.99	\$2595.05	\$1111.06

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21

Port Connection Speed	Price Groups						
	Price Group 15	Price Group 16	Price Group 17	Price Group 18	Price Group 19	Price Group 20	Price Group 21
2 Mbps	\$567.04	\$254.09	\$304.69	\$270.06	\$378.25	\$270.06	\$270.06
4 Mbps	\$567.04	\$268.37	\$304.69	\$293.02	\$378.25	\$293.02	\$293.02
5 Mbps	\$567.04	\$300.78	\$304.69	\$236.07	\$378.25	\$304.69	\$309.88
8 Mbps	\$708.12	\$347.47	\$452.88	\$319.80	\$392.36	\$319.80	\$377.24
10 Mbps	\$708.12	\$379.33	\$452.88	\$264.70	\$392.36	\$336.67	\$508.37
20 Mbps	\$756.22	\$441.96	\$743.09	\$305.98	\$461.71	\$396.54	\$597.05
50 Mbps	\$839.42	\$555.84	\$1408.18	\$363.10	\$636.73	\$537.93	\$878.04
100 Mbps	\$957.04	\$818.09	\$1835.50	\$439.62	\$766.55	\$635.50	\$1018.18
150 Mbps	\$1276.48	\$966.76	\$2506.14	\$497.13	\$818.30	\$727.23	\$1031.86
250 Mbps	\$1276.48	\$1122.23	\$3881.44	\$457.93	\$818.30	\$718.21	\$1067.24
400 Mbps	\$1276.48	\$1234.82	\$3881.44	\$589.58	\$818.30	\$661.17	\$1058.60
500 Mbps	\$1417.78	\$1281.69	\$4339.89	\$550.38	\$818.30	\$637.12	\$1051.12

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600 Mbps	\$1455.65	\$1428.17	\$6063.51	\$730.65	\$1162.71	\$651.14	\$1069.35
1000 Mbps	\$1622.07	\$1440.25	\$6063.51	\$667.44	\$1162.71	\$757.78	\$1341.80

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 22 - 28							
Port Connection Speed	Price Groups						
	Price Group 22	Price Group 23	Price Group 24	Price Group 25	Price Group 26	Price Group 27	Price Group 28
2 Mbps	\$270.06	\$249.57	\$218.40	\$218.40	\$249.57	\$270.06	\$249.57
4 Mbps	\$293.02	\$263.64	\$300.30	\$300.30	\$263.64	\$263.64	\$294.99
5 Mbps	\$304.69	\$290.73	\$323.70	\$323.70	\$290.73	\$236.07	\$343.03
8 Mbps	\$319.80	\$359.81	\$370.50	\$370.50	\$257.56	\$386.46	\$386.46
10 Mbps	\$313.09	\$385.63	\$390.00	\$390.00	\$257.56	\$236.07	\$389.62
20 Mbps	\$379.91	\$751.42	\$460.20	\$460.20	\$304.43	\$255.15	\$537.38
50 Mbps	\$470.33	\$974.78	\$612.30	\$612.30	\$490.63	\$300.24	\$615.30
100 Mbps	\$558.00	\$1578.76	\$834.60	\$834.60	\$633.05	\$356.21	\$635.91
150 Mbps	\$617.07	\$3635.69	\$975.00	\$975.00	\$640.01	\$616.46	\$812.39
250 Mbps	\$653.65	\$5129.95	\$1119.30	\$1119.30	\$687.48	\$687.48	\$1015.40
400 Mbps	\$643.49	\$5129.95	\$1271.40	\$1271.40	\$687.48	\$458.97	\$1015.40
500 Mbps	\$624.49	\$5791.87	\$1357.20	\$1357.20	\$703.01	\$470.83	\$1015.40
600 Mbps	\$601.74	\$6532.00	\$1501.50	\$1501.50	\$692.33	\$466.82	\$919.64
1000 Mbps	\$577.53	\$7206.50	\$1817.40	\$1817.40	\$779.25	\$527.00	\$919.64

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 29 - 30		
Port Connection Speed	Price Groups	
	Price Group 29	Price Group 30
2 Mbps	\$403.00	N/A
4 Mbps	\$437.36	N/A
5 Mbps	\$440.00	N/A
8 Mbps	\$445.00	N/A
10 Mbps	\$450.00	N/A
20 Mbps	\$550.00	N/A
50 Mbps	\$707.08	N/A
100 Mbps	\$899.73	N/A
150 Mbps	\$982.06	N/A
250 Mbps	\$1200.00	N/A
400 Mbps	\$1369.24	N/A
500 Mbps	\$1403.09	N/A
600 Mbps	\$1800.00	N/A
1000 Mbps	\$1999.00	N/A

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

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PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

5.2.1.2. Third-Party Local Switched Access Mileage MRC

60-month Term - Third Party Local Switched Access Mileage MRCs Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 1000 Mbps	N/A	\$110.05	N/A	\$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Connection MRC

60-month Term - Third Party Local Dedicated Access Connection MRC Price Groups 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps - 50 Mbps	\$315.00	\$885.00	\$885.00	\$1200.00	\$1650.00	\$2050.00	\$2450.00
>50 Mbps - 100 Mbps	\$420.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00
>100 Mbps - 250 Mbps	\$420.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00
>250 Mbps - 500 Mbps	\$478.80	\$1800.00	\$1800.00	\$2750.00	\$3500.00	\$4600.00	\$7000.00
>500 Mbps - 600 Mbps	\$630.00	\$3098.00	\$3098.00	\$4500.00	\$5650.00	\$7200.00	\$7800.00
1000 Mbps	\$120.70	\$3438.00	\$1980.90	\$5500.00	\$6958.33	\$9250.00	\$9576.44
Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.							

5.2.1.4. Third-Party Local Dedicated Access Mileage MRC

60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups								
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	N/A	N/A	\$315.95	\$29.11	\$315.95	\$29.11
>50 Mbps - 100 Mbps	\$277.97	\$9.02	N/A	N/A	\$397.60	\$36.21	\$397.60	\$36.21
>100 Mbps - 250 Mbps	\$277.97	\$11.29	N/A	N/A	\$397.60	\$51.12	\$397.60	\$51.12
>250 Mbps - 500 Mbps	\$518.66	\$16.97	N/A	N/A	\$727.75	\$94.43	\$727.75	\$94.43
>500 Mbps - 600 Mbps	\$822.61	\$24.85	N/A	N/A	\$1121.80	\$203.06	\$1121.80	\$203.06
1000 Mbps	\$1296.11	\$35.00	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61
Applicability of mileage will be determined during address qualification.								
Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location								

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60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups						
Port Connection Speed	Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	N/A	\$61.77	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	N/A	\$66.74	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	N/A	\$69.58	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	N/A	\$98.69	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	N/A	\$139.87	N/A	N/A	N/A	N/A
1000 Mbps	N/A	\$155.49	N/A	N/A	N/A	N/A
Applicability of mileage will be determined during address qualification. Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location						

5.2.1.5. Third-Party Bandwidth MRC

Third-Party Bandwidth MRC — 60-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$50.42	\$51.98	\$54.58	\$57.17	\$59.78
4 Mbps	\$52.38	\$54.00	\$56.70	\$59.40	\$62.10
5 Mbps	\$54.35	\$56.03	\$58.83	\$61.63	\$64.43
8 Mbps	\$55.66	\$57.38	\$60.25	\$63.11	\$65.99
10 Mbps	\$58.93	\$60.75	\$63.79	\$66.83	\$69.86
20 Mbps	\$65.48	\$67.50	\$70.88	\$74.25	\$77.63
50 Mbps	\$104.76	\$108.00	\$113.40	\$118.80	\$124.20
100 Mbps	\$157.14	\$162.00	\$170.10	\$178.20	\$186.30
150 Mbps	\$196.43	\$202.50	\$212.63	\$222.75	\$232.88
250 Mbps	\$229.16	\$236.25	\$248.06	\$259.88	\$271.69
400 Mbps	\$294.64	\$303.75	\$318.94	\$334.13	\$349.31
500 Mbps	\$327.38	\$337.50	\$354.38	\$371.25	\$388.13
600 Mbps	\$392.85	\$405.00	\$425.25	\$445.50	\$465.75
1000 Mbps	\$491.06	\$506.25	\$531.56	\$556.88	\$582.19

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

AT&T MA Reference No. MA1390656UA
AT&T PS Contract ID SDNQ95IOKA

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

5.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND

5.3.1. Monthly Recurring Charges (MRCs)

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

End of Document



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board to approve the Agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for Dental Assisting Pre-Apprenticeship Program August 1, 2024, through December 31, 2027

BACKGROUND




The California Apprenticeship Initiative New and Innovative Grant Program (CAI Program) award selected California community colleges and K-12 local education agencies to create new and innovative apprenticeship opportunities in priority and emerging industry sectors or areas in which apprenticeship training is not fully established or does not exist. Grant award amounts are based on amounts requested in grant applications. Up to \$1,500,000 was allowed for Apprenticeship Program Implementation Grants to \$120,000 for Planning Grants. These investments will support the state in achieving its goal to serve 500,000 apprentices between 2019 and 2029.

CURRENT SITUATION

Last fiscal year, Eden Area ROP applied in a competitive process and has been awarded. The Eden Area ROP was awarded two separate grants within Dental Assisting, a Pre-Apprenticeship for high school students for \$264,937, and an Apprenticeship for adult programs for \$1,102,564. These grants will allow Eden Area ROP to develop a seamless pipeline of Dental Assistants for over 39 industry partners who have committed to hiring an Eden Area ROP Dental Assisting Apprentice. Pre-Apprentices who complete the program in high school will be fast-tracked to employment and readiness to be Registered Dental Assistants.

CONSENT CALENDAR

GRANT AGREEMENT

California Community Colleges Board of Governors - 6870	Non-District (Grantee): Eden Area Regional Occupational Program (ROP)
Division: Workforce and Economic Development Division Project: California Apprenticeship Initiative New and Innovative Grant Program	Total Amount Encumbered: \$264,937.00
<p>This grant is made and entered into by the California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors, and Eden Area ROP hereafter referred to as the Grantee. The purpose of the grant is to establish a Dental Assisting Pre-apprenticeship program that will register 106 pre-apprentices with the Division of Apprenticeship Standards during the grant term targeting the Healthcare sector in the Bay Area region. The grant consists of this Grant Agreement Face Sheet and the Grant Agreement Terms and Conditions.</p> <p>The total amount payable shall not exceed the amount specified above as "Total Amount Encumbered".</p> <p>The term of this grant shall be from August 1, 2024, through December 31, 2027. The last date for grant expenditures is June 30, 2027, as reflected in Exhibit A.</p>	
GRANTEE	
Project Director: Craig Lang	Total Grant Funds Requested: \$264,937.00
Signature, Chief Executive Officer (or Authorized Designee)	
 <u>Blaine C. Torpey</u>	
Date: 10/17/2024	
Print Name/Title of Person Signing: Blaine C. Torpey, Superintendent btorpey@edenrop.org , ph. 510-293-2901	Grantee Address: 26316 Hesperian Blvd Hayward, CA 94545
STATE OF CALIFORNIA	
Project Monitor: Sabrina Aguilar	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.	
 <u>Ren Xu</u>	
Date: 10/16/2024	
Signature, Deputy Chancellor (or Authorized Designee)	
 <u>Wrenna Finche</u>	
Date: 10/28/2024	
Print Name/Title of Person Signing: Wrenna Finche, Vice Chancellor, College Finance and Facilities	

Andrea Reynolds 10/17/2024

STATE OF CALIFORNIA FUNDING										
Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	10103	0001	5670019	6870-4000	5432000	6870-022	43	2022	2022-23	\$264,937.00
TOTAL AMOUNT ENCUMBERED TO DATE: \$264,937.00										

EXHIBIT A

A. SCOPE OF WORK AND PAYMENT PROVISIONS

1. Scope of Work

Grantee shall complete the following tasks:

1. Recruit and register one pre-apprentice during the Grant Agreement for every \$2,500 awarded.
2. Maintain registered apprenticeship program relations throughout the term of the Grant Agreement, including maintaining catalogs of the skills pre-apprentices need to enter apprenticeship programs, maintaining guarantees that pre-apprentices will be automatically considered for apprenticeship programs upon completion of their pre-apprenticeship program, and establishing agreements with additional registered apprenticeship programs that guarantee that pre-apprentices that complete the program will automatically be considered for the apprenticeship program.
3. Create a network of pre-apprentice support services by June 30, 2025, that is accessible and comprehensive. The network should provide academic and nonacademic student support services including, but not limited to, job readiness coaching and career guidance, case management, success coaching, and financial aid, which should remove barriers to entry and completion for any program participants, and ensure pre-apprentices have access to services throughout their pre-apprenticeship term.
4. Finalize pre-apprenticeship instruction program by December 31, 2024, and administer and provide instruction to pre-apprentices throughout the Grant Agreement.
5. By the end of the Grant Agreement, establish a program sustainability plan that describes how the program will maintain funding for the immediate five years following the grant.
6. Consult with the Chancellor's Office staff, as needed, and respond to all staff communications in writing within 48 hours of receipt of communication.
7. Stay updated and informed on California registered apprenticeship and pre-apprenticeship laws, regulations, and relevant program policies.
8. Consult with the Chancellor's Office and prepare and maintain the program's NOVA work plan to guide progress under the Grant Agreement. The first workplan is due 60 days from execution of the Grant Agreement and may be modified as needed, as determined by the parties.
9. Grantee must be subject to a formal site visit(s) at the discretion of the Project Monitor during the period of performance.
10. Monitor and report on work plan deliverables and outcomes every six months as follows:

First report (August 1, 2024, through December 31, 2024)	Due January 31, 2025
Second report (August 1, 2024, through June 30, 2025)	Due July 31, 2025
Third report (August 1, 2024, through December 31, 2025)	Due January 31, 2026
Fourth report (August 1, 2024, through June 30, 2026)	Due July 31, 2026
Fifth report (August 1, 2024, through December 31, 2026)	Due January 31, 2027
Final report (August 1, 2024, through June 30, 2027)	Due July 31, 2027

The Project Monitor may extend the above reporting deadlines at the request of the Grantee. The request must be submitted in writing by the Project Director at least ten (10) business days prior to the due date. Each report must provide financial status, work plan status, and a summary that details achievements, issues, and known risks in respect to the work plan objectives.

The budget for the services outlined above in the scope of work is as follows:

EXHIBIT A

Eden Area ROP Dental Assisting Pre-Apprenticeship to Apprenticeship Program	Fiscal Yr				
Expenditure	2024-25	2025-26	2026-27	Grand Total	
1000 - Instructional Salaries	\$ 36,861	\$ 38,336	\$ 39,870	\$ 115,067	
2000 - Non-Instructional Salaries	\$ 17,162	\$ 17,848	\$ 18,562	\$ 53,572	
3000 - Employee Benefits	\$ 24,311	\$ 25,283	\$ 26,295	\$ 75,889	
4000 - Supplies and Materials	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000	
Indirect Costs	\$ 3,660	\$ 3,801	\$ 3,948	\$ 11,409	
Grand Total	\$ 84,994	\$ 88,268	\$ 91,675	\$ 264,937	

The total payment for the above shall not exceed: \$264,937.

1. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Grantee: Project Director
Name: Sabrina Aguilar	Name: Craig Lang
Phone: 916-323-1268	Phone : 510-293-2905
Address: 1102 Q Street, Sacramento, CA 95811	Address : 26316 Hesperian Blvd Hayward, CA 94545
Email : saguilar@cccco.edu	Email : clang@edenrop.org

2. Grantee's Project Director

Grantee's Project Director is responsible for representing Grantee during the term of the Grant Agreement. The grantee shall notify the Chancellor's Office of any change in the Project Director.

3. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

4. Fund Disbursement

In consideration of the promised services described in the scope of work, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. Payments shall be made as follows:

- 40% upon Chancellor's Office receipt of invoice after execution of the Grant Agreement
- The remaining funds will be disbursed upon receipt of an invoice on a six-month basis. Invoices must be supported by the required NOVA fiscal reports that demonstrate work plan activity progress.

Invoices must be emailed to the accountspayable@cccco.edu email address with a copy to the Project Monitor and apprenticeship@cccco.edu, and must include the following information clearly displayed on all invoices:

- Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.
- Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.

EXHIBIT A

- Grantee's Name. The grantee's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN).
- Payee Address. The phrase "Remit to Address" must precede Grantee's address, which must match the address on the Std. 204 or TIN Form.
- The Chancellor's Office Agreement number.
- The Chancellor's Office Project Monitor.
- Description and date(s) of service(s) rendered.
- Invoice Amount.
- Grantee Contact Information.

5. Travel and Expense Reimbursement

Grantee travel and other expense reimbursement shall be governed by the travel policy and procedures adopted by the Grantee's governing board. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that (1) the travel is related to the scope of work, (2) the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, (3) the request is made by the Grantee, (4) Grantee does not seek or receive any favorable treatment in exchange for paying for travel, (5) travel is arranged and paid for through ordinary Chancellor's Office processes, and (6) the Grant Funds are used to reimburse those costs.

6. Budget Changes

Grantee may make changes to any budget category amounts up to ten (10) percent of the category's line item without approval of the Project Monitor, provided that no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

7. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

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- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

B. SPECIAL TERMS AND CONDITIONS

1. Subcontractors and Subgrantees (This section applies when subcontractors or subgrantees will be used.)

- a. The Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
- b. Subcontractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process and that the selected subcontractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, the Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. The grantee shall immediately notify the Project Monitor in the event that any subcontractor or subgrantee is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, the Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no contract or subgrant shall relieve the Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor or subgrantee.

2. Approval of Publications and Deliverables and Branding

- a. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.
- c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to brand@cccco.edu.

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- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- e. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
- f. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports.

3. Intellectual Property (This section applies if intellectual property is created under the scope of work.)

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed, or produced pursuant to this Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

Subcontracts and Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

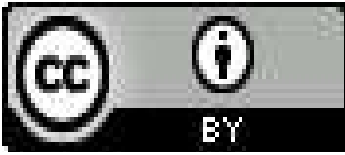
Copyright

All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge the Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow the Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

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Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the scope of work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to Grantee. Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. The grantee may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

4. Prohibition Against Use of Grant Fund for Grant Application

In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Real Property and Equipment (This section only applies if permitted by the funding source.)

Real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the implementing legislation and the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves system wide or regional coordination or technical assistance activities, the disposition of real property or equipment with an

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initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
4. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

6. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, the Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

7. Curriculum Development (This provision only applies to the development of new college curriculum.)

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

8. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

9. Public Hearings

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, the Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

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10. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Grantee may utilize.

11. Time is of the Essence

The timing for delivery of the goods and/or services required by this Grant Agreement is essential to the provision of educational services to the students at the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of the work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.

C. GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Settlement of Disputes

In the event of a dispute, the Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final. The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, it will comply with the standards of conduct hereinafter set out, as

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well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, or its subcontractors and subgrantees will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee, or its subcontractors and subgrantees will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that could result in private gain or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient

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to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

9. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office 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.)
- b. The grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. The grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards: [Revised 508 Standards and 255 Guidelines \(access-board.gov\)](#) and/or the WCAG 2.1 Level AA criteria ([Web Content Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](#)), and guidelines developed by the Chancellor's Office.
- e. The Grantee shall respond and shall require its contractors and subgrantees to respond to and resolve any complaints regarding the accessibility of its products and services as required by this section.
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. The Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

EXHIBIT A

10. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) 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 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 under the Grant will:
 1. Receive a copy of the Grantee's drug-free policy statement; and,
 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

11. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such an event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due to the Grantee under this Grant Agreement, and the balance, if any, shall be paid to the Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

EXHIBIT A

12. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee with advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- b. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

14. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

15. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

16. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

EXHIBIT A

17. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; the venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

18. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

19. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

20. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.











21. Effective Date

The effective date of this agreement is when it is fully executed by all parties.

G1084 Eden Area ROP Pre App Implementation

Created:	10/16/2024
Status:	Signed
Transaction ID:	c78d9a1f-ee2c-4221-a47a-130eaec1325d

"G1084 Eden Area ROP Pre App Implementation" history

-  cpayne@cccco.edu created the document.
10/16/2024 8:37:36 PM GMT
-  Document was emailed to Ran Xu
10/16/2024 8:37:37 PM GMT
-  Ran Xu signed the document.
10/16/2024 8:52:59 PM GMT
-  Document was emailed to btorpey@edenrop.org
10/16/2024 8:53:00 PM GMT
-  btorpey@edenrop.org signed the document.
10/17/2024 9:38:10 PM GMT
-  Document was emailed to Andrea Reynolds
10/17/2024 9:38:11 PM GMT
-  Andrea Reynolds signed the document.
10/17/2024 9:48:27 PM GMT
-  Document was emailed to Wrenna Finche
10/17/2024 9:48:28 PM GMT
-  Wrenna Finche signed the document.
10/28/2024 4:18:33 PM GMT
-  Document was successfully signed and filed
10/28/2024 4:18:34 PM GMT



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board to approve the Agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for an Early Childhood Educator Pre-Apprenticeship Program August 1, 2024, through December 31, 2027

BACKGROUND

The California Apprenticeship Initiative New and Innovative Grant Program (CAI Program) award selected California community colleges and K-12 local education agencies to create new and innovative apprenticeship opportunities in priority and emerging industry sectors or areas in which apprenticeship training is not fully established or does not exist. Grant award amounts are based on amounts requested in grant applications. Up to \$1,500,000 was allowed for Apprenticeship Program Implementation Grants to \$120,000 for Planning Grants. These investments will support the state in achieving its goal to serve 500,000 apprentices between 2019 and 2029.

CURRENT SITUATION

Last fiscal year, Eden Area ROP applied through a competitive process and has been awarded. The Eden Area ROP was awarded two separate grants within Dental Assisting, a Pre-Apprenticeship for high school students for \$264,937, and an Apprenticeship for adult programs for \$1,102,564. For Careers in Education, the Eden Area ROP was awarded Pre-Apprenticeship for high school students for \$184,897.

CONSENT CALENDAR

GRANT AGREEMENT

California Community Colleges Board of Governors - 6870	Non-District (Grantee): Eden Area Regional Occupational Program (ROP) Center
Division: Workforce and Economic Development Division Project: California Apprenticeship Initiative New and Innovative Grant Program	Total Amount Encumbered: \$184,897.00
<p>This grant was made and entered into by the California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors, and Eden Area ROP Center hereafter referred to as the Grantee. The purpose of the grant is to establish an Early Childhood Educator Pre-apprenticeship program that will register 74 pre-apprentices with the Division of Apprenticeship Standards during the grant term targeting the Education & Social Services sector in the Bay Area region. The grant consists of this Grant Agreement Face Sheet and the Grant Agreement Terms and Conditions.</p> <p>The total amount payable shall not exceed the amount specified above as "Total Amount Encumbered".</p> <p>The term of this grant shall be from August 1, 2024, through December 31, 2027. The last day for grant expenditures is June 30, 2027, as reflected in Exhibit A</p>	
GRANTEE	
Project Director: Blaine C. Torpey	Total Grant Funds Requested: \$184,897.00
Signature, Chief Executive Officer (or Authorized Designee)	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; align-items: center;"> <i>Blaine C. Torpey</i> </div> <div style="text-align: right;"> Date: 10/01/2024 </div> </div>	
Print Name/Title of Person Signing: Blaine C. Torpey, Superintendent btorpey@edenrop.org , ph. 510-293-2901	Grantee Address: 26316 Hesperian Blvd Hayward, CA 94545
STATE OF CALIFORNIA	
Project Monitor: Dalbir Singh	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; align-items: center;"> <i>Ran Xu</i> </div> <div style="text-align: right;"> Date: 09/26/2024 </div> </div>	
Signature, Deputy Chancellor (or Authorized Designee)	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; align-items: center;"> <i>Wrenna Finche</i> </div> <div style="text-align: right;"> Date: 10/01/2024 </div> </div>	
Print Name/Title of Person Signing: Wrenna Finche, Vice Chancellor, College Finance and Facilities	

Andrea Reynolds 10/01/2024

STATE OF CALIFORNIA FUNDING										
Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	10103	0001	5670019	6870-4000	5432000	6870-022	43	2022	2022-23	\$184,897.00
TOTAL AMOUNT ENCUMBERED TO DATE: \$184,897.00										

EXHIBIT A

A. SCOPE OF WORK AND PAYMENT PROVISIONS

1. Scope of Work

Grantee shall complete the following tasks:

1. Recruit and register one pre-apprentice during the Grant Agreement for every \$2,500 awarded.
2. Maintain registered apprenticeship program relations throughout the term of the Grant Agreement, including maintaining catalogs of the skills pre-apprentices need to enter apprenticeship programs, maintaining guarantees that pre-apprentices will be automatically considered for apprenticeship programs upon completion of their pre-apprenticeship program, and establishing agreements with additional registered apprenticeship programs that guarantee that pre-apprentices that complete the program will automatically be considered for the apprenticeship program.
3. Create a network of pre-apprentice support services by June 30, 2025, that is accessible and comprehensive. The network should provide academic and nonacademic student support services including, but not limited to, job readiness coaching and career guidance, case management, success coaching, and financial aid, which should remove barriers to entry and completion for any program participants, and ensure pre-apprentices have access to services throughout their pre-apprenticeship term.
4. Finalize pre-apprenticeship instruction program by December 31, 2024, and administer and provide instruction to pre-apprentices throughout the Grant Agreement.
5. By the end of the Grant Agreement, establish a program sustainability plan that describes how the program will maintain funding for the immediate five years following the grant.
6. Consult with the Chancellor's Office staff, as needed, and respond to all staff communications in writing within 48 hours of receipt of communication.
7. Stay updated and informed on California registered apprenticeship and pre-apprenticeship laws, regulations, and relevant program policies.
8. Consult with the Chancellor's Office and prepare and maintain the program's NOVA work plan to guide progress under the Grant Agreement. The first workplan is due 60 days from execution of the Grant Agreement and may be modified as needed, as determined by the parties.
9. Grantee must be subject to a formal site visit(s) at the discretion of the Project Monitor during the period of performance.
10. Monitor and report on work plan deliverables and outcomes every six months as follows:

First report (August 1, 2024, through December 31, 2024)	Due January 31, 2025
Second report (August 1, 2024, through June 30, 2025)	Due July 31, 2025
Third report (August 1, 2024, through December 31, 2025)	Due January 31, 2026
Fourth report (August 1, 2024, through June 30, 2026)	Due July 31, 2026
Fifth report (August 1, 2024, through December 31, 2026)	Due January 31, 2027
Final report (August 1, 2024, through June 30, 2027)	Due July 31, 2027

The Project Monitor may extend the above reporting deadlines at the request of the Grantee. The request must be submitted in writing by the Project Director at least ten (10) business days prior to the due date. Each report must provide financial status, work plan status, and a summary that details achievements, issues, and known risks in respect to the work plan objectives.

EXHIBIT A

The budget for the services outlined above in the scope of work is as follows:

Eden Area ROP Early Childhood Educators	FY				
Pre-Apprenticeship to Apprenticeship Pipeline Expenditure:	2024-25	2025-26	2026-27	Grand Total	
1000 - Instructional Salaries	\$ 22,044	\$ 26,926	\$ 27,843	\$ 76,813	
2000 - Non-Instructional Salaries	\$ 13,732	\$ 14,281	\$ 14,853	\$ 42,866	
3000 - Employee Benefits	\$ 16,100	\$ 17,744	\$ 18,411	\$ 52,255	
5000 - Other Operating Expenses and Services	\$ 5,000			\$ 5,000	
Indirect Costs	\$ 2,559	\$ 2,654	\$ 2,750	\$ 7,963	
Grand Total	\$ 59,435	\$ 61,605	\$ 63,857	\$ 184,897	

The total payment for the above shall not exceed: \$184,897

1. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Grantee: Project Director
Name: Dalbir Singh	Name: Craig Lang
Phone: 916-323-5863	Phone : 510-293-2905
Address: 1102 Q Street, Sacramento, CA 95811	Address : 26316 Hesperian Blvd Hayward, CA 94545
Email : dsingh@cccco.edu	Email : clang@edenrop.org

2. Grantee's Project Director

Grantee's Project Director is responsible for representing Grantee during the term of the Grant Agreement. The grantee shall notify the Chancellor's Office of any change in the Project Director.

3. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

4. Fund Disbursement

In consideration of the promised services described in the scope of work, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. Payments shall be made as follows:

- 40% upon Chancellor's Office receipt of invoice after execution of the Grant Agreement
- The remaining funds will be disbursed upon receipt of an invoice on a six-month basis. Invoices must be supported by the required NOVA fiscal reports that demonstrate work plan activity progress.

Invoices must be emailed to the accounts payable@cccco.edu email address with a copy to the Project Monitor and apprenticeship@cccco.edu, and must include the following information clearly displayed on all invoices:

- Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.

EXHIBIT A

- Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.
- Grantee's Name. The grantee's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN).
- Payee Address. The phrase "Remit to Address" must precede Grantee's address, which must match the address on the Std. 204 or TIN Form.
- The Chancellor's Office Agreement number.
- The Chancellor's Office Project Monitor.
- Description and date(s) of service(s) rendered.
- Invoice Amount.
- Grantee Contact Information.

5. Travel and Expense Reimbursement

Grantee travel and other expense reimbursement shall be governed by the travel policy and procedures adopted by the Grantee's governing board. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that (1) the travel is related to the scope of work, (2) the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, (3) the request is made by the Grantee, (4) Grantee does not seek or receive any favorable treatment in exchange for paying for travel, (5) travel is arranged and paid for through ordinary Chancellor's Office processes, and (6) the Grant Funds are used to reimburse those costs.

6. Budget Changes

Grantee may make changes to any budget category amounts up to ten (10) percent of the category's line item without approval of the Project Monitor, provided that no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

7. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

EXHIBIT A

- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

B. SPECIAL TERMS AND CONDITIONS

1. Subcontractors and Subgrantees (This section applies when subcontractors or subgrantees will be used.)

- a. The Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
- b. Subcontractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process and that the selected subcontractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, the Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. The grantee shall immediately notify the Project Monitor in the event that any subcontractor or subgrantee is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, the Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no contract or subgrant shall relieve the Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any monies to any subcontractor or subgrantee.

2. Approval of Publications and Deliverables and Branding

- a. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.
- c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to brand@cccco.edu.

EXHIBIT A

- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
 - e. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
 - f. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports.
- 3. Intellectual Property (This section applies if intellectual property will be created under the scope of work.)**

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed, or produced pursuant to this Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

Subcontracts and Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

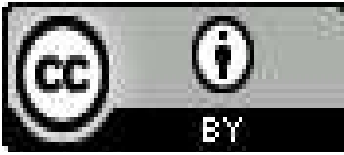
Copyright

All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge the Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow the Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.

EXHIBIT A



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the scope of work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to Grantee. Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. The grantee may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

4. Prohibition Against Use of Grant Fund for Grant Application

In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Real Property and Equipment (This section only applies if permitted by the funding source.)

Real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the implementing legislation and the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves system wide or regional coordination or technical assistance activities, the disposition of real property or equipment with an

EXHIBIT A

initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
4. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

6. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, the Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

7. Curriculum Development (This provision only applies to the development of new college curriculum.)

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

8. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

9. Public Hearings

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, the Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

EXHIBIT A

10. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Grantee may utilize.

11. Time is of the Essence

The timing for delivery of the goods and/or services required by this Grant Agreement is essential to the provision of educational services to the students at the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of the work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.

C. GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Settlement of Disputes

In the event of a dispute, the Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final. The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, it will comply with the standards of conduct hereinafter set out, as

EXHIBIT A

well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, or its subcontractors and subgrantees will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee, or its subcontractors and subgrantees will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that could result in private gain or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient

EXHIBIT A

to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

9. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office 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.)
- b. The grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. The grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards: [Revised 508 Standards and 255 Guidelines \(access-board.gov\)](#) and/or the WCAG 2.1 Level AA criteria ([Web Content Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](#)), and guidelines developed by the Chancellor's Office.
- e. The Grantee shall respond and shall require its contractors and subgrantees to respond to and resolve any complaints regarding the accessibility of its products and services as required by this section.
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. The Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

EXHIBIT A

10. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) 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 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 under the Grant will:
 1. Receive a copy of the Grantee's drug-free policy statement; and,
 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

11. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such an event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due to the Grantee under this Grant Agreement, and the balance, if any, shall be paid to the Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

EXHIBIT A

12. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee with advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- b. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

14. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

15. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

16. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

EXHIBIT A

17. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; the venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

18. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

19. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

20. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

21. Effective Date

The effective date of this agreement is when it is fully executed by all parties.

G1085 Eden Area ROP ECE Pre-Apprenticeship Implementation

Created:

Status:


Transaction ID:


09/26/2024


Signed


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"G1085 Eden Area ROP ECE Pre-Apprenticeship Implementation" history


- 


cpayne@cccco.edu created the document.
09/26/2024 3:53:26 PM GMT
- 


Document was emailed to Ran Xu
09/26/2024 3:53:27 PM GMT
- 


Ran Xu signed the document.
09/26/2024 3:54:14 PM GMT
- 

Document was emailed to btorpey@edenrop.org
09/26/2024 3:54:15 PM GMT
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btorpey@edenrop.org signed the document.
10/01/2024 3:29:08 PM GMT
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Document was emailed to Andrea Reynolds
10/01/2024 3:29:09 PM GMT
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Andrea Reynolds signed the document.
10/01/2024 3:51:13 PM GMT
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Document was emailed to Wrenna Finche
10/01/2024 3:51:14 PM GMT
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Wrenna Finche signed the document.
10/01/2024 4:11:02 PM GMT

✓ Document was successfully signed and filed
10/01/2024 4:11:03 PM GMT



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Amended Agreement with Donald Orlando for Welding Maintenance Services for the 2024-2025 School Year

BACKGROUND

Donald Orlando is the owner of De La Luz Welding in Hayward, CA. The Eden Area ROP has contracted Donald Orlando to do necessary repairs and maintenance on the Eden Area ROP's welding shop machines and equipment.

CURRENT SITUATION

The agreement with Donald Orlando for welding maintenance services was approved by the Governing Board on October 4, 2024 under Action Item G.

The attached is the amended agreement between Donald Orlando and the Eden Area ROP from September 1, 2024 through June 30, 2025.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2024-2025

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Don Orlando (the "Service Provider") between September 1, 2024 through June 30, 2025

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
 - a. Assessment and repair of welding shop machines and equipment

Term of Agreement

- 2. The term of this Agreement will begin on September 1, 2024, and will remain in full force and effect until June 30, 2025, and not to exceed fifteen (15) total hours 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. Eden Area ROP will pay a fee to Don Orlando for the Services based on \$50.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed. The agreement is not to exceed a total of \$750 unless another agreement or addendum is submitted for board approval.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of work accomplished.

Confidentiality

6. 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

7. 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

8. 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.
9. 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

10. 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

11. 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

12. 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

13. 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

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

Costs and Legal Expenses

15. 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

16. 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

17. 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

18. 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

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Don Orlando, Service Provider

Date

Manuschka Michaud, Eden Area ROP
Principal

Date



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Jayne Salinger for Work-Based Learning Support for the 2024-2025 School Year

BACKGROUND

The Eden Area ROP Educational Services Department is responsible for providing support and outreach to all member districts students, parents, business partners, Career Technical Education (CTE) instructors, case managers, counselors, and administrators. Jayne Salinger is a former Eden Area ROP Work-Based Learning Specialist who has expertise in supporting Educational Services initiatives.

CURRENT SITUATION

During the Eden Area ROP's Educational Services Department transition, the department will benefit from the added support for the Work-Based Learning Team. Ms. Salinger's primary focus will be to support the ongoing development of the Work-Based Learning team, consulting for Fall Advisory meetings and business partner engagement as needed.

The attached is a copy of the agreement between Jayne Salinger and the Eden Area ROP to provide work-based learning support for the 2024-2025 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2024-2025

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Jayne Salinger (the "Service Provider") between October 1, 2024, through May 31, 2025

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.
- C. Jayne Salinger has a background in work-based learning and is willing to provide services to Eden Area ROP based on this background.

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 but not limited to the following:
 - Work Based Learning Program Advising
 - Fall Advisory Consulting
 - Business Partner Engagement as needed
 - Systems Development and Organizational Support

Term of Agreement

- 2. The term of this Agreement will be from October 1, 2024, and will remain in full force and effect until May 31, 2025, and not to exceed 50 total hours/\$3750.00, 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. Eden Area ROP will pay a fee to Jayne Salinger for the Services based on \$75.00 per hour. This fee shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider must submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

Confidentiality

6. 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

7. 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

8. 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.
9. 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

10. 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

11. 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

12. 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

13. 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

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

Costs and Legal Expenses

15. 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

16. 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

17. 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

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

Indemnification

19. The Service Provider agrees to hold harmless and indemnify Eden Area ROP and its Governing Board, officers, agents, and employees from any and all claims and losses accruing or resulting against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

20. 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

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Jayne Salinger, Service Provider

Date



Blaine Torpey, Superintendent
Eden Area ROP

10/03/24
Date

INFORMATION ITEMS



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mark Rizkallah, Assistant Principal-Pathway
SUBJECT: ROP Pathway Review- Emergency Response

BACKGROUND

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

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

CURRENT SITUATION

The Emergency Response pathway is under the Public Services sector. The Emergency Response pathway encompasses standards for designing student coursework in preparation for a number of careers in this field. The standards provide the foundation for further professional education and training at a postsecondary level, leading to certification and employment. By mastering these standards, students gain critical knowledge and skills through classroom and job-site experiences, simulations, and other learning modalities. Careers in this pathway include those in fire services, emergency medical services, wildland services, and emergency management.

The attached pathway review is for the following program(s):
First Responder (Fire Science/EMT) IP/IIP.

RECOMMENDATION

Information only

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	Eden Area ROP												
PATHWAY:	Emergency Response		INSTRUCTOR(S):	Capt. John Peters											
Course Name		Enrollment as of 23-24 Year to Date	Enrollment as of 22-23 Year to Date	Enrollment as of 21-22 Year to Date											
First Responder (Fire Science/EMT) IP		40	36	35											
First Responder (Fire Science/EMT) IIP		8	9	14											
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 															
Textbook: Essentials of Fire Fighting			Edition: 7th												
NO.	YES	NO													
1.	X		ENROLLMENT – Course meets current or future labor market news. <table border="1"> <tr> <td>CLASS SCHEDULE: AM/PM</td> <td>SECTIONS PER YEAR:</td> <td>MINS PER SECTION:</td> <td colspan="2">EXPECTED MINIMUM STUDENTS PER SECTION:</td> </tr> <tr> <td>2 (Center)</td> <td>2 (Center)</td> <td>3hrs Center</td> <td colspan="2">25+</td> </tr> </table>			CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:		2 (Center)	2 (Center)	3hrs Center	25+	
CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:												
2 (Center)	2 (Center)	3hrs Center	25+												
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.												
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.												
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.												
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.												
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.												
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.												
8.	X		WORK BASED LEARNING – Course incorporates Work-Based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)												
9.	X		COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)												
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.												
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.												
OTHER CONSIDERATIONS:															
<input checked="" type="checkbox"/> A-G Credit for UC/CSU			<input checked="" type="checkbox"/> State and National Licensing or Certification												
<input type="checkbox"/> Community College Articulation			<input checked="" type="checkbox"/> Strong Business or Industry Partnership												
<input checked="" type="checkbox"/> Dual Enrollment			<input checked="" 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: November 3, 2022
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Recognition of the Eden Area ROP Teacher of the Year

BACKGROUND

Each year, ACOE hosts an elegant and inspiring ceremony to honor a Teacher of the Year from every district and Regional Occupational Program (ROP). The Eden Area ROP proudly participates in this event, providing an opportunity to recognize outstanding educators for their contributions.

CURRENT SITUATION

The 2024 Teacher of the Year for the Eden Area ROP is Captain John Peters, who teaches First Responder (Fire Science/EMT) at the Eden Area ROP Center. Captain Peters has demonstrated exceptional dedication to both his students and colleagues, along with a strong commitment to public education.

A brief video clip honoring Captain Peters, provided by ACOE, was featured during the Teacher of the Year event and will be presented at tonight's meeting.

RECOMMENDATION

Information only



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mark Rizkallah, Assistant Principal-Pathways
SUBJECT: Business Partners of the Year

BACKGROUND

The Eden Area ROP and school district programs are supported by our local business community in many ways. To honor those business members who have supported our programs and have contributed above and beyond during the school year, we honor our Business Partners of the Year. Business Partners of the Year will be honored during our November Governing Board meeting.

CURRENT SITUATION

This year, the Eden Area ROP and our four partner school districts selected a total of twelve Business Partners of the Year. These award winners have demonstrated a commitment to our students, staff, and programs by sharing their industry expertise, time, and talents. They were honored at the Eden Area ROP Business Partners of the Year Awards Recognition Brunch on October 10, 2024, held at the Cherryland Community Center.

The following list of individuals are the 2024 Eden Area ROP's Business Partners of the Year:

NAME	COMPANY	NOMINATOR
Leonard Nieto	Envision Construction & Design Inc	Eden Area ROP
Leah Cambra	EPIC Care, San Leandro	Eden Area ROP
Michelle Garcia	EPIC Care, San Leandro	Eden Area ROP
Tyler Waespi	East Bay Regional Parks	Castro Valley USD
Lauren Neves	10X Genomics	Castro Valley USD
Heather Johnson	1856 Productions	Hayward USD
Bryon Pointer	1856 Productions	Hayward USD
Andrew Treydte	Tesla	Hayward USD
Rey Godoy	Second Mortgage Films LLC	San Lorenzo USD
Simeon Diaz	Boys and Girls Club of San Leandro	San Lorenzo USD
John Bridgwater	Doral's Auto Repair	San Leandro USD
Joliah James	Health PATH, Alameda Health System	San Leandro USD
Josselin Lopez Martinez	Health PATH, Alameda Health System	San Leandro USD

RECOMMENDATION

Information only

DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mark Rizkallah, Assistant Principal-Pathways
SUBJECT: Advanced Manufacturing Day

BACKGROUND

Advanced Manufacturing Day is an annual event that highlights the importance of modern manufacturing, and the skills required for advanced manufacturing careers. Advanced Manufacturing Day encourages companies and educational institutions to open their doors to students, parents, teachers, and community leaders. The goal is to demonstrate that manufacturing involves advanced technologies and tools, creativity, innovation, teamwork, and technical skills. Eden Area ROP's Advanced Manufacturing Day has involved industry tours for students in the morning followed by a series of presentations at Chabot College showcasing their manufacturing programs/facilities.

CURRENT SITUATION

This year, Eden Area ROP's Work-Based Learning team coordinated 11 different industry tours in the morning and partnered with Chabot College to host a speaker panel of 7 industry professionals/Chabot students and tours of 10 different Chabot programs. The Work-Based Learning team was not only able to support our 4 partner districts with industry tours but also offered 2 industry tours to 2nd year students in Advanced Manufacturing pathways at Eden Area ROP.

The following is a list of businesses that hosted industry tours for partner districts and the Eden Area ROP:

- RefleXion Medical
- Scandic Springs
- Casa Sanchez Foods
- CHawk Technologies
- Veev
- Tesla
- Energy Recovery
- Torani
- Urban Bloc
- ACCO Engineered Systems
- Hester Fabrication

RECOMMENDATION

Information only



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Eden Area ROP Car Show

BACKGROUND

A successful car show is a well-orchestrated event that requires detailed preparation, effective promotion, and efficient execution. Car shows attract car enthusiasts, but they also promote fundraising through community building with sponsors, vendors, and entertainment.

CURRENT SITUATION

The Eden Area ROP held its first annual car show on Saturday, September 28, 2024. The purpose was to help raise funds for students who will be participating in Career and Technical Student Organizations (CTSOs). Parents, friends, family members, and members of the community came to view the cars on display. Instructors set up booths to showcase the Eden Area ROP programs, and they hosted local food and merchandise vendors. The Hayward Police Department, and the Alameda County Fire Department, supported the event by providing activities for this community event.

RECOMMENDATION

Information only

DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs & Apprenticeships
SUBJECT: Out of State Conference: Orbund Training

BACKGROUND

Orbund is the system used by the Adult Programs Department to run and manage all its course offerings for multiple sites and on-line course work. Through Orbund's Student Management System (SMS) and Learning Management System (LMS), Adult Programs utilizes the system to allow online enrollment and payment, utilize hybrid instruction and assessments, track student grades and attendance, and archive student documents and transcripts. The need to update and utilize the growing toolbox of the Orbund system is necessary to keep up with the growing needs of adult programs and apprenticeships.

The Adult Programs Department is informing the Board about their attendance at an out of state conference. The funding model for Adult Programs is fee-based, with all expenses directly supported by that model.

CURRENT SITUATION

Orbund did not host a training last year. With new tools and functions yet to be learned and utilized, attending the scheduled training sessions in person will be beneficial, particularly for addressing challenges experienced by end users. These sessions are tailored for instructors, administrative support staff, and administration.

For the 2024-2025 fiscal year, Orbund is holding its conference from February 19-20, 2025, at the Hilton Dorado Del Mar Beach Resort in Puerto Rico. The Adult Programs Department plans to send two classified and two certificated staff members to the training.

RECOMMENDATION

Information only



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Facilities Evaluation

BACKGROUND

Eden Area Regional Occupational Program (Eden Area ROP) facilities are leased from the Hayward Unified School District (HUSD) and were originally constructed in 1960. Eden Area ROP has made significant investments in the property to ensure that students and staff have appropriate facilities for working, teaching and learning.

To address concerns about long term facility needs, Eden Area ROP engaged with HUSD to receive the results of a Facilities Evaluation conducted in Spring of 2023. The purpose of this assessment is to begin to build a prioritized plan should facilities funding become available to Eden Area ROP.

CURRENT SITUATION

In Spring of 2023, a Facilities Assessment was conducted at the Eden Area ROP Center as part of an HUSD district-wide facilities improvement effort. Once the final report was released, Eden Area ROP received a copy.

Attached is the Facilities Assessment and a summary of the findings. The purpose of this item is to inform the Eden Area ROP Board and to solicit input from the members.

RECOMMENDATION

Information only

EdenAreaROP **EAROP Facilities Update**

EAROP Facilities are almost 60 years old. There is a need to update and modernize our campus. Some of the more critical projects will trigger other projects such as ADA compliance. ADA compliance is important and potentially very expensive which makes planning a prioritized approach difficult.

As an ROP, we are not able to utilize any unilateral bond mechanisms. We have worked to identify historical facilities spending, participate in a facilities assessment, secure more funding for our Facilities Reserves, and work to be prepared for a potential state school facilities bond.

In collaboration with HUSD, we have been working on a plan.

Steps	Information
Identify long term investments	<ul style="list-style-type: none"> • EAROP Facilities Fund • Proposition 2
Provide documentation of EAROP funding of facilities projects	<ul style="list-style-type: none"> • In the last five years, EAROP has invested \$841,000 in the facilities • Six years ago, EAROP invested \$1.5 million in a new roof and HVAC systems
EAROP Allocate specific amount and funds to facilities annually	<ul style="list-style-type: none"> • EAROP Facilities Fund, Fund 40 • Per the Board, increased Fund 40
Update Rental Agreement	<ul style="list-style-type: none"> • Add roles and responsibilities • Support from HUSD • Responsibilities of EAROP
Collaborate with HUSD to complete Facilities Assessment	<ul style="list-style-type: none"> • Assessment conducted May 2023
Develop EAROP Facilities Master Plan	<ul style="list-style-type: none"> • Assessment will guide this • May need to hire a consultant for support

In May 2023, a facilities assessment was conducted in conjunction with HUSD. Below are the findings:

Facilities Assessment Findings

Area	Status
General	<ul style="list-style-type: none"> • Parking and Asphalt in poor condition • Landscape and irrigation in good condition • Chain link fence and sidewalks are adequate
Accessibility	<ul style="list-style-type: none"> • Needs extensive ADA upgrades • Parking, Path of Travel • Signage • Exterior and Interior doors in reasonable condition • ADA room signage is not provided • Need exterior drinking fountains • Staff toilets are ADA compliant with few exceptions • Student toilets are not ADA compliant
Roofing	<ul style="list-style-type: none"> • Varied • F Wing Issues • C Wing Good Condition
A Building	<ul style="list-style-type: none"> • Exterior in reasonable condition • Exterior windows and doors are dated • Interior offices in reasonable condition • Lay-in ceiling tiles need to be replaced
C Building	<ul style="list-style-type: none"> • Exterior wood and windows in poor condition • Interior in reasonable condition
F, G and H Buildings	<ul style="list-style-type: none"> • Stucco in good condition • Many areas of damaged metal siding • Doors and windows in poor condition • Interior shops in reasonable condition
Relocatable B and C	<ul style="list-style-type: none"> • Relocatable portables all outdated and have outlived their life expectancy
Mechanical, Electrical, Plumbing and Fire Alarm	<ul style="list-style-type: none"> • Mechanical systems in good condition • AC units have been replaced in last five years • First Responders unit heater not operational • Water, sanitary and gas systems are functional • Replace C building plumbing fixtures to meet code • Lighting throughout is beyond end of life • Electrical systems are beyond end of life

	<ul style="list-style-type: none"> • Electrical conduits on roof should be checked for wire insulation integrity • Fire alarm systems are end of life • Main fire alarm system is new and beginning of life cycle
--	--

Four Point Scale:

Safety and Security	1.4
System Equity	2.0
Technological Enhancements	1.0
Community Enhancement	2.1
Overall Average Rating	1.8

HAYWARD UNIFIED SCHOOL DISTRICT**Total Project Cost Estimate**

Planning Cost Study
 26316 Hesperian Blvd

Cost for Repairs to Leaseable Condition

Year of original construction: 1960
 Age of School: 63
 Date of Estimate: 10/2/2023

Total No. of Classrooms: 33
 No. of Permanent Classrooms: 29
 No. of Existing Portables: 4
 Total Bldg Sq. Ft.: 84,339
 Sq. Ft. of Permanent Bldgs: 78,099
 Site Acreage: 15.52
 Useable Site Sq. Ft.: 591,712

Scope of Work	Qty Sq Ft	Cost		Total Cost	Cost Per Sq Ft
1 Building Repairs	78,099	\$7,238,921		\$7,238,921	\$93
2 Site Repairs	676,051	\$2,500,097		\$2,500,097	\$4
3 Demolish Portables	6,240	\$815,330		\$815,330	\$131
4 Total Project Cost Estimate	84,339	\$10,554,348		\$10,554,348	\$125

Implementation Timeline:

* Prepare Constr Docs	6 months
* DSA Approval	4 months
* Bid Process	2 months
* Construction	16 months
* Close-out	1 month

Notes:

- 1 Above figures are Total Project Costs
- 2 See backup sheets for further detail of recommended scope of work and markups
- 3 Cost escalation is included, above figures are in 2025 dollars (6% per year)
- 4 Total Building Sq. Ft. includes permanent and portable buildings
- 5 Cost and timeline assume all scope will be done in one phase

SITE DATA



SITE DATA (EXISTING)

- Original Construction: 1960
- Site Acreage: 15.52
- Total Classrooms: 33
 - Permanent Classrooms: 29
 - Portable Classrooms: 4
- Assessment Rating: 1.8

26316 Hesperian Boulevard

Safety and Security	1.4
System Equity	2.0
Technological Enhancements	1.0
Community Enhancement	2.1
Overall Average Rating	1.8

FACILITIES ASSESSMENT

ASSESSMENT NARRATIVE

This campus is a high school ROP facility serving approximately 300 students in the morning and afternoon. The curriculum includes multiple technical programs and an adult education center. These programs are housed in the following buildings:

The original 1962 elementary school, 'C' wing which primarily includes the adult education center. A relocatable classroom is also included in this wing.

The administration building, 'A', was built in 1964. Building 'B' includes four "general services" relocatable classrooms.

Buildings 'F', 'G', and 'H' are shops that include automobile technology, construction technology, metal shop, electrical shop, culinary services with warming kitchen, first responder programs, and medical labs and classrooms.

General Site:

The student/ staff parking and various asphalt areas serving the shop areas are in poor condition with significant cracking, fading striping. There are several asphalt areas throughout the campus that service the shops that are in similar condition. The landscaping and irrigation, however, is in good condition since the site provides regular maintenance. The chain link perimeter fencing and concrete walkways are adequate.

Accessibility:

Overall, this campus needs extensive ADA upgrades. The student/staff parking stalls are not ADA compliant nor is there an adequate path of travel throughout the campus. Directional and building signage is also not typically provided. Exterior and interior doors and hardware are in reasonable condition, but ADA room signage is not provided. Exterior drinking fountains need to be provided. ADA sinks are not provided in the classrooms. The staff toilets in the various buildings are ADA compliant with a few exceptions, but the student toilets are not ADA compliant.

Overall Site roofing system:

A roofing contractor was hired to repair all the single ply roofs and the composition shingles on the 'C' wing approximately four years ago. There are several instances, however, where the repair was inadequate and many leaks remain, especially in the 'F' wing. The composition shingle roofing on the gable roof at 'C' wing has been replaced and is in good condition. The metal flashing and gutter systems also appear to be replaced at that time.

Administration 'A'

The exterior finishes are predominantly wood siding with stucco veneer and brick veneer at the entrance and are in reasonable condition. Though the entry doors are newer aluminum doors, the typical exterior window and door/hardware systems are dated. The interior office finishes have been updated from the original construction and in reasonable condition, but the lay-in ceiling tiles need replacing.

Adult Education Center 'C'

The adult education center is housed in the original 1962 elementary school, the oldest building on site. The center includes, but not limited to, general offices, dental classrooms, business classes, criminal justice class, electrical class, cyber security classrooms, and other trade programs. The exterior wood siding and window systems are in very poor condition, most with the original wood sills. The classes are accessed either from an exterior covered walk or an interior corridor. The interior finishes, though older, are in reasonable condition.

Shop buildings ‘F’, ‘G’, and ‘H’

The exteriors are primarily standing seam metal siding with some stucco. The stucco is in good condition, however there are many locations of the metal siding that are damaged from vehicular traffic adjacent to the shop areas. The door and window systems are older and in poor condition. The interior shop finishes are typically acoustical panels between exposed concrete beams and walls and in reasonable condition. The shops are exposed concrete floors, though, one of the shops does have an encapsulated asbestos floor. The shop classrooms, medical labs and classrooms, and the culinary classroom have updated carpet tile flooring and laminate cabinets.

General Services- building ‘B’ and one relocatable in ‘C’

These relocatable buildings include security offices, a computer classroom, a special education classroom, and a classroom currently being used as a COVID testing room. These are all outdated and have outlived their life expectancy.

Mechanical, Electrical, Plumbing, and Fire Alarm

The mechanical systems on this campus are in good condition. Most of the AC units have been replaced in the past 5 years. The only exception is the unit heaters at building H First Responders room. According to the staff, these unit heaters have stopped working for years. One of the unit heaters has the flue disconnected. Maintenance is required to make sure these unit heaters are all functional; replace/repair as necessary.

The water, sanitary, and gas systems are all functional. Most plumbing fixtures are in decent condition except for building C. The plumbing fixtures there seem to be original to the building when it was constructed. These plumbing fixtures at building C shall be replaced with new fixtures that meet the current code requirements.

The lighting throughout is all fluorescent and is beyond end of life and should be replaced and updated with new lighting controls. Electrical systems throughout are beyond the end of life and should also be replaced. All electrical conduits that are roof mounted should be checked for wire insulation integrity. The conduits that sit in the sun for multiple decades are subject to wire insulation degradation.

Fire alarm systems throughout the campus are at the end of life. The main fire alarm panel in the office is new and is at the beginning of its life cycle.

The following MEP and FA assessment is based on the following evaluation criteria:

- 1 - Beyond component life cycle. Needs immediate modernization
- 2 - Reached component life. Need replacement as soon as it can be scheduled.
- 3 - Within remaining component life cycle. Replacement plan should be developed.
- 4 - Start of component life cycle. Place on a future replacement/modernization schedule.

BLDG.	MECH	PLBG	ELEC	FA
A	4	3	1	4
B	3	4	1	1
C	4	1	1	1
F	4	3	1	1
G	4	4	1	1
H	2	4	1	1

Current Facilities Agreements

HUSD is currently leasing this site to the Eden Area Regional Occupational Program. Their lease began July 1st, 2020 for a ten year period. Their current lease will expire on June 30th, 2030.

EXISTING CONDITIONS



SITE PLAN



9/19/2023

Existing Campus Plan

Haywood Unified School District
26316 Hesperian Boulevard



COST ESTIMATE

HAYWARD UNIFIED SCHOOL DISTRICT

Planning Cost Study
26316 Hesperian Blvd
Cost for Repairs to Leaseable Condition
Year of original construction: 1960
Age of School: 63
Date of Estimate: 10/2/2023

Total Project Cost Estimate

Total No. of Classrooms: 33
No. of Permanent Classrooms: 29
No. of Existing Portables: 4
Total Bldg Sq. Ft.: 84,339
Sq. Ft. of Permanent Bldgs: 78,099
Site Acreage: 15.52
Useable Site Sq. Ft.: 591,712

Scope of Work	Qty Sq Ft	Cost	Total Cost	Cost Per Sq Ft
1 Building Repairs	78,099	\$7,238,921	\$7,238,921	\$93
2 Site Repairs	676,051	\$2,500,097	\$2,500,097	\$4
3 Demolish Portables	6,240	\$815,330	\$815,330	\$131
4 Total Project Cost Estimate	84,339	\$10,554,348	\$10,554,348	\$125

Implementation Timeline:

- * Prepare Constr Docs 6 months
- * DSA Approval 4 months
- * Bid Process 2 months
- * Construction 16 months
- * Close-out 1 month

Notes:

- 1 Above figures are Total Project Costs
- 2 See backup sheets for further detail of recommended scope of work and markups
- 3 Cost escalation is included, above figures are in 2025 dollars (6% per year)
- 4 Total Building Sq. Ft. includes permanent and portable buildings
- 5 Cost and timeline assume all scope will be done in one phase

DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: First Reading of Governing Board Policies, Administrative Regulations, Board Bylaws, and Exhibits

BACKGROUND

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

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

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

CURRENT SITUATION

What follows is the first reading of updated board policies, administrative regulations, board bylaws, and exhibits to reflect current law and regulations provided in CSBA's quarterly update.

NUMBER	TYPE	TITLE	STATUS
1114	BP	District-Sponsored Social Media	Revise
1114	AR	District-Sponsored Social Media	Revise
1312.4	AR	Williams Uniform Complaint Procedures	Revise
1312.4	E(1)	Williams Uniform Complaint Procedures	Revise
1312.4	E(2)	Williams Uniform Complaint Procedures	Revise
3517	AR	Facilities Inspection	New
3517	E(1)	Facilities Inspection	New
4040	BP	Employee Use of Technology	Revise
4040	E(1)	Employee Use of Technology	Revise
5144.1	BP	Suspension and Expulsion/Due Process	Revise
5144.1	AR	Suspension and Expulsion/Due Process	Revise
5144.2	AR	Suspension and Expulsion/Due Process (Students with Disabilities)	Revise
6112	BP	School Day	Revise
6112	AR	School Day	New

6163.4	BP	Student Use of Technology	Revise
6163.4	E(1)	Student Use of Technology	Revise
9010	BB	Public Statements	Revise
9012	BB	Board Member Electronic Communications	Revise

RECOMMENDATION

Information only

EdenAreaROP **SUPERINTENDENT'S MEMO**

To: Eden Area ROP Governing Board
From: Blaine Torpey, Superintendent
Date: November 7, 2024
Re: First Reading of Board Policies, Administrative Regulations, Bylaws and Exhibits

Listed below is a summary of the changes being recommended to Board Policies (BP), Administrative Regulations (AR), Bylaws (BB) and Exhibits (E) for the consideration of the Board.

Number	Type	Title	Explanation of Change	Status
1114	BP	District-Sponsored Social Media	Policy updated to align with current terms, language, and practice related to the use of social media. Additionally, policy updated to expand the Governing Board's philosophical statement to recognize the value of sharing district information with families and the community, and the requirement to ensure that content posted by the district on an official district social media account is accessible to individuals with disabilities. In addition, policy updated to clarify that an official district social media account does not create an open public forum or otherwise guarantee an individual's right to free speech even if one or more features on the account permit interaction with and between members of the public. Policy also updated to expand instances where students or staff are subject to discipline to include engaging with an official district social media account in a manner that violates board policies and administrative regulations.	Revise
1114	AR	District-Sponsored Social Media	Regulation updated to align with current terms, language, and practice. Additionally, regulation updated to clarify that a social media account that contains content related to the district or comments about district operations but that has not been created based on authorization or direction from the Superintendent or designee is not an official district social media account. In addition, regulation updated to reflect NEW COURT DECISION (Lindke v. Freed), in which the U.S. Supreme Court held that a district official who limits or prevents critics from speaking, such as by blocking them on social media or deleting their posts, violates the First Amendment only if the official (1) has been granted the power to speak on behalf of the district and (2) claims to be actually exercising that power. Regulation also updated to clarify and expand the conditions under which a user may interact with an official district social media account,	Revise

Number	Type	Title	Explanation of Change	Status
			including that violations may be reported to the appropriate social media platform, law enforcement, or other third parties, as appropriate, consistent with the Cyberbullying Protection Act, and that a user may be suspended when the listed conditions are met.	
1312.4	AR	Williams Uniform Complaint Procedures	Regulation updated to reflect NEW LAW (AB 230, 2023) which extends the requirement to stock the school's restrooms with menstrual products for use in connection with the menstrual cycle free of charge to include schools that serve students in any of grades 3-12, and NEW LAW (SB 760, 2023) which requires, starting July 1, 2026, any school that has more than one female and more than one male restroom designated exclusively for student use to provide and maintain one all-gender restroom for student use, as specified. Additionally, regulation updated to clarify that only complaints concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff may be appealed to the Superintendent of Public Instruction.	Revise
1312.4	E(1)	Williams Uniform Complaint Procedures	Exhibit updated to reflect the California Department of Education's 2024-25 Federal Program Monitoring Instrument which provides that the Williams Uniform Complaint Procedures be used to address deficiencies related to the identification and resolution of emergency or urgent facilities conditions that pose a threat to the health and safety of students and staff.	Revise
1312.4	E(2)	Williams Uniform Complaint Procedures	Exhibit updated to reflect the California Department of Education's 2024-25 Federal Program Monitoring Instrument which (1) provides that the Williams Uniform Complaint Procedures (UCP) be used to address deficiencies related to the identification and resolution of emergency or urgent facilities conditions that pose a threat to the health and safety of students and staff, (2) clarifies that the use of the Williams UCP to address deficiencies related to teachers who lack credentials or training to teach English learners does not relieve the district from complying with state or federal law regarding teachers of English learners, (3) specifies that the use of the Williams UCP to address deficiencies related to facilities conditions is in regard to an existing condition that poses an emergency or urgent threat to the health or safety of students or staff while at school, and (4) includes that a	Revise

Number	Type	Title	Explanation of Change	Status
			complainant may use as much text as is wished to fully describe the situation related to a Williams UCP complaint. Additionally, exhibit updated to reflect NEW LAW (AB 230, 2023) which extends the requirement to stock the school's restrooms with menstrual products for use in connection with the menstrual cycle free of charge to include schools that serve students in any of grades 3-12, and NEW LAW (SB 760, 2023) which requires, starting July 1, 2026, any school that has more than one female and more than one male restroom designated exclusively for student use to provide and maintain one all-gender restroom for student use, as specified.	
3517	AR	Facilities Inspection	Regulation updated to reflect NEW LAW (SB 760, 2023) which (1) authorizes districts to temporarily close a restroom due to a documented student safety concern, an immediate threat to student safety, or the need to repair the facility, and (2) requires, starting July 1, 2026, any school that has more than one female and more than one male restroom designated exclusively for student use to provide and maintain one all-gender restroom for student use, as specified. Additionally, regulation updated to reflect NEW LAW (AB 230, 2023) which extends the requirement to stock the school's restrooms with menstrual products for use in connection with the menstrual cycle free of charge to include schools that serve students in any of grades 3-12.	New
3517	E(1)	Facilities Inspection	Exhibit updated to reflect NEW LAW (AB 230, 2023) which extends the requirement to stock the school's restrooms with menstrual products for use in connection with the menstrual cycle free of charge to include schools that serve students in any of grades 3-12.	New
4040	BP	Employee Use of Technology	Policy updated to provide guidance related to the appropriate use of artificial intelligence (AI) by employees. Additionally, policy updated to expand the Governing Board's philosophical statement related to the recognition that technological resources enhance employee performance to include the enrichment of curriculum and the enhancement of student learning. In addition, policy updated to include "software as a service" and "AI apps" in the definition of "district technology," specify the prohibited and permitted uses of technology, and provide for professional development in the appropriate use of technology resources. Policy	Revise

Number	Type	Title	Explanation of Change	Status
			also updated to (1) add material related to the regular review of current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the districts processes and procedures, and (2) provide that employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm their safety.	
4040	E(1)	Employee Use of Technology	Exhibit updated to incorporate by reference the accompanying Board policy, BP 4040 - Employee Use of Technology. Additionally, exhibit updated to include that districts may not prevent or restrict access to an employee's mobile or other communications device(s) if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety. In addition, exhibit updated to include internet searches, browsing history, and use of artificial intelligence in the list of district technology that districts may monitor and record, and expand the list of security problems an employee may become aware of, and is then required to report, to include a cyberattack or phishing.	Revise
5144.1	BP	Suspension and Expulsion/Due Process	Policy updated to reflect NEW LAW (SB 274, 2023) which (1) extends the prohibition from suspending a student for disruption or willful defiance, formerly applicable to students in grades K-8, to all students, with the prohibition being effective until July 1, 2029, and (2) prohibits a district from suspending or expelling a student solely on the fact that they are truant, tardy, or otherwise absent from school activities. Additionally, policy updated to clarify that no preschool student may be expelled or unenrolled except in accordance with law and as specified in administrative regulation, and to reflect NEW LAW (SB 114, 2023) which defines numerically significant subgroups to include long-term English learners.	Revise
5144.1	AR	Suspension and Expulsion/Due Process	Regulation updated to reflect NEW LAW (SB 274, 2023) which extends the prohibition from suspending a student for disruption or willful defiance, formerly applicable to students in grades K-8, to all students, with the prohibition being effective until July 1, 2029. Additionally, regulation update to reflect NEW LAW (AB 1165,	Revise

Number	Type	Title	Explanation of Change	Status
			2023) which encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator, to require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance, and to regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. In addition, regulation updated to clarify that the suspension notice to parents/guardians is required to include the date and time when the student may return to school.	
5144.2	AR	Suspension and Expulsion/Due Process (Students with Disabilities)	Regulation updated to clarify that (1) the Superintendent, principal, or designee may suspend a student from school for up to five consecutive school days, unless the suspension has been extended following a recommendation for expulsion, (2) a student may usually be suspended from school for up to 20 cumulative school days, or 30 cumulative school days as permitted by Education Code 48903, in a school year as long as the pattern of suspension(s) does not constitute a change in placement, (3) a change of placement is deemed to occur if a decision is made that would result in the removal of the student for more than 10 consecutive school days, and (4) manifestation determination procedural safeguards apply when a decision has been made to suspend a student with a disability.	Revise
6112	BP	School Day	Policy updated to reflect NEW LAW (SB 291, 2023) and NEW LAW (SB 153, 2024) which require districts that maintain any of grades K-6 to provide at least one or more periods of recess that total at least 30 minutes on regular instructional days and 15 minutes on early release days. Additionally, policy updated to add availability of equipment to the list of considerations when the Superintendent or designee is establishing the instructional schedule for secondary schools in order to account for sufficient technology and other equipment that is integral to the instructional program.	Revise
6112	AR	School Day	Regulation updated to clarify the instructional minute requirements for students in grades 9-12	New

Number	Type	Title	Explanation of Change	Status
			who are in the independent study program, Additionally, regulation updated to delete adult education from the list of programs that have a minimum school day of 180 minutes since adult education programs are now governed by regions with consortia made up of community colleges, county offices of education and/or districts that determine how adult education will be designed and implemented.	
6163.4	BP	Student Use of Technology	Policy updated to provide guidance related to the appropriate use of artificial intelligence (AI). Additionally, policy updated to expand the Governing Board's philosophical statement to include the effective use of technology; promotion of digital citizenship; access to the latest digital tools; the alignment of technological resources with district goals, objectives and academic standards; and the use of technology to augment Board adopted instructional materials. In addition, policy updated to include "software as a service" and "AI apps" in the definition of "district technology," and provide that student use of technology be in accordance with district policies on academic honesty, data privacy, nondiscrimination, and copyright laws. Policy also updated to add material related to the regular review of current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the districts processes and procedures.	Revise
6163.4	E(1)	Student Use of Technology	Exhibit updated to incorporate by reference the accompanying Board policy, BP 6163.4 - Student Use of Technology. Additionally, exhibit updated to include that (1) the district makes no guarantee that the functions or services provided by or through the district are without defect, (2) that the district is not responsible for financial obligations arising from the unauthorized use, or misuse, of the system, and (3) that students may not gain unauthorized access, as specified. In addition, exhibit updated to add that students are prohibited from using district technology to create material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive; share confidential information or personally identifiable information with an open AI system; adjust the privacy settings on any technology tool or AI app unless directed to do so by a teacher or staff member; or violate the	Revise

Number	Type	Title	Explanation of Change	Status
			direction by teachers or other staff members, age restrictions, or intended use of the technology. In addition, exhibit updated to include internet searches, browsing history, and use of artificial intelligence in the list of district technology that districts may monitor and record, and expand the list of security problems a student may become aware of, and is then required to report, to include a cyberattack or phishing.	
9010	BB	Public Statements	Bylaw updated to focus on public statements by Governing Board spokespersons made on behalf of the Board or by individual Board members. Additionally, bylaw updated to permit a Board spokesperson to disclose confidential information or information received in closed session when authorized by law. In addition, bylaw updated to reflect NEW COURT DECISION (Lindke v. Freed), in which the U.S. Supreme Court held that a district official who limits or prevents critics from speaking, such as by blocking them on social media or deleting their posts, violates the First Amendment only if the official (1) has been granted the power to speak on behalf of the district and (2) claims to be actually exercising that power. Bylaw also updated to suggest that a Board member make clear when they are speaking as an individual, and not on behalf of the district, such as by adding a disclaimer to the member's social media page.	Revise
9012	BB	Board Member Electronic Communications	Bylaw updated to reference suggestions regarding how to avoid Governing Board member electronic communications that violate the Brown Act. Additionally, bylaw updated to provide that Board members shall make every effort to ensure that their electronic communications conform to Board Bylaw 9010 - Public Statements. In addition, bylaw updated to reference that the Public Records Act applies even to Board member electronic communications regarding district business sent or received on a Board members' personal account or device. Bylaw also updated to reflect NEW COURT DECISION (Lindke v. Freed), in which the U.S. Supreme Court held that a district official who limits or prevents critics from speaking, such as by blocking them on social media or deleting their posts, violates the First Amendment only if the official (1) has been granted the power to speak on behalf of the district and (2) claims to be actually exercising that power, and provide	Revise

Number	Type	Title	Explanation of Change	Status
			that the bylaw does not apply to Board member electronic communications not related to district business or not conducted by a Board member in the Board member's official capacity.	

Policy 1114: District-Sponsored Social Media

Status: DRAFT

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

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

The Governing Board recognizes the value of technology such as social media platforms in promoting to share Eden Area ROP information with families and the community and promote community involvement and collaboration in Eden Area ROP decisions. The purpose of any official Eden Area Regional Occupational Program (Eden Area ROP) social media platform account shall be to further the Eden Area ROP's vision and mission, to support student learning and staff professional development, and to enhance communication and engagement with students, parents/guardians, families, staff, and community members. The Superintendent or designee shall ensure that the content posted by the Eden Area ROP on an official Eden Area ROP social media account is accessible to individuals with disabilities.

(cf. 0000 – Vision)

(cf. 0440 – District Technology Plan)

(cf. 1100 – Communication with the Public)

(cf. 1112 – Media Relations)

(cf. 1113 – District and School Web Sites)

(cf. 6020 – Parent Involvement)

(cf. 6145.5 – Student Organizations and Equal Access)

The Superintendent or designee shall develop content guidelines and protocols for official Eden Area ROP social media platform accounts to ensure the public access, appropriate and responsible use, of these resources and compliance with law, Governing Board policy, and administrative regulations.

Guidelines for Content

Official Eden Area ROP social media platform accounts shall be used only for their stated purposes and in a manner consistent with this policy and administrative regulations. By creating these official sites and allowing for public comment, the Governing Board does not intend to create a limited open public forum or otherwise guarantee an individual's right to free speech on any of the official Eden Area ROP social media accounts even if one or more features on the account that permit interaction with and between members of the public are enabled.

(cf. 5145.2 – Freedom of Speech/Expression)

(cf. 6145.5 – Student Organizations and Equal Access)

The Superintendent or designee shall ensure that the limited purpose of the official Eden Area ROP social media platform accounts is clearly communicated to users. Each site account shall contain a statement that specifies the site's purposes along with a statement of the account, that users are expected to use the site the account shall only be used for those such purposes. Each site shall also contain a statement that users are personally responsible for the content of their posts and any other user expectations or conditions as specified in the accompanying administrative regulation.

Official Eden Area ROP social media platform accounts may not contain content that is obscene, libelous, or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, violation of school rules, or substantial disruption of the school's orderly operation.

(cf. 5131 – Conduct)

Staff or students who post prohibited content or otherwise engage with an official Eden Area ROP social media account in a manner that violates board policies and administrative regulations shall be subject to discipline in accordance with Eden Area ROP such applicable policies and administrative regulations.

(cf. 4040 – Employee Use of Technology)

{cf. 4118 – Suspension/Disciplinary Action}

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

{cf. 4218 – Dismissal/Suspension/Disciplinary Action}

{cf. 5144 – Discipline}

{cf. 5144.1 – Suspension and Expulsion/Due Process}

{cf. 6163.4 – Student Use of Technology}

Users of official Eden Area ROP social media platforms accounts, and anyone who posts, replies, or otherwise leaves a digital footprint on an official district social media account, should be aware of the public nature and accessibility of social media and that such information posted or left on an official Eden Area ROP social media account may be considered a public record subject to disclosure under the Public Records Act. The Governing Board expects users to conduct themselves in a respectful, courteous, and professional manner.

{cf. 1340 – Access to District Records}

{cf. 9012 – Board Member Electronic Communications}

Privacy

The To the extent practicable, the Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Governing Board members, and other individuals are protected on official Eden Area ROP social media platforms accounts.

Governing Board policy pertaining As it pertains to the posting of student photographs and the privacy of telephone numbers, home addresses, and email addresses, as specified official Eden Area ROP social media accounts shall operate in BP accordance with Board Policy 1113 - Eden Area ROP Websites, shall also apply to official Eden Area ROP social media platforms.

{cf. 5125.1 – Release of Directory Information}

Social media and networking sites and other online platforms shall not be used by Eden Area ROP employees to transmit confidential information about students, employees, or Eden Area ROP operations.

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

{cf. 5022 – Student and Family Privacy Rights}

{cf. 5125 – Student Records}

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

State References

Ed. Code 32260-32262

Ed. Code 35182.5

Ed. Code 48900

Ed. Code 48907

Ed. Code 48950

Ed. Code 49061

Ed. Code 49073

Ed. Code 60048

Gov. Code 3307.5

Gov. Code 54952.2

Description

[Interagency School Safety Demonstration Act of 1985](#)

[Contracts for advertising](#)

[Grounds for suspension or expulsion](#)

[Exercise of free expression; time, place, and manner rules and regulations](#)

[Speech and other communication](#)

[Definitions; directory information](#)

[Release of directory information](#)

[Commercial brand names, contracts or logos](#)

[Publishing identity of public safety officers](#)

[Brown Act; definition of meeting](#)

State References

Gov. Code 7920.000-7930.215

Description

[California Public Records Act](#)

Federal References

17 USC 101-1101

20 USC 1232g

29 USC 157

29 USC 794

34 CFR 99.1-99.67

Description

Federal copyright law

Family Educational Rights and Privacy Act (FERPA) of 1974

Employee rights to engage in concerted, protected activity

Rehabilitation Act of 1973; Section 504

Family Educational Rights and Privacy

Management Resources References

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Facebook Publication

National Labor Relations Board Decision 18-CA-1908

Website

Website

Website

Website

Website

Description

Lindke v. Freed (2024) 601 U.S. 187

Aaris v. Las Virgenes Unified School District (1998) 64 Cal.App.4th 1112

Board of Education, Island Trees Union Free School District, et.al. v. Pico (1982) 457 U.S. 853

Page v. Lexington County School District (2008, 4th Cir.) 531 F.3d 275

Perry Education Association v. Perry Local Educators' Association (1983) 460 U.S. 37

Downs v. Los Angeles Unified School District (9th Cir. 2000) 228 F.3d 1003

[Facebook for Educators Guide, 2013](#)

Sears Holdings, December 4, 2009

[Meta in Education](#)

[CSBA District and County Office of Education Legal Services](#)

[Facebook, privacy resources](#)

[California School Public Relations Association](#)

[CSBA](#)

Cross References

0000

0410

0440

0440

0510

0510

1112

1113

1113

1113-E(1)

1260

1312.3

1312.3

1312.3-E PDF(1)

Description

[Vision](#)

[Nondiscrimination In District Programs And Activities](#)

[District Technology Plan](#)

[District Technology Plan](#)

[School Accountability Report Card](#)

[School Accountability Report Card](#)

[Media Relations](#)

[District And School Websites](#)

[District And School Websites](#)

[District And School Websites](#)

[Educational Foundation](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

[Uniform Complaint Procedures](#)

Cross References**Description**

1325	Advertising And Promotion
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E(2)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4131	Staff Development
4132	Publication Or Creation Of Materials
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.21	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4231	Staff Development
4232	Publication Or Creation Of Materials
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4332	Publication Or Creation Of Materials
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5131	Conduct
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression

Cross References

5145.3

5145.3

5145.7

5145.7

6145.5

6145.5

6162.6

6163.4

6163.4

6163.4-E PDF(1)

6163.4-E(1)

9010

9012

Description[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Student Organizations And Equal Access](#)[Student Organizations And Equal Access](#)[Use Of Copyrighted Materials](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Public Statements](#)[Board Member Electronic Communications](#)

Regulation 1114: District-Sponsored Social Media

Status: DRAFT

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

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

Definitions

Social media means any online platform for collaboration, interaction, and/or active participation, or that allows users to post content, including, but not limited to, social networking sites such as Instagram, TikTok, Facebook, X/Twitter, SnapChat, YouTube, and LinkedIn, or blogs.

Official An official Eden Area ROP social media account is an account on a social media platform is a site authorized by the Superintendent or designee. Sites

An account that have not been authorized by the Superintendent or designee but that contains content related to the Eden Area ROP or comments on/about Eden Area ROP operations but that has not been created based on authorization or direction from the Superintendent or designee, such as a site an account created by a parent-teacher organization, booster club, or other school-connected organization or a student's or employee's personal site, are account, is not considered official Eden Area ROP social media platforms an official Eden Area ROP social media account.

(cf. 1230 – School-Connected Organizations)

(cf. 1260 – Educational Foundations)

Authorization for Official Eden Area ROP Social Media Platforms

The Superintendent or designee shall authorize the development of any official Eden Area ROP social media platform. Teachers School-level employees such as teachers and coaches shall obtain approval authorization from the Superintendent or designee Director before creating an official classroom or team social media platform account.

Guidelines for Content

The Superintendent or designee shall ensure that official Eden Area ROP social media platforms provide current information regarding Eden Area ROP programs, activities, and operations, consistent with the goals and purposes of this policy and regulation. Official Eden Area ROP social media platforms Each official Eden Area ROP social media account shall contain content that is useful and appropriate for all audiences.

(cf. 0440 – District Technology Plan)

(cf. 0510 – School Accountability Report Card)

(cf. 1100 – Communication with the Public)

(cf. 1112 – Media Relations)

(cf. 1113 – District and School Web Sites)

(cf. 6020 – Parent Involvement)

(cf. 6145.5 – Student Organization and Equal Access)

The Superintendent or designee Eden Area ROP employees or agents in charge of posting or adding information to an official Eden Area ROP social media account shall ensure that copyright laws are not violated in the use of material on official district social media platforms accounts.

(cf. 4132/4232/4332 – Publication or Creation of Materials)

(cf. 6162.6 – Use of Copyrighted Materials)

The Superintendent or designee shall ensure that official Eden Area ROP social media platforms accounts are regularly monitored. Staff members responsible for monitoring content may remove posts or even suspend users

from interacting with the account only based on viewpoint-neutral considerations, such as lack of relation to the account's site's purpose or violation of the Eden Area ROP's policy, regulation, or content guidelines board policies or administrative regulations.

Each official Eden Area ROP social media platform account shall, as appropriate, prominently display a link to this regulation or a statement that includes Items #1-10, below:

1. ~~1. The purpose(s) of the site along with a statement that users are expected to use the site only for those intended purposes.~~ account, such as providing information to a class, school community, athletic team, or student club; engaging with the public regarding district decisions and Governing Board meetings; and sharing information regarding employment opportunities with the Eden Area ROP
2. ~~2. Information on how to use the security settings of the social media platform.~~
3. Users shall use the site only for those intended purposes
4. ~~3. A statement that the site~~ The account is regularly monitored and that any inappropriate post interaction will be promptly removed, blocked, or similarly addressed. Inappropriate posts interactions include, those but are not limited to, interactions that:
 - a. ~~a. Are obscene, libelous, or so incite students as to create a clear and present danger of the commission of unlawful acts on school~~ Eden Area ROP premises, violation of ~~school~~ Eden Area ROP rules, or substantial disruption of to the Eden Area ROP's school's orderly operation
 - b. ~~b. Are not related to the stated purpose of the site account, including, but not limited to, threats, comments of a commercial nature, political activity, and comments that constitute discrimination or harassment prohibited by board policies and administrative regulations~~

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 1160 – Political Processes)~~

~~(cf. 1325 – Advertising and Promotion)~~

4. ~~4. Protocols for users, including expectations that users will~~ Users are expected to communicate in a respectful, courteous, and professional manner and are personally responsible for their use of the account.
5. ~~5. A statement that users are personally responsible for the content of their posts and that the Eden Area ROP is not responsible for the content of external online platforms.~~ The Eden Area ROP is not responsible for the content posted by other users or how other users interact with the account
6. ~~6. A disclaimer that the~~ The views and comments expressed by other users on the site account belong to are those of the users and do not necessarily reflect the views of the Eden Area ROP.
7. ~~7. A disclaimer that any~~ Any user's reference to a specific commercial product or service does not imply endorsement or recommendation of that product or service by the Eden Area ROP.
8. ~~8. The individual(s) to contact regarding violation of Eden Area ROP guidelines on the use of official Eden Area ROP social media platforms accounts~~
9. Violations may be reported to the appropriate social media platform, law enforcement, or other third parties, as appropriate
10. A user may be suspended from interacting with the account for one month upon three prior violations and for six months upon two prior one-month suspensions

Appropriate Use by Eden Area ROP Employees

Eden Area ROP employees who participate in official Eden Area ROP social media platforms accounts shall adhere to all applicable Eden Area ROP board policies and procedures administrative regulations, including, but not limited to, professional standards related to interactions with students.

~~(cf. 4040 – Employee Use of Technology)~~

(cf. 4119.21/4219.21/4319.21 – Professional Standards)

When appropriate, employees using posting, replying, or otherwise interacting with the public outside of their professional duties or responsibilities on official Eden Area ROP social media platforms accounts shall identify themselves by name and Eden Area ROP title and include a disclaimer stating that the views and opinions expressed in their post are theirs alone and do not necessarily represent those of the Eden Area ROP or school.

All staff shall receive information about appropriate use of the official Eden Area ROP social media platforms accounts.

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

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

State References

Ed. Code 32260-32262

Ed. Code 35182.5

Ed. Code 48900

Ed. Code 48907

Ed. Code 48950

Ed. Code 49061

Ed. Code 49073

Ed. Code 60048

Gov. Code 3307.5

Gov. Code 54952.2

Gov. Code 7920.000-7930.215

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[Interagency School Safety Demonstration Act of 1985](#)

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[Speech and other communication](#)

[Definitions; directory information](#)

[Release of directory information](#)

[Commercial brand names, contracts or logos](#)

[Publishing identity of public safety officers](#)

[Brown Act; definition of meeting](#)

[California Public Records Act](#)

Federal References

17 USC 101-1101

20 USC 1232g

29 USC 157

29 USC 794

34 CFR 99.1-99.67

Description

Federal copyright law

Family Educational Rights and Privacy Act (FERPA) of 1974

Employee rights to engage in concerted, protected activity

Rehabilitation Act of 1973; Section 504

Family Educational Rights and Privacy

Management Resources References

Court Decision

Court Decision

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Court Decision

Description

Lindke v. Freed (2024) 601 U.S. 187

Aaris v. Las Virgenes Unified School District (1998) 64 Cal.App.4th 1112

Board of Education, Island Trees Union Free School District, et.al. v. Pico (1982) 457 U.S. 853

Page v. Lexington County School District (2008, 4th Cir.) 531 F.3d 275

Perry Education Association v. Perry Local Educators' Association (1983) 460 U.S. 37

Downs v. Los Angeles Unified School District (9th Cir. 2000) 228 F.3d 1003

Management Resources References

Facebook Publication

National Labor Relations Board Decision 18-CA-1908

Website

Website

Website

Website

Website

Description[Facebook for Educators Guide, 2013](#)

Sears Holdings, December 4, 2009

[Meta in Education](#)[CSBA District and County Office of Education Legal Services](#)[Facebook, privacy resources](#)[California School Public Relations Association](#)[CSBA](#)**Cross References**

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4218	Dismissal/Suspension/Disciplinary Action
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4231	Staff Development
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4319.21	Professional Standards
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4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
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5144	Discipline
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5144.1	Suspension And Expulsion/Due Process
5145.2	Freedom Of Speech/Expression
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5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
5145.7	Sex Discrimination and Sex-Based Harassment
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6162.6	Use Of Copyrighted Materials
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6163.4	Student Use Of Technology
6163.4-E PDF(1)	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
9010	Public Statements
9012	Board Member Electronic Communications

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 12/07/2023 | Last Reviewed Date: 12/07/2023

Types of Complaints

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

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or Eden Area ROP-adopted textbooks or other required instructional materials to use in class;
 - b. A student does not have access to textbooks or instructional materials to use at home or after school;

This does not require two sets of textbooks or instructional materials for each student.

 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage;
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials;

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists;
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one or more English learners in the class;
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency;

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

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

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

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

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

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5

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

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

In any school serving students any of grades 113-12, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Additionally, starting July 1, 2026, in any school that has more than one female and more than one male restroom designated exclusively for student use, a complaint may be filed alleging noncompliance with the requirements specified in Education Code 35292.5 to maintain at least one all-gender restroom for student use. (Education Code 35292.5)

Forms and Notices

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

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

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

Filing of Complaint

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

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

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

Investigation and Response

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

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

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

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

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

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the SPI within 15 days of receiving the Eden Area ROP response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4610, 4687)

However, no other type of complaint regarding the condition of school facilities as described in the section "Types of Complaints" above may be appealed to the SPI. (Education Code 35186; 5 CCR 4610, 4687)

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

Reports

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

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

State References

5 CCR 4600-4670

5 CCR 4680-4687

5 CCR 4690-4694

Ed. Code 1240

Ed. Code 17592.72

Ed. Code 200-270

Ed. Code 234.1

Ed. Code 33126

Ed. Code 35186

Ed. Code 35292.5-35292.6

Ed. Code 48907

Ed. Code 48950

Ed. Code 48985

Ed. Code 51501

Ed. Code 60010

Ed. Code 60040-60052

Ed. Code 60119

Description

Uniform complaint procedures

Williams uniform complaint procedures

Health and safety complaints in license-exempt preschool programs

[County superintendent of schools; duties](#)

[School Facility Emergency Repair Account; urgent or emergency repairs](#)

[Prohibition of discrimination](#)

[Student protections relating to discrimination, harassment, intimidation, and bullying](#)

[School accountability report card](#)

[Williams uniform complaint procedures](#)

[Restrooms; maintenance and cleanliness](#)

[Exercise of free expression; time, place, and manner rules and regulations](#)

[Speech and other communication](#)

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[Nondiscriminatory subject matter](#)

[Instructional materials; definition](#)

[Requirements for instructional materials](#)

[Hearing on sufficiency of instructional materials](#)

State References

Ed. Code 60150

Description[Penalty for insufficiency of textbooks and instructional materials](#)**Federal References**

20 USC 6314

Description

Title I schoolwide program

Management Resources References

CA Office of the Attorney General Publication

Description[Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024](#)

CSBA Publication

[Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024](#)

CSBA Publication

[Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024](#)

Website

[California County Superintendents Educational Services Association](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[State Allocation Board, Office of Public School Construction](#)

Website

[Department of Justice](#)

Website

[U.S. Department of Education, Office for Civil Rights](#)

Website

[CSBA](#)

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[California Department of Education](#)**Cross References**

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

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 12/07/2023 | **Last Reviewed Date:** 12/07/2023

**NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:
COMPLAINT RIGHTS**

Parents/Guardians, Pupils, and Teachers:

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

1. There should be sufficient textbooks and instructional materials

That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair

This includes the identification and resolution of emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff.

3. There should be no teacher vacancies or misassignments

There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

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

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

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

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

State References

5 CCR 4600-4670

5 CCR 4680-4687

5 CCR 4690-4694

Ed. Code 1240

Ed. Code 17592.72

Ed. Code 200-270

Ed. Code 234.1

Ed. Code 33126

Description

Uniform complaint procedures

Williams uniform complaint procedures

Health and safety complaints in license-exempt preschool programs

[County superintendent of schools; duties](#)

[School Facility Emergency Repair Account; urgent or emergency repairs](#)

[Prohibition of discrimination](#)

[Student protections relating to discrimination, harassment, intimidation, and bullying](#)

[School accountability report card](#)

State References

Ed. Code 35186
 Ed. Code 35292.5-35292.6
 Ed. Code 48907
 Ed. Code 48950
 Ed. Code 48985
 Ed. Code 51501
 Ed. Code 60010
 Ed. Code 60040-60052
 Ed. Code 60119
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[Speech and other communication](#)
[Notices to parents in language other than English](#)
[Nondiscriminatory subject matter](#)
[Instructional materials; definition](#)
[Requirements for instructional materials](#)
[Hearing on sufficiency of instructional materials](#)
[Penalty for insufficiency of textbooks and instructional materials](#)

Federal References

20 USC 6314

Description

Title I schoolwide program

Management Resources References

CA Office of the Attorney General Publication
 CSBA Publication
 CSBA Publication
 Website
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Description

[Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024](#)
[Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024](#)
[Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024](#)
[California County Superintendents Educational Services Association](#)
[CSBA District and County Office of Education Legal Services](#)
[State Allocation Board, Office of Public School Construction](#)
[Department of Justice](#)
[U.S. Department of Education, Office for Civil Rights](#)
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[Environmental Safety](#)

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6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
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9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
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Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 10/07/2022 | **Last Revised Date:** 12/07/2023 | **Last Reviewed Date:** 12/07/2023

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

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

Response requested? ___ Yes ___ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

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

School name/address: _____

Course title/grade level and teacher name: _____

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

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

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

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

- a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or Eden Area ROP-adopted textbooks or other required instructional materials to use in class.
- b. A student does not have access to textbooks or instructional materials to use at home or after school.

This does not require two sets of textbooks or instructional materials for each student.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

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

- a. A semester begins and a teacher vacancy exists:

A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (5 CCR 4600)

- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with one

or more English learners in the class.

This does not relieve the Eden Area ROP from complying with state or federal law regarding teachers of English Learners.

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

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

a. A condition exists that poses an emergency or urgent threat to the health or safety of students or staff while at school including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the Eden Area ROP.

b. A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

c. For a school serving students in any of grades 6-12, the school has not, at all times, stocked and made available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.

d. Starting July 1, 2026, for a school that has more than one female and more than one male restroom designated exclusively for student use, the school has not maintained at least one all-gender restroom for student use in accordance with Education Code 35292.5

e. The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes.

This does not apply when temporary closing of the restroom is necessary for a documented student safety concern, an immediate threat to student safety, or to repair the facility.

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

Please file this complaint at the following location:

Principal

----- (principal or designee)

Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

----- (address)

510) 293-2904

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

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

(Signature)

(Date)

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

State References

5 CCR 4600-4670

5 CCR 4680-4687

5 CCR 4690-4694

Ed. Code 1240

Ed. Code 17592.72

Ed. Code 200-270

Ed. Code 234.1

Ed. Code 33126

Ed. Code 35186

Ed. Code 35292.5-35292.6

Ed. Code 48907

Ed. Code 48950

Ed. Code 48985

Ed. Code 51501

Ed. Code 60010

Ed. Code 60040-60052

Ed. Code 60119

Ed. Code 60150

Description

Uniform complaint procedures

Williams uniform complaint procedures

Health and safety complaints in license-exempt preschool programs

[County superintendent of schools; duties](#)

[School Facility Emergency Repair Account; urgent or emergency repairs](#)

[Prohibition of discrimination](#)

[Student protections relating to discrimination, harassment, intimidation, and bullying](#)

[School accountability report card](#)

[Williams uniform complaint procedures](#)

[Restrooms; maintenance and cleanliness](#)

[Exercise of free expression; time, place, and manner rules and regulations](#)

[Speech and other communication](#)

[Notices to parents in language other than English](#)

[Nondiscriminatory subject matter](#)

[Instructional materials; definition](#)

[Requirements for instructional materials](#)

[Hearing on sufficiency of instructional materials](#)

[Penalty for insufficiency of textbooks and instructional materials](#)

Federal References

20 USC 6314

Description

Title I schoolwide program

Management Resources References

CA Office of the Attorney General Publication

CSBA Publication

CSBA Publication

Website

Website

Website

Website

Website

Website

Website

Description

[Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, Legal Alert, January 2024](#)

[Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, Governance Brief, February 2024](#)

[Instructional Materials Adoptions: Local governing board responsibilities, Fact Sheet, February 2024](#)

[California County Superintendents Educational Services Association](#)

[CSBA District and County Office of Education Legal Services](#)

[State Allocation Board, Office of Public School Construction](#)

[Department of Justice](#)

[U.S. Department of Education, Office for Civil Rights](#)

[CSBA](#)

[California Department of Education](#)

Cross References**Description**

0410	Nondiscrimination In District Programs And Activities
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514.2	Integrated Pest Management
4112.2	Certification
4112.2	Certification
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6143	Courses Of Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Regulation 3517: Facilities Inspection

Status: DRAFT

Original Adopted Date: Pending

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others

Locks and other security hardware function as designed.

5. Interior Surfaces: Walls, floors, and ceilings are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause

Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.

6. Hazardous Materials: Hazardous and flammable materials are stored properly

No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.

7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed

Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.

8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly

Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly

10. Lighting: Interior and exterior lighting appears to be adequate and working properly

Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident

12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks

Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident

13. Restrooms: Restrooms and restroom fixtures are fully operational, maintained and cleaned regularly, and stocked at all times with supplies, including toilet paper, soap, and paper towels or functional hand dryers, in accordance with Education Code 35292.5

The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom due to a documented student safety concern, an immediate threat to student safety, or the need to repair the facility.

Additionally, any school serving students in any of grades 3-12 shall, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. The Eden Area Regional Occupational Program (Eden Area ROP) shall post in a prominent and conspicuous location in every restroom required to stock menstrual products a notice regarding this requirement that includes an email address and telephone number for a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6)

In addition, starting July 1, 2026, any school that has more than one female and more than one male restroom designated exclusively for student use shall provide and maintain at least one all-gender restroom for student use. The Eden Area ROP shall use signage that identifies the bathroom facility as being open to all genders and is in accordance with 24 CCR 11B-703; ensure that it is available for use consistent with the requirements specified above and is unlocked, unobstructed, easily accessible by any student, and consistent with existing access to sex-segregated restrooms; stock the bathroom facility with menstrual products in accordance with Education Code 35292.6, as specified above; and, ensure that the bathroom facility is available during school hours and school functions when students are present. The Eden Area ROP shall post in a prominent and conspicuous location outside at least one all-gender restroom a notice regarding these requirements that includes contact information for the staff member designated as the point of contact responsible for implementing such requirements.

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly
15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets
17. Playground/School Grounds: Playground equipment, including exterior fixtures, seating, tables, and equipment, and school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti

Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

Additionally, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the Eden Area ROPs facility inspections and updates of any visits to the Eden Area ROP Center by the County Superintendent of Schools to review school facilities.

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

State References

2 CCR 1859.300-1859.330

24 CCR 11B-703

Ed. Code 1240

Ed. Code 17002

Ed. Code 17070.10-17077.10

Ed. Code 17565-17591

Ed. Code 17592.72

Ed. Code 33126

Ed. Code 35186

Ed. Code 35292.5-35292.6

Health and Safety Code 1597.16

Description

Emergency Repair Program

Signage for all gender restrooms

[County superintendent of schools; duties](#)

[State School Building Lease-Purchase Law, including definition of good repair](#)

[Leroy F. Greene School Facilities Act of 1998](#)

[Property maintenance and control; duties of governing board](#)

[School Facility Emergency Repair Account; urgent or emergency repairs](#)

[School accountability report card](#)

[Complaints related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat](#)

[Restrooms; maintenance and cleanliness](#)

Licensed day care centers; testing for lead in water

Federal References

20 USC 6314

42 USC 300f-300j-27

Description

Schoolwide programs

Safe Drinking Water Act

Management Resources References

State Allocation Board, Public School Construction

Website

Website

Website

Website

Website

Website

Description

[Facility Inspection Tool: School Facility Conditions Evaluation](#)

[CSBA District and County Office of Education Legal Services](#)

[California Department of Education, Williams Case](#)

[State Allocation Board, Office of Public School Construction](#)

[Coalition for Adequate School Housing](#)

[California County Superintendents](#)

[CSBA](#)

Cross References

0510

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1312.4

1312.4-E(1)

1312.4-E(2)

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3511.1

3511.1

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3514.2

Description

[School Accountability Report Card](#)

[School Accountability Report Card](#)

[Williams Uniform Complaint Procedures](#)

[Williams Uniform Complaint Procedures](#)

[Williams Uniform Complaint Procedures](#)

[Concepts And Roles](#)

[Bids](#)

[Bids](#)

[Integrated Waste Management](#)

[Integrated Waste Management](#)

[Environmental Safety](#)

[Integrated Pest Management](#)

Cross References

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5145.6

5145.6-E(1)

7111

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Description[Emergencies And Disaster Preparedness Plan](#)[Emergencies And Disaster Preparedness Plan](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Evaluating Existing Buildings](#)[Role Of The Board](#)

Exhibit 3517-E(1): Facilities Inspection

Status: DRAFT

Original Adopted Date: Pending

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2024-25 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 3 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section

This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

- d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle
- e. This section shall become operative on July 1, 2024

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

(name and/or title/position)

(telephone number)

(email address)

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

State References

2 CCR 1859.300-1859.330

24 CCR 11B-703

Ed. Code 1240

Ed. Code 17002

Ed. Code 17070.10-17077.10

Ed. Code 17565-17591

Ed. Code 17592.72

Ed. Code 33126

Ed. Code 35186

Ed. Code 35292.5-35292.6

Description

Emergency Repair Program

Signage for all gender restrooms

[County superintendent of schools; duties](#)

[State School Building Lease-Purchase Law, including definition of good repair](#)

[Leroy F. Greene School Facilities Act of 1998](#)

[Property maintenance and control; duties of governing board](#)

[School Facility Emergency Repair Account; urgent or emergency repairs](#)

[School accountability report card](#)

[Complaints related to instructional materials, teacher vacancy or misassignment, and facility conditions that pose emergency or urgent threat](#)

[Restrooms; maintenance and cleanliness](#)

State References

Health and Safety Code 1597.16

Description

Licensed day care centers; testing for lead in water

Federal References

20 USC 6314

Description

Schoolwide programs

42 USC 300f-300j-27

Safe Drinking Water Act

Management Resources References**Description**

State Allocation Board, Public School Construction [Facility Inspection Tool: School Facility Conditions Evaluation](#)

Website [CSBA District and County Office of Education Legal Services](#)

Website [California Department of Education, Williams Case](#)

Website [State Allocation Board, Office of Public School Construction](#)

Website [Coalition for Adequate School Housing](#)

Website [California County Superintendents](#)

Website [CSBA](#)

Cross References**Description**

0510 [School Accountability Report Card](#)

0510 [School Accountability Report Card](#)

1312.4 [Williams Uniform Complaint Procedures](#)

1312.4-E(1) [Williams Uniform Complaint Procedures](#)

1312.4-E(2) [Williams Uniform Complaint Procedures](#)

3000 [Concepts And Roles](#)

3311 [Bids](#)

3311 [Bids](#)

3511.1 [Integrated Waste Management](#)

3511.1 [Integrated Waste Management](#)

3514 [Environmental Safety](#)

3514.2 [Integrated Pest Management](#)

3516 [Emergencies And Disaster Preparedness Plan](#)

3516 [Emergencies And Disaster Preparedness Plan](#)

5145.6 [Parent/Guardian Notifications](#)

5145.6-E(1) [Parent/Guardian Notifications](#)

7111 [Evaluating Existing Buildings](#)

9000 [Role Of The Board](#)

Policy 4040: Employee Use Of Technology

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 02/01/2024 | **Last Reviewed Date:** 02/01/2024

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

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

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

Eden Area ROP technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the Eden Area ROP, whether accessed on or off site or through Eden Area ROP-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the Internet; email; applications (apps), including artificial intelligence (AI) apps; telephones, cellular or mobile telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios.

Employees shall review the prohibited and permitted uses of technology as specified in Board Policy 5131.9 – Academic Honesty, be responsible for the appropriate use of technology, and use Eden Area ROP technology primarily for purposes related to their employment consistent with board policies and administrative regulations.

An employee may use technology, including AI apps, to assist the employee in the performance of the employee's professional duties, including, but not limited to, the following specific tasks: developing syllabi, creating curriculum, reviewing student work, suggesting instructional strategies, and researching academic content or instructional techniques. Any employee using technology, including AI, shall review and be responsible for any final product or document; not share confidential student records with a third party, such as an AI app, except as permitted by law; use the technology in accordance with Board Policy 6162.6 – Use of Copyrighted Materials, and in a manner otherwise consistent with law, board policies, and administrative regulations. If an employee is unsure about the appropriate use of technology, the employee shall confer with the Superintendent or designee before using.

As determined by the Superintendent or designee, employees shall receive professional development in the appropriate use of these resources, including in the use of AI apps.

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

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

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

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

lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the Eden Area ROP's processes and procedures related to the protection of the Eden Area ROP's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and managing suspicious and/or threatening digital media content, in accordance with Board Policy 3580 – District Records.

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

In addition, employees shall be notified that records, including communications, maintained on any personal ~~device accounts or messages sent or received on a personal device that is being~~ devices used to conduct Eden Area ROP business may be subject to disclosure at the Eden Area ROP's request, and pursuant to a subpoena or other lawful request.

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

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

Employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety. (Labor Code 1139)

Electronic Communications with Students

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

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

State References

Gov. Code 11549.3

Gov. Code 3543.1

Gov. Code 7920.000-7930.170

Labor Code 1139

Pen. Code 502

Pen. Code 632

Veh. Code 23123

Veh. Code 23123.5

Veh. Code 23125

Description

Cybersecurity

[Rights of employee organizations](#)

[California Public Records Act](#)

Emergency assistance

[Computer crimes; remedies](#)

[Eavesdropping on or recording confidential communications](#)

[Wireless telephones in vehicles](#)

[Mobile communication devices; text messaging while driving](#)

[Wireless telephones in school buses](#)

Federal References

20 USC 7101-7122

20 USC 7131

47 CFR 54.520

Description

Student Support and Academic Enrichment Grants

Internet Safety

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

Management Resources References

California Department of Education Publication
Court Decision
Court Decision
Publication
U.S. Department of Education Publication
USDOE Office of Educational Technology
Publication
Website
Website
Website
Website
Website
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Website

Description

[Artificial Intelligence: Learning With AI Learning About AI](#)
[City of San Jose v. Superior Court \(2017\) 2 Cal.5th 608](#)
[City of Ontario v. Quon et al. \(2010\) 000 U.S. 08-1332](#)
[Guidelines for AI integration throughout education in the commonwealth of Virginia](#)
[2024 National Education Technology Plan](#)
[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)
[California Governor's Office of Emergency Services](#)
[CSBA District and County Office of Education Legal Services](#)
[Federal Communications Commission](#)
[American Library Association](#)
[California Department of Education](#)
[CSBA](#)
[U.S. Department of Education](#)

Cross References

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Description

[Nondiscrimination In District Programs And Activities](#)
[District Technology Plan](#)
[District Technology Plan](#)
[District And School Websites](#)
[District And School Websites](#)
[District And School Websites](#)
[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Access To District Records](#)
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[Equipment](#)
[District Records](#)
[District Records](#)
[Reasonable Accommodation](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Dismissal/Suspension/Disciplinary Action](#)
[Civil And Legal Rights](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Professional Standards](#)
[Professional Standards](#)

Cross References**Description**

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4131	Staff Development
4131	Staff Development
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4136-E PDF(1)	Nonschool Employment
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sex Discrimination and Sex-Based Harassment
4219.11	Sex Discrimination and Sex-Based Harassment
4219.11-E PDF(1)	Sex Discrimination and Sex-Based Harassment
4219.21	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4231	Staff Development
4231	Staff Development
4232	Publication Or Creation Of Materials
4236	Nonschool Employment
4319.1	Civil And Legal Rights
4319.11	Sex Discrimination and Sex-Based Harassment
4319.11	Sex Discrimination and Sex-Based Harassment
4319.11-E PDF(1)	Sex Discrimination and Sex-Based Harassment
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4331	Staff Development
4332	Publication Or Creation Of Materials
4336	Nonschool Employment
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5131.9	Academic Honesty
6162.6	Use Of Copyrighted Materials

Cross References

6163.4

6163.4

6163.4-E PDF(1)

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Description[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)

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

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Revised Date: 02/01/2024 | Last Reviewed Date: 02/01/2024

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

The Eden Area Regional Occupational Program (Eden Area ROP) authorizes its employees to use Eden Area ROP technology, ~~owned or otherwise provided by the Eden Area ROP as necessary to fulfill the requirements as defined in Board Policy 4040 – Employee Use of Technology~~ of their position. The use of Eden Area ROP technology is a privilege permitted at the Eden Area ROP's discretion and is subject to the conditions and restrictions set forth in applicable ~~Board board~~ policies, administrative regulations, and this Acceptable Use Agreement. The Eden Area ROP reserves the right to suspend access at any time, without notice, for any reason.

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

However, the Eden Area ROP shall not prevent or restrict access to an employee's mobile or other communications device(s) if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety.

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

Each employee who is authorized to use Eden Area ROP technology shall sign this ~~Acceptable Use Agreement~~, as an ~~indication~~ which indicates that the employee has read and understands ~~the agreement~~; this Agreement and Board Policy 4040 – Employee Use of Technology.

Definitions

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

Employee Obligations and Responsibilities

Employees are expected to use Eden Area ROP technology safely, responsibly, and primarily for work-related purposes and in accordance with the accompanying board policy and applicable copyright laws. Any incidental personal use of Eden Area ROP technology shall not interfere with Eden Area ROP business and operations, the work and productivity of any Eden Area ROP employee, or the safety and security of Eden Area ROP technology. The Eden Area ROP is not responsible for any loss or damage incurred by an employee as a result of ~~their the~~ employee's personal use of Eden Area ROP technology.

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

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

1. Access, post, display, ~~create~~, or otherwise use material that is discriminatory, defamatory, obscene, sexually

explicit, harassing, intimidating, threatening, or disruptive

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

Privacy

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

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

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

Personally Owned Devices

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

Records

Any electronically stored information generated or received by an employee which constitutes an Eden Area ROP or student record shall be classified, retained, and destroyed in accordance with BP/AR Board Policy/Administrative

Regulation 3580 - District Records, BP/AR Board Policy/Administrative Regulation 5125 - Student Records, or other applicable policies and regulations addressing the retention of Eden Area ROP or student records.

Reporting

If an employee becomes aware of any security problem (such as including, but not limited to, a cyberattack, phishing, or any compromise of the confidentiality of any login or account information), or misuse of Eden Area ROP technology, the employee shall immediately report such information to the Superintendent or designee.

Consequences for Violation

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

Employee Acknowledgment

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

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

Name: _____ Position: _____
(Please print)

School/Work Site: _____

Signature: _____ Date: _____

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

State References

Gov. Code 11549.3

Gov. Code 3543.1

Gov. Code 7920.000-7930.170

Labor Code 1139

Pen. Code 502

Pen. Code 632

Veh. Code 23123

Veh. Code 23123.5

Veh. Code 23125

Description

Cybersecurity

[Rights of employee organizations](#)

[California Public Records Act](#)

Emergency assistance

[Computer crimes; remedies](#)

[Eavesdropping on or recording confidential communications](#)

[Wireless telephones in vehicles](#)

[Mobile communication devices; text messaging while driving](#)

[Wireless telephones in school buses](#)

Federal References

20 USC 7101-7122

20 USC 7131

47 CFR 54.520

Description

Student Support and Academic Enrichment Grants

Internet Safety

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

Management Resources References

California Department of Education Publication
Court Decision
Court Decision
Publication
U.S. Department of Education Publication
USDOE Office of Educational Technology
Publication
Website
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Description

[Artificial Intelligence: Learning With AI Learning About AI](#)
[City of San Jose v. Superior Court \(2017\) 2 Cal.5th 608](#)
[City of Ontario v. Quon et al. \(2010\) 000 U.S. 08-1332](#)
[Guidelines for AI integration throughout education in the commonwealth of Virginia](#)
[2024 National Education Technology Plan](#)
[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)
[California Governor's Office of Emergency Services](#)
[CSBA District and County Office of Education Legal Services](#)
[Federal Communications Commission](#)
[American Library Association](#)
[California Department of Education](#)
[CSBA](#)
[U.S. Department of Education](#)

Cross References

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[District Technology Plan](#)
[District And School Websites](#)
[District And School Websites](#)
[District And School Websites](#)
[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Access To District Records](#)
[Access To District Records](#)
[Superintendent's Contract](#)
[Equipment](#)
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[District Records](#)
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[Reasonable Accommodation](#)
[Dismissal/Suspension/Disciplinary Action](#)
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[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
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[Professional Standards](#)
[Professional Standards](#)

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4119.25	Political Activities Of Employees
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4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4136-E PDF(1)	Nonschool Employment
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sex Discrimination and Sex-Based Harassment
4219.11	Sex Discrimination and Sex-Based Harassment
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4236	Nonschool Employment
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5125	Student Records
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5125.1	Release Of Directory Information
5131.9	Academic Honesty
6162.6	Use Of Copyrighted Materials

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Policy 5144.1: Suspension And Expulsion/Due Process

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Reviewed Date:** 06/05/2020

The Governing Board expects provide Eden Area Regional Occupational Program (Eden Area ROP) students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Governing Board shall develop rules and regulations setting the standards of behavior expected of Eden Area ROP students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

~~{cf. 5131 – Conduct}~~

~~{cf. 5131.1 – Bus Conduct}~~

~~{cf. 5131.2 – Bullying}~~

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within the Eden Area ROP or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

~~{cf. 5112.5 – Open/Closed Campus}~~

4. During, going to, or coming from a school-sponsored activity

Eden Area ROP staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the Eden Area ROP's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

~~{cf. 5138 – Conflict Resolution/Peer-Mediation}~~

~~{cf. 5144 – Discipline}~~

~~{cf. 6142.4 – Service Learning/Community Service Classes}~~

~~{cf. 6164.2 – Guidance/Counseling Services}~~

~~{cf. 6164.5 – Student Success Teams}~~

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled ~~for~~ based solely on a student's truancy, tardiness, or absenteeism from assigned school activities. (Education Code 48900)

(cf. 5113 – Absences and Excuses)

(cf. 5113.1 – Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Due Process

The Governing Board shall provide for the fair and equitable treatment of students facing suspension by affording ~~them~~ ~~their~~ ~~the students~~ due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 – Students Expelled from Other Districts)

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

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Governing Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the type of firearm involved, as required pursuant to 20 USC 7961.

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

State References

Civ. Code 47

Civ. Code 48.8

Code of Civil Procedure 1985-1997

Ed. Code 17292.5

Ed. Code 1981-1983

Ed. Code 212.5

Ed. Code 233

Ed. Code 32260-32262

Ed. Code 35145

Ed. Code 35146

Ed. Code 35291

Ed. Code 35291.5

Ed. Code 48645.5

Ed. Code 48660-48666

Ed. Code 48853-48853.5

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[Privileged communication](#)

[Defamation liability](#)

[Production of evidence; means of production](#)

[Program for expelled students; facilities](#)

[Enrollment of students in community school](#)

[Sexual harassment](#)

[Hate violence](#)

[Interagency School Safety Demonstration Act of 1985](#)

[Open board meetings](#)

[Closed sessions regarding suspensions](#)

[Rules for government and discipline of schools](#)

[Rules and procedures on school discipline](#)

[Former juvenile court school students; enrollment](#)

[Community day schools](#)

[Foster youth](#)

State References

Ed. Code 48900-48927
Ed. Code 48950
Ed. Code 48980
Ed. Code 49073-49079
Ed. Code 52052
Ed. Code 52059.5-52077
Ed. Code 64000-64001
Ed. Code 8489-8489.1
Gov. Code 11455.20
Gov. Code 54950-54963
H&S Code 11014.5
H&S Code 11053-11059
Lab. Code 230.7
Pen. Code 240
Pen. Code 241.2
Pen. Code 242
Pen. Code 243.2
Pen. Code 243.4
Pen. Code 245
Pen. Code 245.6
Pen. Code 261
Pen. Code 266c
Pen. Code 286
Pen. Code 287
Pen. Code 288
Pen. Code 289
Pen. Code 31
Pen. Code 417.27
Pen. Code 422.55
Pen. Code 422.6
Pen. Code 422.7
Pen. Code 422.75
Pen. Code 626.10
Pen. Code 626.2
Pen. Code 626.9
Pen. Code 868.5
W&I Code 224.1
W&I Code 729.6

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[Parent/Guardian notifications](#)
[Privacy of student records](#)
[Numerically significant student subgroups](#)
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[Gun-Free School Zone Act of 1995](#)
[Supporting person; attendance during testimony of witness](#)
[Indian child; definition](#)
[Counseling](#)

Federal References

18 USC 921

20 USC 1415(K)

20 USC 7961

42 USC 11431-11435

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Definitions; firearms and ammunition

Students with disabilities; placement in alternative educational setting

Gun-Free Schools Act

Education of homeless children and youths

Management Resources References

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Description

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

84 Ops.Cal.Atty.Gen. 146 (2001)

Court Decision

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Court Decision

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

Court Decision

Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807

Court Decision

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

Court Decision

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Court Decision

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub

[Resource on Confronting Racial Discrimination in Student Discipline, May 2023](#)

U.S. DOE Publication

[School Climate and Student Discipline Resources](#)

U.S. DOE Publication

[Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[U.S. Department of Education, Office of Safe and Healthy Students](#)

Website

[California Attorney General's Office](#)

Website

[California Department of Education](#)

Website

[CSBA](#)

Website

[U.S. Department of Education, Office for Civil Rights](#)**Cross References**

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Regulation 5144.1: Suspension And Expulsion/Due Process

Status: DRAFT

Original Adopted Date: 02/03/2022 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 9-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in **the section** "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet **web site** **website**, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet ~~web site~~ website created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered pervasive conduct solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

When a student has been suspended, or other means of correction have been implemented against the student, for an incident of racist bullying, harassment, or intimidation, the principal or designee may, as appropriate, engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying out the crime. (Education Code 48900.7)

A student may not be suspended or expelled for disruption or willful defiance. (Education Code 48900)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against Eden Area Regional Occupational Program (Eden Area ROP) personnel or students that is sufficiently severe or pervasive to have the actual and

reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as Items #1-19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend has suspended the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either requested by the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension upon a student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The Eden Area ROP may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school for the conference. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian, or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

4. In addition, the notice **may shall** state the date and time when the student may return to school.
5. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the

county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Maintenance of Records

The Eden Area ROP shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from the Eden Area ROP. (Education Code 48915.1)

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

State References

Description

Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Code of Civil Procedure 1985-1997	Production of evidence; means of production
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules for government and discipline of schools
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication

State References

Ed. Code 48980
Ed. Code 49073-49079
Ed. Code 52052
Ed. Code 52059.5-52077
Ed. Code 64000-64001
Ed. Code 8489-8489.1
Gov. Code 11455.20
Gov. Code 54950-54963
H&S Code 11014.5
H&S Code 11053-11059
Lab. Code 230.7
Pen. Code 240
Pen. Code 241.2
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Pen. Code 243.4
Pen. Code 245
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Pen. Code 261
Pen. Code 266c
Pen. Code 286
Pen. Code 287
Pen. Code 288
Pen. Code 289
Pen. Code 31
Pen. Code 417.27
Pen. Code 422.55
Pen. Code 422.6
Pen. Code 422.7
Pen. Code 422.75
Pen. Code 626.10
Pen. Code 626.2
Pen. Code 626.9
Pen. Code 868.5
W&I Code 224.1
W&I Code 729.6

Federal References

18 USC 921
20 USC 1415(K)

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[Consolidated application](#)
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[Assault defined](#)
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[Enhanced penalties for hate crimes](#)
[Dirks, daggers, knives, razors, or stun guns](#)
[Entry upon campus after written notice of suspension or dismissal without permission](#)
[Gun-Free School Zone Act of 1995](#)
[Supporting person; attendance during testimony of witness](#)
[Indian child; definition](#)
[Counseling](#)

Description

Definitions; firearms and ammunition
Students with disabilities; placement in alternative educational setting

Federal References

20 USC 7961

42 USC 11431-11435

Description

Gun-Free Schools Act

Education of homeless children and youths

Management Resources References

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Description

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

84 Ops.Cal.Atty.Gen. 146 (2001)

Court Decision

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Court Decision

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

Court Decision

Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807

Court Decision

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

Court Decision

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Court Decision

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub

[Resource on Confronting Racial Discrimination in Student Discipline, May 2023](#)

U.S. DOE Publication

[School Climate and Student Discipline Resources](#)

U.S. DOE Publication

[Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[U.S. Department of Education, Office of Safe and Healthy Students](#)

Website

[California Attorney General's Office](#)

Website

[California Department of Education](#)

Website

[CSBA](#)

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[U.S. Department of Education, Office for Civil Rights](#)**Cross References**

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[Unmanned Aircraft Systems \(Drones\)](#)

Cross References**Description**

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5145.3	Nondiscrimination/Harassment
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5145.6	Parent/Guardian Notifications
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5145.7	Sex Discrimination and Sex-Based Harassment
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Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities)

Status: DRAFT

Original Adopted Date: 04/07/2022 | Last Revised Date: 05/04/2023 | Last Reviewed Date: 05/04/2023

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 – Suspension and And Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

The Superintendent, principal, or designee may suspend a student with a disability from school for up to 10 five consecutive school days, unless the suspension has been extended following a recommendation for a single incident of misconduct, and expulsion. (Education Code 48911).

A student may usually be suspended from school for up to 20 cumulative school days, or 30 cumulative school days as permitted by Education Code 48903, in a school year, as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from the student's current educational placement for disciplinary reasons constitutes a change of placement.

A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The A decision has been made that would result in the removal is of the student for more than 10 consecutive school days
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. a. The series of removals total more than 10 school days in a school year
 - b. b. The student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals
 - c. c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another

If a student's removal is determined to be a change of placement as specified in Items #1-2 above, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the Eden Area ROP to provide the student with transportation, the Eden Area ROP shall provide the student with an alternative form of transportation at no cost to the student or the student's parent/guardian when, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEM has been suspended during the school year.

Interim Alternative Educational Placement Due to Dangerous Behavior

The Eden Area ROP may unilaterally place a student with a disability in an appropriate interim alternative

educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. ~~1.~~ Carries or possesses a weapon, as defined in 18 USC 930
2. ~~2.~~ Knowingly possesses or uses illegal drugs
3. ~~3.~~ Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. ~~4.~~ Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from the student's current placement because of dangerous behavior shall be referred to the student's resident district/school.

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in ~~AR~~Administrative Regulation 5144.1 - Suspension ~~and~~And Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the Superintendent or designee shall require the law enforcement official to certify in writing that the student's information or records will not be disclosed to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the Eden Area ROP's code of student conduct may nevertheless assert any of the protections under IDEA, if the Eden Area ROP had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. ~~1.~~ The parent/guardian, in writing, has expressed concern to Eden Area ROP supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services
2. ~~2.~~ The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311
3. ~~3.~~ The teacher of the student or other Eden Area ROP personnel has expressed specific concerns directly to the Eden Area ROP's director of special education or other supervisory Eden Area ROP personnel about a pattern of behavior demonstrated by the student

However, the Eden Area ROP shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the Eden Area ROP determined that the student was not an individual with a disability. (20 USC 1415(k)(5); 34 CFR 300.534)

When the Eden Area ROP is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

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

policy.

State References

Ed. Code 35146
Ed. Code 35291
Ed. Code 48203
Ed. Code 48853.5
Ed. Code 48900-48925
Ed. Code 49076
Ed. Code 56000
Ed. Code 56320
Ed. Code 56321
Ed. Code 56329
Ed. Code 56340-56347
Ed. Code 56505
Ed. Code 56521.2
Pen. Code 245
Pen. Code 626.10
Pen. Code 626.2
Pen. Code 626.9

Federal References

18 USC 1365
18 USC 930
20 USC 1412
20 USC 1414
20 USC 1415
21 USC 812
29 USC 794
34 CFR 104.35
34 CFR 104.36
34 CFR 300.1-300.818
34 CFR 300.530-300.537

Management Resources References

Court Decision
Court Decision
Court Decision
Court Decision
Federal Register

Description

[Closed sessions regarding suspensions](#)
[Rules of governing board](#)
[Reports of severance of attendance of disabled students](#)
[Foster youth and Indian child's representatives' right to receive notices](#)
[Suspension and expulsion](#)
[Access to student records](#)
[Special education; legislative findings and declarations](#)
[Educational needs; requirements](#)
[Development or revision of individualized education program](#)
[Independent educational assessment](#)
[Individualized education program teams](#)
[State hearing](#)
[Behavioral interventions](#)
[Assault with deadly weapon](#)
[Dirks, daggers, knives, razors, or stun guns](#)
[Entry upon campus after written notice of suspension or dismissal without permission](#)
[Gun-Free School Zone Act of 1995](#)

Description

Serious bodily injury
Weapons
State eligibility
Evaluations, eligibility determinations, individualized education programs, and educational placements
Procedural safeguards
Schedule of controlled substances
Rehabilitation Act of 1973; Section 504
Evaluation and placement
Procedural safeguards
Assistance to states for the education of students with disabilities
Discipline procedures

Description

Honig v. Doe (1988) 484 U.S. 305
M.P. v. Governing Board of Grossmont Union High School District (1994) 858 F.Supp. 1044
Parents of Student W. v. Puyallup School District (1994 9th Cir.) 31 F.3d 1489
Schaffer v. Weast (2005) 546 U.S. 49
Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

Management Resources References**Description**

Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on Implementation of IDEA Discipline Provisions, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Dear Colleague Letter on Ensuring Equity and Providing Behavioral Support to Students with Disabilities, August 2016
Ofc of Special Education & Rehabilitative Svcs Pub	Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022
Ofc of Special Education & Rehabilitative Svcs Pub	Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022
Office of Administrative Hearings	Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917
U.S. DOE & U.S. DOJ Civil Rights Divisions Pub	Resource on Confronting Racial Discrimination in Student Discipline, May 2023
U.S. DOE Publication	Guiding Principles for Creating Safe, Inclusive, Supportive, and Fair School Climates, March 2023
U.S. DOE, Office for Civil Rights Publication	Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References**Description**

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3513.4	Drug And Alcohol Free Schools
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.62	Tobacco
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments

Cross References

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5144.1

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5145.6

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6163.4

6163.4

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6163.4-E(1)

9321

9321-E(1)

9321-E(2)

Description[Positive School Climate](#)[Discipline](#)[Discipline](#)[Suspension And Expulsion/Due Process](#)[Suspension And Expulsion/Due Process](#)[Required Parental Attendance](#)[Required Parental Attendance](#)[Freedom Of Speech/Expression](#)[Freedom Of Speech/Expression](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Sex Discrimination and Sex-Based Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Hate-Motivated Behavior](#)[Extracurricular And Cocurricular Activities](#)[Extracurricular And Cocurricular Activities](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Student Use Of Technology](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)

Policy 6112: School Day

Status: DRAFT

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

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

~~(cf. 6111 – School Calendar)~~

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

~~(cf. 6158 – Independent Study)~~

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

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

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

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

State References

Description

Ed. Code 37202	Equal time in all schools
Ed. Code 37670	Year-round schools
Ed. Code 46010	Total days of attendance
Ed. Code 46100	Length of school day
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46120	Expanded learning opportunities
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 46148	School day for middle and high school
Ed. Code 46160-46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46170	Continuation schools; minimum day
Ed. Code 46180	Opportunity schools; minimum day
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 48200	Compulsory full-time education
Ed. Code 48663	Community day school; minimum school day
Ed. Code 48800-48802	Concurrent enrollment in community college
Ed. Code 49056	Recess

State References

Ed. Code 51222

Ed. Code 51720-51724

Ed. Code 51760-51769.5

Ed. Code 52325

Ed. Code 8970-8974

Description[Physical education; instructional minutes](#)

Evening high school for minors

[Work experience education](#)[Regional occupational center; minimum day](#)[Early primary program, including extended-day kindergarten](#)**Management Resources References**

California Department of Education Publication

California Department of Education Publication

State Board of Education Policy Statement

Website

Website

Website

Website

Website

Website

WestEd Publication

Description[Conducting Individualized Determinations of Need](#)[AA & IT Independent Study FAQs](#)

99-03 Physical Education (PE) Requirements for Block Schedules, July 2006

[CSBA District and County Office of Education Legal Services](#)[WestEd](#)[National Association for Sport and Physical Education](#)[State Board of Education](#)[U.S. Department of Education](#)[California Department of Education](#)

Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005

Cross References

3516.5

5113

5113

5141.22

5141.22

5145.6

5145.6-E(1)

6000

6111

6145.8

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6178.1

6178.1

6200

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Description[Emergency Schedules](#)[Absences And Excuses](#)[Absences And Excuses](#)[Infectious Diseases](#)[Infectious Diseases](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Concepts And Roles](#)[School Calendar](#)[Assemblies And Special Events](#)[Homework/Makeup Work](#)[Work-Based Learning](#)[Work-Based Learning](#)[Adult Education](#)[Meetings And Notices](#)

Regulation 6112: School Day

Status: DRAFT

Original Adopted Date: Pending

Grades 9-12

The school day for a high school shall begin no earlier than 8:30 a.m. (Education Code 46148)

The school day for students in grades 9-12, including students in the independent study program, shall be at least 240 minutes. (Education Code 46141, 46142)

However, the school day may be less than 240 minutes when authorized by law. Programs that have a minimum school day of 180 minutes include, but are not necessarily limited to:

1. Continuation high school or classes (Education Code 46141, 46170)
2. Opportunity school or classes (Education Code 46141, 46180)
3. Regional occupational center (Education Code 46141, 52325)
4. Work experience education program approved pursuant to Education Code 51760-51769.5 (Education Code 46141, 46144)

A student in grade 12 who is enrolled in work experience education and is in the last semester or quarter before graduation may, upon written request by the student's parent/guardian or the student, if 18 years of age or over, be permitted to attend school for less than 180 minutes per school day if all requirements for graduation would be completed, except physical education courses, in less than 180 minutes each day. (Education Code 46147)

5. Concurrent enrollment in a community college pursuant to Education Code 48800-48802 or, for students in grades 11-12, part-time enrollment in classes of the California State University or University of California, provided academic credit will be awarded upon satisfactory completion of enrolled courses (Education Code 46146)
6. An early college high school or middle college high school, provided the students are enrolled in community college or college classes in accordance with Item #5 above (Education Code 46141, 46146.5)
7. Special day or Saturday vocational training program conducted under a federally approved plan for career technical education (Education Code 46141, 46144)

For an evening high school operated pursuant to Education Code 51720-51724, the number of days, specific days of the week, and number of hours during which the program shall be in session may be determined by the Board. (Education Code 46141, 51721)

Students in grade 12 shall be enrolled in at least five courses each semester or the equivalent number of courses each quarter. This requirement shall not apply to students enrolled in regional occupational centers or programs, courses at accredited postsecondary institutions, independent study, special education programs in which the student's individualized education program establishes a different number of courses, continuation education classes, work experience education programs, or any other course of study authorized by the Board that is equivalent to the approved high school course of study. (Education Code 46145)

Alternative Block Schedule for Secondary Schools

In order to establish a block or other alternative schedule or to accommodate career technical education and regional occupational center/program courses, the district may authorize students to attend fewer than the total number of days in which school is in session provided that students attend classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period. (Education Code 46160)

An early college high school or middle college high school may be scheduled so that students attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period. (Education Code 46160)

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

State References

Ed. Code 37202	Equal time in all schools
Ed. Code 37670	Year-round schools
Ed. Code 46010	Total days of attendance
Ed. Code 46100	Length of school day
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46120	Expanded learning opportunities
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 46148	School day for middle and high school
Ed. Code 46160-46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 46170	Continuation schools; minimum day
Ed. Code 46180	Opportunity schools; minimum day
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 48200	Compulsory full-time education
Ed. Code 48663	Community day school; minimum school day
Ed. Code 48800-48802	Concurrent enrollment in community college
Ed. Code 49056	Recess
Ed. Code 51222	Physical education; instructional minutes
Ed. Code 51720-51724	Evening high school for minors
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52325	Regional occupational center; minimum day
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten

Management Resources References

California Department of Education Publication	Conducting Individualized Determinations of Need
California Department of Education Publication	AA & IT Independent Study FAQs
State Board of Education Policy Statement	99-03 Physical Education (PE) Requirements for Block Schedules, July 2006
Website	CSBA District and County Office of Education Legal Services
Website	WestEd
Website	National Association for Sport and Physical Education
Website	State Board of Education
Website	U.S. Department of Education
Website	California Department of Education
WestEd Publication	Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005

Cross References

3516.5	Emergency Schedules
5113	Absences And Excuses

Cross References

5113

5141.22

5141.22

5145.6

5145.6-E(1)

6000

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6178.1

6178.1

6200

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Description[Absences And Excuses](#)[Infectious Diseases](#)[Infectious Diseases](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Concepts And Roles](#)[School Calendar](#)[Assemblies And Special Events](#)[Homework/Makeup Work](#)[Work-Based Learning](#)[Work-Based Learning](#)[Adult Education](#)[Meetings And Notices](#)

Policy 6163.4: Student Use Of Technology

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board believes that effective use of technology is integral to the education and development of students. In order to promote digital citizenship, the Board recognizes that students must have access to the latest digital tools and receive instruction that allows students to positively engage with technology in ways that respect human rights and avoids Internet dangers. Technological resources provided to students, including technology based on artificial intelligence (AI), shall be aligned to Eden Area Regional Occupational Goals (Eden Area ROP) goals, objectives, and academic standards. The use of technology shall augment the use of Board adopted instructional materials.

The Governing Board intends that technological resources provided by the district Eden Area ROP be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use. Students shall be allowed to use such technology, including AI technology, in accordance with Eden Area ROP policies, including, but not limited to, policies on academic honesty, data privacy, nondiscrimination, and copyright protections. All students using these resources shall receive instruction in the proper and appropriate use of technology. Such instruction shall incorporate students' responsibilities regarding academic honesty, honoring copyright provisions, assessing the reliability and accuracy of information, protecting personal data, and the potential for biases and errors in artificially generated content.

(cf. 0440 – District Technology Plan)

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District-Sponsored Social Media)

(cf. 4040 – Employee Use of Technology)

(cf. 6163.1 – Library Media Centers)

Eden Area ROP technology includes, but is not limited to, computer hardware, software, or software as a service provided or paid for by the Eden Area ROP, whether accessed on or off site or through Eden Area ROP-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the Internet; email; applications (apps), including AI apps; telephones, cellular telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios.

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of Eden Area Regional Occupational Program (Eden Area ROP) technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this Governing Board policy and the Eden Area ROP's Acceptable Use Agreement.

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

Before a student is authorized to use Eden Area ROP technology, the student and his/her the student's parent/guardian shall sign and return the Acceptable Use Agreement. In that agreement, the student and parent/guardian shall agree not to hold the Eden Area ROP or any Eden Area ROP staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the Eden Area ROP and Eden Area ROP staff for any damages or costs incurred.

(cf. 6162.6 – Use of Copyrighted Materials)

The Eden Area ROP reserves the right to monitor student use of technology within the jurisdiction of the Eden Area ROP without advance notice or consent. Students shall be informed that ~~their~~ the use of Eden Area ROP technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications as defined above, is not private and may be accessed by the Eden Area ROP for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in the use of the Eden Area ROP technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, Eden Area ROP policy, or school rules.

~~(cf. 5145.12 – Search and Seizure)~~

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any Eden Area ROP student in accordance with Education Code 49073.6 and BP/AR Board Policy/Administrative Regulation 5125 - Student Records.

~~(cf. 5125 – Student Records)~~

Whenever a student is found to have violated ~~Governing Board~~ board policy or the Eden Area ROP's Acceptable Use Agreement, the Superintendent or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the Eden Area ROP's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and ~~Governing Board~~ board policy.

~~(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)~~

~~(cf. 5144 – Discipline)~~

~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

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

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using Eden Area ROP technology and to help ensure that the Eden Area ROP adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all Eden Area ROP computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 7131; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

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

The Eden Area ROP's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. ~~1.~~ Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

~~(cf. 5131 – Conduct)~~

~~(cf. 5131.2 – Bullying)~~

~~(cf. 5145.3 – Nondiscrimination/Harassment)~~

(cf. 5145.7 – Sexual Harassment)

(cf. 5145.9 – Hate-Motivated Behavior)

2. ~~2.~~ Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy Eden Area ROP equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. ~~3.~~ Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the Eden Area ROP's processes and procedures related to the protection of the Eden Area ROP's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and monitoring suspicious and/or threatening digital media content, in accordance with Board Policy 5125 – Student Records.

The Superintendent or designee may provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

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

State References

Civ. Code 3120-3123
Ed. Code 49073.6
Ed. Code 51006
Ed. Code 51007
Ed. Code 60044
Pen. Code 313
Pen. Code 502
Pen. Code 632
Pen. Code 653.2

Description

Digital equity bill of rights
[Student records; social media](#)
[Computer education and resources](#)
[Programs to strengthen technological skills](#)
[Prohibited instructional materials](#)
[Harmful matter](#)
[Computer crimes; remedies](#)
[Eavesdropping on or recording confidential communications](#)
[Electronic communication devices; threats to safety](#)

Federal References

15 USC 6501-6506
16 CFR 312.1-312.12
20 USC 7101-7122
20 USC 7131
47 CFR 54.520
47 USC 254

Description

Children's Online Privacy Protection Act
Children's Online Privacy Protection Act
Student Support and Academic Enrichment Grants
Internet Safety
Internet safety policy and technology protection measures; E-rate discounts
Universal service discounts (E-rate)

Management Resources References

California Department of Education Publication
Court Decision
CSBA Publication
Federal Trade Commission Publication

Description

[Artificial Intelligence: Learning With AI Learning About AI](#)
New Jersey v. T.L.O. (1985) 469 U.S. 325
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

Management Resources References

U.S. Department of Education Publication
USDOE Office of Educational Technology
Publication
Website
Website
Website
Website
Website
Website
Website
Website
Website
Website

Description

[2024 National Education Technology Plan](#)
[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)
[California Governor's Office of Emergency Services](#)
[CSBA District and County Office of Education Legal Services](#)
[California Coalition for Children's Internet Safety](#)
[Center for Safe and Responsible Internet Use](#)
[Federal Trade Commission, Children's Online Privacy Protection](#)
[American Library Association](#)
[Federal Communications Commission](#)
[California Department of Education](#)
[U.S. Department of Education](#)
[CSBA](#)

Cross References

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0440
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3512
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4040
4040-E(1)
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5131.9
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Description

[District Technology Plan](#)
[District Technology Plan](#)
[District And School Websites](#)
[District And School Websites](#)
[District And School Websites](#)
[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Fees And Charges](#)
[Fees And Charges](#)
[Equipment](#)
[Equipment](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Employee Use Of Technology](#)
[Staff Development](#)
[Staff Development](#)
[Student Records](#)
[Student Records](#)
[Withholding Grades, Diploma Or Transcripts](#)
[Conduct](#)
[Bullying](#)
[Bullying](#)
[Mobile Communication Devices](#)
[Academic Honesty](#)
[Discipline](#)
[Discipline](#)

Cross References

5144.1
5144.1
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5145.12
5145.3
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6162.6
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Description

[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process](#)
[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)
[Search And Seizure](#)
[Nondiscrimination/Harassment](#)
[Nondiscrimination/Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Sex Discrimination and Sex-Based Harassment](#)
[Hate-Motivated Behavior](#)
[Homework/Makeup Work](#)
[Use Of Copyrighted Materials](#)
[Research](#)
[Research](#)

Exhibit 6163.4-E(1): Student Use Of Technology

Status: DRAFT

Original Adopted Date: 06/05/2020 | Last Reviewed Date: 06/05/2020

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

The Eden Area Regional Occupational Program (Eden Area ROP) authorizes students to use technology ~~owned or otherwise provided by the Eden Area ROP as necessary for instructional purposes~~ defined in Board Policy 6163.4 – Student Use of Technology. The use of Eden Area ROP technology is a privilege permitted at the Eden Area ROP's discretion and is subject to the conditions and restrictions set forth in applicable ~~Governing Boardboard~~ policies, administrative regulations, and this ~~Acceptable Use~~ Agreement. The Eden Area ROP reserves the right to suspend access at any time, without notice, for any reason.

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

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

Each student who is authorized to use Eden Area ROP technology and ~~his/her~~ the student's parent/guardian shall sign this ~~Acceptable Use~~ Agreement, ~~as an indication~~ which indicates that ~~they have~~ the student has read and understands the ~~a~~ Agreement and Board Policy 6163.4 – Student Use of Technology.

Definitions

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

Student Obligations and Responsibilities

Students are expected to use Eden Area ROP technology safely, responsibly, and for educational purposes only, ~~and in accordance with the accompanying board policy and applicable copyright laws~~. The student in whose name Eden Area ROP technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, students shall not attempt to access any data, documents, emails, or programs in the Eden Area ROP's system for which they do not have authorization.

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

1. Access, post, display, ~~create~~, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying")
3. Disclose, use, or disseminate personal identification information (such as name, address, email, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person
4. ~~Share confidential information or personally identifiable information with an open artificial intelligence (AI) system of themselves, another student, staff member, or other person~~

5. Adjust the privacy settings on any technology tool or AI app unless directed to do so by a teacher or staff member
6. Violate the direction of teachers or other staff members, age restrictions, or the intended use of the technology
7. Infringe on copyright, license, trademark, patent, or other intellectual property rights
8. Intentionally disrupt or harm Eden Area ROP technology or other Eden Area ROP operations (such as destroying Eden Area ROP equipment, placing a virus on Eden Area ROP computers, adding or removing a computer program without permission from a teacher or other Eden Area ROP personnel, changing settings on shared computers)
9. Install unauthorized software
10. "Hack" into the system to manipulate data of the Eden Area ROP or other users
11. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or Eden Area ROP practice

Privacy

Since the use of Eden Area ROP technology is intended for educational purposes, students shall not have any expectation of privacy in any use of Eden Area ROP technology.

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

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

Personally Owned Devices

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

Reporting

If a student becomes aware of any security problem (such as including, but not limited to, a cyberattack, phishing, or any compromise of the confidentiality of any login or account information), or misuse of Eden Area ROP technology, he/she the student shall immediately report such information to the teacher or other Eden Area ROP personnel.

Consequences for Violation

Violations of the law, Governing Board policy, or this Agreement may result in revocation of a student's access to Eden Area ROP technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Governing Board policy, or this Agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and Eden Area ROP policies and regulations governing the use of Eden Area ROP technology. I understand that there

is no expectation of privacy when using Eden Area ROP technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: _____ Grade: _____
(Please print)
School: _____
Signature: _____ Date: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the **Acceptable Use Agreement**.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the **Acceptable Use Agreement**. By signing this Acceptable Use Agreement, I give permission for my child to use Eden Area ROP technology and/or to access the school's computer network and the Internet. I understand that, despite the Eden Area ROP's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, Eden Area ROP, and Eden Area ROP personnel and the Board against all claims, damages, and costs that may result from my child's use of Eden Area ROP technology or the failure of any technology protection measures used by the Eden Area ROP. Further, I accept full responsibility for supervision of my child's use of his/her my child's access account if and when such access is not in the school setting.

Name: _____ Date: _____
(Please print)
Signature: _____

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

State References

Civ. Code 3120-3123

Ed. Code 49073.6

Ed. Code 51006

Ed. Code 51007

Ed. Code 60044

Pen. Code 313

Pen. Code 502

Pen. Code 632

Pen. Code 653.2

Description

Digital equity bill of rights

[Student records; social media](#)

[Computer education and resources](#)

[Programs to strengthen technological skills](#)

[Prohibited instructional materials](#)

[Harmful matter](#)

[Computer crimes; remedies](#)

[Eavesdropping on or recording confidential communications](#)

[Electronic communication devices; threats to safety](#)

Federal References

15 USC 6501-6506

16 CFR 312.1-312.12

20 USC 7101-7122

20 USC 7131

47 CFR 54.520

47 USC 254

Description

Children's Online Privacy Protection Act

Children's Online Privacy Protection Act

Student Support and Academic Enrichment Grants

Internet Safety

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

Universal service discounts (E-rate)

Management Resources References

California Department of Education Publication

Court Decision

Description

[Artificial Intelligence: Learning With AI Learning About AI](#)

New Jersey v. T.L.O. (1985) 469 U.S. 325

Management Resources References

CSBA Publication
Federal Trade Commission Publication
U.S. Department of Education Publication
USDOE Office of Educational Technology Publication
Website
Website
Website
Website
Website
Website
Website
Website
Website
Website

Description

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000
[2024 National Education Technology Plan](#)
[Artificial Intelligence and the Future of Teaching and Learning: Insights and Recommendations, May 2023](#)
[California Governor's Office of Emergency Services](#)
[CSBA District and County Office of Education Legal Services](#)
[California Coalition for Children's Internet Safety](#)
[Center for Safe and Responsible Internet Use](#)
[Federal Trade Commission, Children's Online Privacy Protection](#)
[American Library Association](#)
[Federal Communications Commission](#)
[California Department of Education](#)
[U.S. Department of Education](#)
[CSBA](#)

Cross References

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[Withholding Grades, Diploma Or Transcripts](#)
[Conduct](#)
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[Bullying](#)
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[Academic Honesty](#)

Cross References

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Description[Discipline](#)[Discipline](#)[Suspension And Expulsion/Due Process](#)[Suspension And Expulsion/Due Process](#)[Suspension And Expulsion/Due Process \(Students With Disabilities\)](#)[Search And Seizure](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Sex Discrimination and Sex-Based Harassment](#)[Hate-Motivated Behavior](#)[Homework/Makeup Work](#)[Use Of Copyrighted Materials](#)[Research](#)[Research](#)

Bylaw 9010: Public Statements

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes the responsibility of Governing Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the Eden Area Regional Occupational Program (Eden Area ROP), and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding Eden Area ROP issues, Governing Board members are expected to respect the authority of the Governing Board to choose its representatives to communicate its positions and to abide by established protocols.

Board Spokesperson

All public statements authorized to be made on behalf of the Governing Board shall be made by the Governing Board president or, if appropriate, by the Superintendent or, with respect to a specific issue or topic, other designated representative as designated by the Board or Board president.

(cf. 2110 – Superintendent Responsibilities and Duties)

(cf. 9121 – President)

(cf. 9200 – Limits of Board Member Authority)

When speaking for the Eden Area ROP, the Governing Board encourages its spokespersons to Board, a spokesperson shall exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Governing Board's leadership.

Governing Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Governing Board or by law. (Government Code 54963)

(cf. 9005 – Governance Standards)

(cf. 9011 – Disclosure of Confidential/Privileged Information)

Statements by Individual Board Members

When speaking to community groups, members of the public, or the media, individual Governing Board members should recognize that their statements may be perceived as reflecting the views and positions of the Governing Board. Governing Board members have a responsibility to identify when a viewpoint is held by an individual Board member rather than the Board as a whole. For example, a Board member may include a disclaimer on the Board member's personal social media account that the Board member is expressing personal viewpoints as such and not as the viewpoint those of the Governing Board or the Eden Area ROP.

(cf. 1100 – Communication with the Public)

(cf. 1112 – Media Relations)

In addition, the Governing Board encourages members who participate on social networking sites, blogs, or other discussionopt to express their opinions on Eden Area ROP matters, whether in-person or informational sites online, are expected to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for Eden Area ROP students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District-Sponsored Social Media)

(cf. 1340 – Access to District Records)

(cf. 9012 – Board Member Electronic Communications)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority

for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Ed. Code 35010
Gov. Code 54960
Gov. Code 54963
Gov. Code 7920.000-7930.170

Description

[Control of district; prescription and enforcement of rules](#)
[Actions to stop or prevent violation of meeting provisions](#)
[Unauthorized disclosure of confidential information](#)
[California Public Records Act](#)

Management Resources References

Court Decision
Website
Website

Description

Lindke v. Freed (2024) 601 U.S. 187
[CSBA District and County Office of Education Legal Services](#)
[CSBA](#)

Cross References

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Bylaw 9012: Board Member Electronic Communications

Status: DRAFT

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

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the with each other, Eden Area ROP staff, and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for compliance with the Brown Act, the Board to deliberate outside of an agendaized Board meeting, circumvent the public's right to access records regarding Eden Area ROP business, or restrict access to a public forum Public Records Act, and other applicable laws.

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

Examples of permissible electronic communications concerning Eden Area ROP business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other. Additionally, Board members regarding matters that are within the subject matter jurisdiction of the Board or prohibited from using digital icons (e.g., such as "likes" or "emojis,") to that express reactions to communications made by other Board members regarding matters within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about Eden Area ROP business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

Board members shall make every effort to ensure that their electronic communications conform to Board Bylaw 9010 – Public Statements and shall forward any complaints or requests for information to the Superintendent in accordance with applicable Board bylaws.

Board members may use electronic communications to discuss matters that do not pertain to Eden Area ROP business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that the response does not necessarily reflect the views of the Board as a whole. The Board President and Superintendent will included in the response. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate Eden Area ROP process. As appropriate, communication received from the media shall be forwarded to the designated Eden Area ROP spokesperson.

To the extent possible, electronic communications regarding any Eden Area ROP -related business shall be transmitted through an Eden Area ROP provided device or account. When any such communication is transmitted through a Board member's personal device or account, the Board member shall copy the communication to an Eden Area ROP electronic storage device for easy retrieval.

This Bylaw does not apply to Board member electronic communications not related to Eden Area ROP business or not conducted by a Board member in the Board member's official capacity.

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

State References

Ed. Code 35140
 Ed. Code 35145
 Ed. Code 35145.5
 Ed. Code 35147
 Gov. Code 11135
 Gov. Code 54950-54963
 Gov. Code 54952.2
 Gov. Code 54953
 Gov. Code 54954.2
 Gov. Code 7920.000-7930.215

Description

[Time and place of meetings](#)
[Public meetings](#)
[Agenda; public participation and regulations](#)
[Open meeting laws exceptions](#)
[Prohibition of discrimination](#)
[The Ralph M. Brown Act](#)
[Meeting; defined](#)
[Meetings to be open and public; attendance](#)
[Agenda posting requirements; board actions](#)
[California Public Records Act](#)

Management Resources References

Attorney General Publication
 Court Decision
 Court Decision
 CSBA Publication
 CSBA Publication
 Website
 Website
 Website
 Website

Description

[The Brown Act: Open Meetings for Legislative Bodies, rev. 2003](#)
 Lindke v. Freed (2024) 601 U.S. 187
 City of San Jose v. Superior Court (2017) 2 Cal.5th 608
[Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017](#)
 The Brown Act: School Boards and Open Meeting Laws, rev. 2023
[CSBA District and County Office of Education Legal Services](#)
[CSBA, GAMUT Meetings](#)
[California Attorney General's Office](#)
[CSBA](#)

Cross References

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[Complaints Concerning District Employees](#)
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[Uniform Complaint Procedures](#)
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[Williams Uniform Complaint Procedures](#)
[Williams Uniform Complaint Procedures](#)
[Williams Uniform Complaint Procedures](#)
[Access To District Records](#)
[Access To District Records](#)

Cross References**Description**

3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3580	District Records
3580	District Records
9000	Role Of The Board
9005	Governance Standards
9010	Public Statements
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9323.2-E(1)	Actions By The Board

ACTION ITEMS

DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, and Exhibits

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date.

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

CURRENT SITUATION

The board policies, administrative regulations, exhibits and board bylaw listed below have been updated based on the feedback and discussion at the October 4, 2024 Governing Board meeting.

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

NUMBER	TYPE	TITLE	STATUS
0410	BP	Nondiscrimination in District Programs and Activities	Revise
1113	E(1)	District And School Websites	Amended
1312.3	BP	Uniform Complaint Procedures	Revise
1312.3	AR	Uniform Complaint Procedures	Revise
4030	BP	Nondiscrimination in Employment	Revise
4030	AR	Nondiscrimination in Employment	Revise
4033	BP	Lactation Accommodation	Revise
4119.11 4219.11 4319.11	BP	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
4119.11 4219.11 4319.11	AR	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
4119.12 4219.12 4319.12	AR	Title IX Sex Discrimination and Sex- Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
4119.12 4219.12 4319.12	E(1)	Title IX Sex Discrimination and Sex- Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise

4161 4261 4361	AR	Leaves	Revise
5145.3	BP	Nondiscrimination/Harassment	Revise
5145.3	AR	Nondiscrimination/Harassment	Revise
5145.7	BP	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
5145.7	AR	Sex Discrimination and Sex-Based Harassment (Previously Titled: Sexual Harassment)	Revise
5145.71	AR	Title IX Sex Discrimination and Sex- Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
5145.71	E(1)	Title IX Sex Discrimination and Sex- Based Harassment Complaint Procedures (Previously Titled: Title IX Sexual Harassment Complaint Procedures)	Revise
5146	BP	Married/Pregnant/Parenting Students	New

RECOMMENDATION

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

Policy 0410: Nondiscrimination In District Programs And Activities

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 12/07/2023 | **Last Reviewed Date:** 12/07/2023

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

This policy shall apply to all acts related to an Eden Area ROP activity or Eden Area ROP attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the Eden Area ROP.

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

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

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

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

Except for allegations of sex discrimination or sex-based harassment, allegations of unlawful discrimination in Eden Area ROP programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees. Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.

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

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

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

Access for Individuals with Disabilities

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

The Superintendent or designee shall ensure that the Eden Area ROP's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of Eden Area ROP services, programs, or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to Eden Area ROP websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to an Eden Area ROP-sponsored function, program, or meeting.

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

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Exhibit 1113-E(1): District And School Websites

Status: DRAFT

Original Adopted Date: 11/04/2021 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEBSITE

This exhibit is a non-exhaustive list of materials which the law explicitly requires be posted on Eden Area ROP websites. Other legal requirements may exist and may be identified in the future.

Materials to Prominently Display

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

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

1. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the Eden Area ROP's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
2. The Eden Area ROP's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
3. The Eden Area ROP's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
4. The Eden Area ROP's policy on preventing and responding to hate violence, if the Eden Area ROP has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
5. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
6. Information regarding Title IX prohibitions against discrimination based on a student's sex, including sex stereotypes, sex characteristics, gender, gender identity, sexual orientation, pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery, and parental, family, and marital status; that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education's Office for Civil Rights (OCR); the name and contact information of the Title IX Coordinator; how to locate the district's nondiscrimination policy and grievance procedures; how to report information about conduct that may constitute sex discrimination under Title IX; the rights of students and the public as specified in Education Code 221.8; the responsibilities of the Eden Area ROP under Title IX; web links to information about those rights and responsibilities on the websites of the Office for Equal Opportunity and OCR; a description of how to file a complaint of noncompliance under Title IX with specified components; and a link to Title IX information posted on the California Department of Education's (CDE) website (Education Code 221.6, 221.61, 234.6; 34 CFR 106.2, 106.8, 106.10). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.
7. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
8. Posters published by the California Civil Rights Department (CRD) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "The Rights of Employees Who Are Transgender or Gender Nonconforming," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950).

See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

Other Postings

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

9. The Eden Area ROP's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
 10. Contact information for the Eden Area ROP's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness (Education Code 48852.6). See AR 6173 - Education for Homeless Children.
 11. The section(s) of the Eden Area ROP's employee code of conduct addressing interactions with students. These section(s) or a link to them shall be posted on each school's website or, if a school does not have its own website, on the Eden Area ROP's website in a manner that is accessible to the public without a password. (Education Code 44050) See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
 12. The school's or Eden Area ROP's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5. The plan shall be posted on the school's website or, if the school does not have a website, then on the Eden Area ROP's website. (Education Code 17611.5). See AR 3514.2 Integrated Pest Management.
 13. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2). See BP 7150 - Site Selection And Development.
 14. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the Eden Area ROP's website.) In addition, if a school loses its WASC or other agency's accreditation, the Eden Area ROP and school shall post on their websites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.
 15. An age appropriate and culturally relevant digitized poster that identifies approaches and shares resources about student mental health, distributed to students online at the beginning of each school year (Education Code 49428.5). See BP 5141.5 - Mental Health
 16. If a provisional appointment is made to fill a governing board vacancy, notice of both the actual vacancy or the filing of a deferred resignation and the provisional appointment. Post within 10 days of making the provisional appointment (Education Code 5092). See BB 9223 - Filling Vacancies.
 17. The dangers associated with using synthetic drugs that are not prescribed by a physician, such as fentanyl, and of the possibility that dangerous synthetic drugs can be found in counterfeit pills (Education Code 48985.5).
 18. The annual report to CDE on the use of behavioral restraints and seclusion (Education Code 49006).
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Policy 1312.3: Uniform Complaint Procedures**Status:** DRAFT**Original Adopted Date:** 03/05/2020 | **Last Revised Date:** 12/07/2023 | **Last Reviewed Date:** 12/07/2023

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

Complaints Subject to UCP

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

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

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the Eden Area ROP, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

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

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer

a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with federal, state and local laws and regulations.

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

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

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

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

Non-UCP Complaints

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

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)
3. Any complaint alleging that a student, while in an education program or activity, was subjected to conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment, as defined in 34 CFR 106.2

Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.(34 CFR 106.2, 106.10, 106.11, 106.44)

4. Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the Eden Area ROP in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.

Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), or failure or refusal to implement or a due process hearing order to which the Eden Area ROP is subject, or a physical safety concern that interferes with the Eden Area ROP's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)
6. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities

conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Regulation 1312.3: Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 12/07/2023 | Last Reviewed Date: 12/07/2023

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

Compliance Officers

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

Principal _____
(title or position)

Educational Services Department _____
(unit or office)

26316 Hesperian Blvd. Hayward, CA 94545
(address)

(510) 293-2903 _____
(telephone number)

mmichaud@edenrop.org _____
(email)

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

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

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

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

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

Notifications

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

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

The notice shall include:

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

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 and 34 CFR 106.8 shall be posted on the Eden Area ROP website published in handbooks, catalogs, announcements, bulletins, and application forms.

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

If 15 percent or more of students enrolled speak a single primary language other than English, the Eden Area ROP's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code

234.1 and 48985. In all other instances, the Eden Area ROP shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

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

All complaints, except for those that allege sex discrimination, including sex-based harassment, shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Eden Area ROP staff shall assist in the filing of the complaint. (5 CCR 4600; 34 CFR 106.2)

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

1. A complaint alleging Eden Area ROP violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization (5 CCR 4600)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance

A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the Superintendent or designee.

3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred (5 CCR 4630)
4. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying (5 CCR 4630)
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination (5 CCR 4630)

The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

6. When a complaint alleging unlawful discrimination, harassment, intimidation, or bullying is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation
7. When a complainant of unlawful discrimination, harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the Eden Area ROP's ability to investigate the conduct or take other necessary action

When honoring a request for confidentiality, the Eden Area ROP shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

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

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

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

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

Investigation of Complaint

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

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

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

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

A complainant's refusal to provide the Eden Area ROP's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

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

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the Eden Area ROP's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination, harassment, intimidation, or bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant.

Investigation Report

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

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the Eden Area ROP is in compliance with the relevant law

3. Corrective action(s) whenever the Eden Area ROP finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the Eden Area ROP's investigation report to CDE, except when the Eden Area ROP has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

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

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

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

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

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

Corrective Actions

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

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

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

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

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

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

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

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

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

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

Appeals to the California Department of Education

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

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

1. The Eden Area ROP failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Eden Area ROP's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Eden Area ROP's investigation report are not supported by substantial evidence.
4. The legal conclusion in the Eden Area ROP's investigation report is inconsistent with the law.

5. In a case in which the Eden Area ROP found noncompliance, the corrective actions fail to provide a proper remedy.

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

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

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

Policy 4030: Nondiscrimination In Employment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

The Governing Board is determined to provide a safe, positive environment where all Eden Area Regional Occupational Program (Eden Area ROP) employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the Eden Area ROP to provide services, as applicable.

No Eden Area ROP employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race; color; ancestry; national origin; age; religious creed; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; physical or mental disability; medical condition; genetic information; veteran or military status; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The Eden Area ROP shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. (2 CCR 11028)

Unless otherwise provided for in law, the Eden Area ROP may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. However, the Eden Area ROP retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking adverse employment actions, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is offensive and so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination as specified in Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the Eden Area ROP's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an

employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision-making

The Board also prohibits retaliation against any Eden Area ROP employee who opposes any discriminatory employment practice by the Eden Area ROP or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the Eden Area ROP's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign release of the employee's claim or right to file a claim against the Eden Area ROP or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designee within one workday. All other employees shall report such incidents to their supervisor or designated district coordinator within one workday.

The Superintendent or designee shall use all appropriate means to reinforce the Eden Area ROP's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the Eden Area ROP's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the Eden Area ROP's employment practices and, as necessary, shall take action to ensure Eden Area ROP compliance with the nondiscrimination laws.

Any Eden Area ROP employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The Eden Area ROP shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the Eden Area ROP is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Regulation 4030: Nondiscrimination In Employment

Status: DRAFT

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

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or person contracted to provide services to the Eden Area Regional Occupational Program (Eden Area ROP) shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Eden Area ROP designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the Eden Area ROP's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the Eden Area ROP's nondiscrimination policies. The coordinator may be contacted at:

Human Resources Administrator

26316 Hesperian Blvd

Hayward, CA 94545

(510) 293-2916

mhenderson@edenrop.org

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in Eden Area ROP employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the Eden Area ROP has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment, including sex-based harassment, and the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)
2. Publicize the Eden Area ROP's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.8)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in staff lounges and other prominent locations
 - c. Posting them on the Eden Area ROP's website
3. Disseminate the Eden Area ROP's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)
 - a. Providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending the policy via email with an acknowledgment return form
 - c. Posting the policy on the Eden Area ROP intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy
4. Post in a prominent location on the Eden Area ROP's website and include in each handbook, catalog,

announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)

- a. The Eden Area ROP does not discriminate on the basis of sex in any education program or activity that it operates
- b. Inquiries about the application of Title IX may be referred to the Eden Area ROP's Title IX Coordinator and/or the U.S. Department of Education Office for Civil Rights
- c. The name or title, office and email address, and telephone number of the Eden Area ROP's Title IX Coordinator
- d. How to locate the Eden Area ROP's nondiscrimination policy and the Eden Area ROP's grievance procedures for Title IX complaints
- e. How to report conduct that may constitute sex discrimination under Title IX
- f. How to make a complaint of Title IX sex discrimination

If necessary due to the format or size of any publication specified above, the Eden Area ROP may include only the statement that the Eden Area ROP prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the Eden Area ROP's website.

The Eden Area ROP shall not distribute a publication stating that the Eden Area ROP treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

5. Provide to employees a handbook which contains information that clearly describes the Eden Area ROP's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
6. Provide training to employees, volunteers, and interns regarding the Eden Area ROP's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made, as well as any additional training as specified in 34 CFR 106.8 related to the prohibition of Title IX sex discrimination

The Eden Area ROP may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

7. Periodically review the Eden Area ROP's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure Eden Area ROP compliance with law and Board Policy 4111 – Recruitment and Selection
8. For any Eden Area ROP facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the Eden Area ROP's coordinator for Nondiscrimination in Employment, or the Superintendent.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five school days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the Eden Area ROP's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee or student safety, the coordinator may discuss the complaint with the Superintendent or designee, Eden Area ROP legal counsel, or the Eden Area ROP's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 30 days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 working days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against an Eden Area ROP employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days. The Governing Board's decision is final.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either CRD or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with CRD alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing complaint with EEOC after first filing a complaint with CRD, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by CRD, whichever is earlier (42 USC 2000e-5)

An employee may also file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the PUMP Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2)

Additionally, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Policy 4033: Lactation Accommodation

Status: DRAFT

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

The Governing Board recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any Eden Area Regional Occupational Program (Eden Area ROP) employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any Eden Area ROP employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate Eden Area ROP administrator in advance of the intent to request an accommodation. The supervisor or appropriate Eden Area ROP administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate Eden Area ROP administrator shall address scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations shall be granted unless circumstances exist as specified by law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The Eden Area ROP shall include this policy in its employee handbook or in any set of policies that the Eden Area ROP makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The Eden Area ROP shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1; 34 CFR 106.57)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area, and shall meet the following requirements: (Labor Code 1031; 29 USC 218d; 34 CFR 106.57)

1. Is shielded from view and free from intrusion while the employee is breast expressing milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

In addition, an employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Policy 4119.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The following policy shall apply to all Eden Area Regional Occupational Program (Eden Area ROP) employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the Eden Area ROP.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against Eden Area ROP employees.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the Eden Area ROP's sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply
3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment
4. Ensuring prompt, thorough, and fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the Eden Area ROP's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the Eden Area ROP's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any Eden Area ROP employee who has experienced sex discrimination or sex-based harassment in the Eden Area ROP's education program or activity may file a complaint with the Eden Area ROP's Title IX Coordinator. (34 CFR 106.2, 106.44)

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another Eden Area ROP employee, a student, or a third party in an Eden Area ROP education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the

Eden Area ROP has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

Upon investigation of a sex discrimination or sex-based harassment complaint, any Eden Area ROP employee found to have engaged or participated in sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law.

Policy 4219.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The following policy shall apply to all Eden Area Regional Occupational Program (Eden Area ROP) employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the Eden Area ROP.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against Eden Area ROP employees.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the Eden Area ROP's sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply
3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment
4. Ensuring prompt, thorough, and fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the Eden Area ROP's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the Eden Area ROP's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any Eden Area ROP employee who has experienced sex discrimination or sex-based harassment in the Eden Area ROP's education program or activity may file a complaint with the Eden Area ROP's Title IX Coordinator. (34 CFR 106.2, 106.44)

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another Eden Area ROP employee, a student, or a third party in an Eden Area ROP education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the

Eden Area ROP has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

Upon investigation of a sex discrimination or sex-based harassment complaint, any Eden Area ROP employee found to have engaged or participated in sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law.

Policy 4319.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The following policy shall apply to all Eden Area Regional Occupational Program (Eden Area ROP) employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the Eden Area ROP.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation. The Board prohibits sex discrimination, including sex-based harassment, as defined in the accompanying administrative regulation, in district programs and activities by and against Eden Area ROP employees.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sex discrimination and sex-based harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the Eden Area ROP's sex discrimination and sex-based harassment policy to employees and others to whom the policy may apply
3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment
4. Ensuring prompt, thorough, and fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the Eden Area ROP's strategies to prevent and address sex discrimination and sex-based harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether sex discrimination and/or sex-based harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the Eden Area ROP's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy(ies), complaint procedures, or training, as appropriate and in accordance with law.

Reports and Complaints

Any Eden Area ROP employee who has experienced sex discrimination or sex-based harassment in the Eden Area ROP's education program or activity may file a complaint with the Eden Area ROP's Title IX Coordinator. (34 CFR 106.2, 106.44)

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment by or against another Eden Area ROP employee, a student, or a third party in an Eden Area ROP education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the

Eden Area ROP has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

Upon investigation of a sex discrimination or sex-based harassment complaint, any Eden Area ROP employee found to have engaged or participated in sex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit sex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law.

Regulation 4119.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The Eden Area ROP does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in Eden Area ROP education programs and activities.

The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against Eden Area ROP employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.

Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. *Quid pro quo harassment*: An Eden Area ROP employee, agent, or other individual authorized by the Eden Area ROP to provide an aid, benefit, or service in the Eden Area ROP's education program or activity conditioning the provision of Eden Area ROP aid, benefit, or service on a student's participation in unwelcome sexual conduct
2. *Hostile environment harassment*: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the Eden Area ROP's education program or activity

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of Eden Area ROP policy if it has a continuing effect on a student's ability to participate in or benefit from Eden Area ROP educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the Eden Area Regional

Occupational Program (Eden Area ROP).

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes; derogatory comments, sex-based degrading descriptions; or the spreading of sex-based rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails or messaging; or displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; or cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The Eden Area ROP designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and oversee the Eden Area ROP's response to discrimination complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Training

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment as specified in Government Code 12950.1. All newly hired or promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the Eden Area ROP, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The Eden Area ROP's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace
 5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
 6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
 7. The limited confidentiality of the complaint process
 8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
 9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the Eden Area ROP's obligation to conduct an effective workplace investigation of a harassment complaint
 10. What to do if the supervisor is personally accused of harassment
 11. The essential elements of the Eden Area ROP's anti-harassment policy, and how to use the policy if a harassment complaint is filed
- Employees shall receive a copy of the Eden Area ROP's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.
12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
 13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Additionally, the Superintendent or designee shall ensure that all employees receive annual training related to their duties under Title IX in accordance with 34 CFR 106.8, and that a newly hired employee receive training promptly upon hire or change of position that alters the employee's duties under Title IX. (34 CFR 106.8)

The Eden Area ROP's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

1. The Eden Area ROP's obligation to address sex-based discrimination, including sex-based harassment, in its education program or activity
2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment
3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The Eden Area ROP's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, of training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in Eden Area ROP programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

A copy of the Board policy and this administrative regulation shall: (~~Education Code 231.5~~)

1. Be displayed in a prominent location in the main administrative building, Eden Area ROP office, or other area of the school where notices of Eden Area ROP rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every Eden Area ROP employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any Eden Area ROP publication that sets forth the Eden Area ROP's comprehensive rules, regulations, procedures, and standards of

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the Eden Area ROP that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sex-based harassment
2. The definition of sex-based harassment under applicable state and federal law
3. A description of sex-based harassment, with examples
4. The Eden Area ROP's complaint process available to the employee
5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact CRD and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

Additionally, the Eden Area ROP shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sex-based harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment by and against employees shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If sex discrimination or sex-based harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

Regulation 4219.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The Eden Area ROP does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in Eden Area ROP education programs and activities.

The following administrative regulation shall apply to all allegations of sex discrimination and sex-based harassment by and against Eden Area ROP employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sex discrimination includes treating an employee differently based on the employee's sex, which includes differential treatment based on sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or association with a person or group with one or more of these actual or perceived characteristics.

Sex discrimination, including sex-based harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct and occurs when prohibited conduct is so severe, persistent, or pervasive that it creates an intimidating, threatening, hostile, or offensive work environment; has the effect of substantially or unreasonably interfering with an employee's term or condition of employment; or otherwise adversely affects an employee's employment opportunities.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. *Quid pro quo harassment*: An Eden Area ROP employee, agent, or other individual authorized by the Eden Area ROP to provide an aid, benefit, or service in the Eden Area ROP's education program or activity conditioning the provision of Eden Area ROP aid, benefit, or service on a student's participation in unwelcome sexual conduct
2. *Hostile environment harassment*: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the Eden Area ROP's education program or activity

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of Eden Area ROP policy if it has a continuing effect on a student's ability to participate in or benefit from Eden Area ROP educational programs or activities.

3. Sexual assault, dating violence, domestic violence, or stalking, as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
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3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the Eden Area Regional

Occupational Program (Eden Area ROP).

Examples of Sex Discrimination and Sex-Based Harassment

Examples of actions that might constitute sex-based harassment under state and/or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sex-based flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sex-based activity; sex-based jokes or stories; unwelcome sex-based slurs, epithets, threats, innuendoes; derogatory comments, sex-based degrading descriptions; or the spreading of sex-based rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails or messaging; or displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; or cornering, blocking, leaning over, or impeding normal movements

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Training

The Superintendent or designee shall ensure that all employees receive training regarding sex discrimination and sex-based harassment in accordance with state and federal law.

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The Eden Area ROP's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
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3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace
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3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The Eden Area ROP's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

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Complaint Procedures

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If sex discrimination or sex-based harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

Regulation 4319.11: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

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Examples of Sex Discrimination and Sex-Based Harassment

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The Eden Area ROP's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

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3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace
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The Eden Area ROP's Title IX sex discrimination and sex-based harassment training shall include: (34 CFR 106.8)

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2. The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment
3. The notification and information requirements specified in 34 CFR 106.40 and 106.44

The Eden Area ROP's Title IX sex-based harassment training and education program shall also include additional training required of supervisors; investigators, decisionmakers, and other persons who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and Title IX Coordinators and designees. (34 CFR 106.8)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, of training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall retain for at least seven years the materials used to provide training as specified in 34 CFR 106.8, and to make these materials available, upon request, to members of the public. (34 CFR 106.8)

Notifications

To prevent unlawful sex discrimination and sex-based harassment, including retaliation, in Eden Area ROP programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

In addition to the measures to prevent discrimination as specified in Administrative Regulation 4030 – Nondiscrimination in Employment, the Superintendent or designee shall ensure that a copy of the Board policy and this administrative regulation:

A copy of the Board policy and this administrative regulation shall: (~~Education Code 231.5~~)

1. Be displayed in a prominent location in the main administrative building, Eden Area ROP office, or other area of the school where notices of Eden Area ROP rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every Eden Area ROP employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any Eden Area ROP publication that sets forth the Eden Area ROP's comprehensive rules, regulations, procedures, and standards of

All employees shall receive a copy of an information sheet prepared by the California Civil Rights Department (CRD) or the Eden Area ROP that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sex-based harassment
2. The definition of sex-based harassment under applicable state and federal law
3. A description of sex-based harassment, with examples
4. The Eden Area ROP's complaint process available to the employee
5. The legal remedies and complaint process available through CRD and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact CRD and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

Additionally, the Eden Area ROP shall post, in a prominent and accessible location, the CRD poster on discrimination in employment and the illegality of sex-based harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment by and against employees shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

If sex discrimination or sex-based harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Title IX Coordinator, shall take prompt action to stop the sex discrimination or sex-based harassment, prevent recurrence, and address any continuing effects.

Regulation 4119.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that an Eden Area Regional Occupational Program (Eden Area ROP) employee, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the Eden Area ROP, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the Eden Area ROP should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably
2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures
4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any
5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

Additionally, the Eden Area ROP shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the Eden Area ROP has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the Eden Area ROP's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the Eden Area ROP to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former

employee, who was participating or attempting to participate in the Eden Area ROP's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the Eden Area ROP
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the Eden Area ROP could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the Eden Area ROP from ensuring equal access to an Eden Area ROP program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP. (34 CFR 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)

In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the Eden Area ROP for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the Eden Area ROP determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the Eden Area ROP's educational environment, and to

provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The Eden Area ROP shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules, mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus ; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the Eden Area ROP may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the Eden Area ROP may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The Eden Area ROP shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the Eden Area ROP's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The Eden Area ROP shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the Eden Area ROP's education program or activity. (34 CFR 106.44)

Emergency Removal

If an Eden Area ROP employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the Eden Area ROP may, on an emergency basis, remove the student from the Eden Area ROP's education program or activity, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The Eden Area ROP is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the Eden Area ROP's education program or activity and is not employed by the Eden Area ROP
3. The Eden Area ROP determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 15 days, unless such timeline is extended in accordance with this

administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the Eden Area ROP determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the Eden Area ROP determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the Eden Area ROP may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the Eden Area ROP shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The Eden Area ROP shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The Eden Area ROP may decline to offer an informal resolution process

including, but not limited to, when the Eden Area ROP determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the Eden Area ROP will maintain and whether and how the Eden Area ROP could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed
2. Obtains the parties' voluntary, consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the Eden Area ROP facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Notice of Allegations

If the Eden Area ROP initiates a Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The Eden Area ROP's complaint process, including any informal resolution process
2. Sufficient information, available at the time, to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident.

Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The Eden Area ROP may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The Eden Area ROP shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the Eden Area ROP's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible
2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance
3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:
 - a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the Eden Area ROP shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.
 - b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence or advisors; or otherwise preparing for or participating in the grievance procedures
 - c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures
4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures
5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness
6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:
 - a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the Eden Area ROP obtains that party's or witness's voluntary, written consent for use in its grievance procedures

Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The Eden Area ROP shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

The investigator shall complete the investigation within 30 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged

conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of matter interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the Eden Area ROP shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred
2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 45 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the Eden Area ROP's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the Eden Area ROP shall follow the appeal process as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the Eden Area ROP for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the Eden Area ROP identifies as having had equal access to the Eden Area ROP's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The Eden Area ROP shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

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

The Eden Area ROP shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the Eden Area ROP's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures
2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the Eden Area ROP's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented
3. All materials used to train Eden Area ROP employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1):

1. A record of the allegation(s)
 2. A record of the investigation procedures followed
 3. A record of the written determination
 4. A record of the corrective action implemented, if any
 5. A record of any appeals and the outcome of the same
 6. All training materials addressing the prohibition and investigation of childhood sexual assault
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Regulation 4219.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that an Eden Area Regional Occupational Program (Eden Area ROP) employee, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the Eden Area ROP, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the Eden Area ROP should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably
2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures
4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any
5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

Additionally, the Eden Area ROP shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the Eden Area ROP has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the Eden Area ROP's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the Eden Area ROP to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former

employee, who was participating or attempting to participate in the Eden Area ROP's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the Eden Area ROP
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the Eden Area ROP could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the Eden Area ROP from ensuring equal access to an Eden Area ROP program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP. (34 CFR 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)

In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the Eden Area ROP for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the Eden Area ROP determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the Eden Area ROP's educational environment, and to

provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The Eden Area ROP shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules, mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus ; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the Eden Area ROP may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the Eden Area ROP may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The Eden Area ROP shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the Eden Area ROP's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The Eden Area ROP shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the Eden Area ROP's education program or activity. (34 CFR 106.44)

Emergency Removal

If an Eden Area ROP employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the Eden Area ROP may, on an emergency basis, remove the student from the Eden Area ROP's education program or activity, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The Eden Area ROP is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the Eden Area ROP's education program or activity and is not employed by the Eden Area ROP
3. The Eden Area ROP determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 15 days, unless such timeline is extended in accordance with this

administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the Eden Area ROP determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the Eden Area ROP determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the Eden Area ROP may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the Eden Area ROP shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The Eden Area ROP shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The Eden Area ROP may decline to offer an informal resolution process

including, but not limited to, when the Eden Area ROP determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the Eden Area ROP will maintain and whether and how the Eden Area ROP could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed
2. Obtains the parties' voluntary, consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the Eden Area ROP facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Notice of Allegations

If the Eden Area ROP initiates a Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The Eden Area ROP's complaint process, including any informal resolution process
2. Sufficient information, available at the time, to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident.

Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The Eden Area ROP may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The Eden Area ROP shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the Eden Area ROP's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible
2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance
3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:
 - a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the Eden Area ROP shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.
 - b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence or advisors; or otherwise preparing for or participating in the grievance procedures
 - c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures
4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures
5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness
6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:
 - a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the Eden Area ROP obtains that party's or witness's voluntary, written consent for use in its grievance procedures

Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The Eden Area ROP shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

The investigator shall complete the investigation within 30 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged

conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of matter interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the Eden Area ROP shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred
2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 45 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the Eden Area ROP's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the Eden Area ROP shall follow the appeal process as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the Eden Area ROP for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the Eden Area ROP identifies as having had equal access to the Eden Area ROP's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The Eden Area ROP shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

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

The Eden Area ROP shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the Eden Area ROP's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures
2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the Eden Area ROP's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented
3. All materials used to train Eden Area ROP employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1):

1. A record of the allegation(s)
 2. A record of the investigation procedures followed
 3. A record of the written determination
 4. A record of the corrective action implemented, if any
 5. A record of any appeals and the outcome of the same
 6. All training materials addressing the prohibition and investigation of childhood sexual assault
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Regulation 4319.12: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that an Eden Area Regional Occupational Program (Eden Area ROP) employee, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the Eden Area ROP, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the Eden Area ROP should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably
2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures
4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any
5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

Additionally, the Eden Area ROP shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the Eden Area ROP has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the Eden Area ROP's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If the respondent is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information of an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the Eden Area ROP to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.2)

Complaints of sex discrimination and sex-based harassment may only be brought by an employee, or former

employee, who was participating or attempting to participate in the Eden Area ROP's education program or activity at the time of the alleged sex-based harassment, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the Eden Area ROP
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the Eden Area ROP could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the Eden Area ROP from ensuring equal access to an Eden Area ROP program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP. (34 CFR 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)

In order to ensure that employees are not barred from reporting information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, the Title IX Coordinator shall monitor the Eden Area ROP for barriers to reporting and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the Eden Area ROP determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the Eden Area ROP's educational environment, and to

provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The Eden Area ROP shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course- or work-related adjustment; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class or work schedules, mutual restrictions on contact; changes in class or work locations; leaves of absence; increased security; monitoring of certain areas of the campus ; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the Eden Area ROP may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the Eden Area ROP may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The Eden Area ROP shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the Eden Area ROP's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The Eden Area ROP shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the Eden Area ROP's education program or activity. (34 CFR 106.44)

Emergency Removal

If an Eden Area ROP employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the Eden Area ROP may, on an emergency basis, remove the student from the Eden Area ROP's education program or activity, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The Eden Area ROP is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the Eden Area ROP's education program or activity and is not employed by the Eden Area ROP
3. The Eden Area ROP determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 15 days, unless such timeline is extended in accordance with this

administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the Eden Area ROP determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the Eden Area ROP determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Administrative Regulation 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the Eden Area ROP may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the Eden Area ROP shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The Eden Area ROP shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of employment or continuing employment, or exercise of any other right. The Eden Area ROP may decline to offer an informal resolution process

including, but not limited to, when the Eden Area ROP determines that the alleged conduct would present a future risk of harm to others. (34 CFR 106.44)

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP, prior to initiating such process: (34 CFR 106.44)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the Eden Area ROP will maintain and whether and how the Eden Area ROP could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed
2. Obtains the parties' voluntary, consent to the informal resolution process

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the Eden Area ROP facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Notice of Allegations

If the Eden Area ROP initiates a Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The Eden Area ROP's complaint process, including any informal resolution process
2. Sufficient information, available at the time, to allow the parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident.

Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The Eden Area ROP may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The Eden Area ROP shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the Eden Area ROP's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible
2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance
3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:
 - a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the Eden Area ROP shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.
 - b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence or advisors; or otherwise preparing for or participating in the grievance procedures
 - c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures
4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures
5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness
6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:
 - a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the Eden Area ROP obtains that party's or witness's voluntary, written consent for use in its grievance procedures

Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment.

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The Eden Area ROP shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

The investigator shall complete the investigation within 30 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged

conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of matter interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the Eden Area ROP shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred
2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 45 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the Eden Area ROP's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the Eden Area ROP shall follow the appeal process as specified in Administrative Regulation 4030 – Nondiscrimination in Employment.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the Eden Area ROP for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the Eden Area ROP identifies as having had equal access to the Eden Area ROP's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent as described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary sanctions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Disciplinary Actions

The Eden Area ROP shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

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

The Eden Area ROP shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the Eden Area ROP's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures
2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the Eden Area ROP's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented
3. All materials used to train Eden Area ROP employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1):

1. A record of the allegation(s)
 2. A record of the investigation procedures followed
 3. A record of the written determination
 4. A record of the corrective action implemented, if any
 5. A record of any appeals and the outcome of the same
 6. All training materials addressing the prohibition and investigation of childhood sexual assault
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Exhibit 4119.12-E(1): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Reviewed Date:** 03/03/2022

NOTICE OF TITLE IX NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the Eden Area Regional Occupational Program (Eden Area ROP) to issue the following notification to employees, job applicants, and employee organizations:

The Eden Area ROP does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The Eden Area ROP also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

The Eden Area ROP is required, as specified in Title IX, to take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the Eden Area ROP's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The Eden Area ROP has designated and authorized the following employee(s) as the Eden Area ROP's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Any individual may report sex discrimination, including sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During Eden Area ROP business hours, reports may also be made in person. Upon receiving an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable Eden Area ROP complaint procedure.

To view an electronic copy of the Eden Area ROP's policies and administrative regulations on sex discrimination, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures on the Eden Area ROP's website at www.edenrop.org.

Exhibit 4219.12-E(1): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Reviewed Date:** 03/03/2022

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The Eden Area ROP is required, as specified in Title IX, to take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the Eden Area ROP's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

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The Eden Area ROP is required, as specified in Title IX, to take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the Eden Area ROP's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The Eden Area ROP has designated and authorized the following employee(s) as the Eden Area ROP's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
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Any individual may report sex discrimination, including sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During Eden Area ROP business hours, reports may also be made in person. Upon receiving an allegation of sex discrimination, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable Eden Area ROP complaint procedure.

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Regulation 4161: Leaves

Status: DRAFT

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

Failure to Return to Service After Leave

The Eden Area ROP may terminate the employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of the intention to remain in service with the Eden Area ROP in accordance with Education Code 44842.
2. The Eden Area ROP had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.
3. The employee continues to be absent from work for 20 consecutive working days, beginning from the date the employee was to report to work.
4. The employee did not request or was not granted a leave of absence authorized by the Board.

Use of Leaves by Classified Employees

A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination. (Education Code 45200)

Regulation 4261: Leaves

Status: DRAFT

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

Failure to Return to Service After Leave

The Eden Area ROP may terminate the employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of the intention to remain in service with the Eden Area ROP in accordance with Education Code 44842.
2. The Eden Area ROP had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.
3. The employee continues to be absent from work for 20 consecutive working days, beginning from the date the employee was to report to work.
4. The employee did not request or was not granted a leave of absence authorized by the Board.

Use of Leaves by Classified Employees

A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination. (Education Code 45200)

Regulation 4361: Leaves

Status: DRAFT

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

Failure to Return to Service After Leave

The Eden Area ROP may terminate the employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of the intention to remain in service with the Eden Area ROP in accordance with Education Code 44842.
2. The Eden Area ROP had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.
3. The employee continues to be absent from work for 20 consecutive working days, beginning from the date the employee was to report to work.
4. The employee did not request or was not granted a leave of absence authorized by the Board.

Use of Leaves by Classified Employees

A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination. (Education Code 45200)

Policy 5145.3: Nondiscrimination/Harassment

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 12/07/2023 | **Last Reviewed Date:** 12/07/2023

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

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

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

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

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

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

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the Eden Area ROP's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the Eden Area ROP's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the Eden Area ROP's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6; 34 CFR 106.8)

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

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

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

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Allegations of unlawful discrimination in Eden Area ROP programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sex discrimination, including sex-based harassment, under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Record-Keeping

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

Regulation 5145.3: Nondiscrimination/Harassment

Status: DRAFT

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

The Eden Area Regional Occupational Program (Eden Area ROP) designates the individual(s) identified below as the Compliance Officer(s). The employee(s) is responsible for coordinating the Eden Area ROP's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the Eden Area ROP's nondiscrimination policies. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination of a student, and the Title IX Coordinator specified in Administrative Regulation 5145.7 – Sex Discrimination and Sex-Based Harassment as the responsible employee to handle complaints alleging unlawful sex discrimination and sex-based harassment, as permitted by law. The Compliance Officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Principal
26316 Hesperian Blvd, Hayward, CA 94545
(510) 293-2904
mmichaud@edendrop.org

Measures to Prevent Discrimination

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

1. Publicize the Eden Area ROP's nondiscrimination policy and related complaint procedures, including the Compliance Officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through Eden Area ROP-supported communications
2. Post the Eden Area ROP's policies and procedures prohibiting discrimination, harassment, student sex-based harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the Eden Area ROP's website in a manner that is easily accessible to parents/guardians and students (Education Code 241.1, 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the Eden Area ROP's website in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
4. Post in a prominent location on the Eden Area ROP website in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex; sex characteristics; sexual orientation; gender; gender identity; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and parental, marital, and family status, including the following: (Education Code 221.6, 221.61, 234.6)
 - a. The name and contact information of the Eden Area ROP's Title IX Coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the Eden Area ROP under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance under Title IX, which shall include:
 - i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - ii. An explanation of how the complaint will be investigated and how the complainant may further

pursue the complaint, including web links to this information on the OCR's website

- iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
 - d. A link to the Title IX information included on the California Department of Education's (CDE) website
5. Post in a prominent location on the Eden Area ROP's website and include in each handbook, catalog, announcement, bulletin, and application form for students, parents/guardians or other authorized legal representative, and employees, the Title IX notice of nondiscrimination which includes the following: (34 CFR 106.8)
- a. The Eden Area ROP does not discriminate on the basis of sex in any education program or activity that it operates
 - b. Inquiries about the application of Title IX may be referred to the Eden Area ROP's Title IX Coordinator and/or OCR
 - c. The name or title, office and email address, and telephone number of the Eden Area ROP's Title IX Coordinator
 - d. How to locate the Eden Area ROP's nondiscrimination policy and the Eden Area ROP's grievance procedures for Title IX complaints
 - e. How to report conduct that may constitute sex discrimination under Title IX
 - f. How to make a complaint of Title IX sex discrimination

If necessary due to the format or size of any publication specified above, the Eden Area ROP may include only the statement that the Eden Area ROP prohibits sex discrimination in any education program or activity that it operates, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the complete notice on the Eden Area ROP's website.

The Eden Area ROP shall not distribute a publication stating that the Eden Area ROP treats students, employees or applicants differently on the basis of sex, unless such treatment is permitted by Title IX.

6. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5)

Such resources shall be posted in a prominent location on the Eden Area ROP's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

7. Provide to students a handbook that contains age-appropriate information that clearly describes the Eden Area ROP's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior
8. Annually notify all students and parents/guardians of the Eden Area ROP's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students

The notice shall inform students and parents/guardians that they may request to meet with the Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the Eden Area ROP's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the Eden Area ROP will address any individual student's interests and concerns in private.

9. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the Eden Area ROP's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand

If 15 percent or more of students enrolled speak a single primary language other than English, the Eden Area

ROP's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the Eden Area ROP shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

10. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the Eden Area ROP's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them

Such training and information shall include details of guidelines the Eden Area ROP may use to provide a discrimination-free environment for all Eden Area ROP students

11. Provide to certificated employees serving students in grades 7-12 information on existing school and community resources related to the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students, or related to the support of students who may face bias or bullying on the basis of any of the actual or perceived characteristics in Penal Code 422.55, including immigration status; Education Code 220; and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation; or association with a person or group with one or more of these actual or perceived characteristics (Education Code 234.1)
12. For the 2025-2026 school year through the 2029-2030 school year, provide annually to certificated employees serving students in grades 7-12 at least one hour of training to support LGBTQ+ cultural competency in accordance with Education Code 218.3
13. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
14. At the beginning of each school year, inform each principal or designee of the Eden Area ROP's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in Eden Area ROP policy are strongly encouraged to immediately contact the Compliance Officer, Title IX Coordinator, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the Compliance Officer, Title IX Coordinator, or principal, regardless of whether the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the Compliance Officer, Title IX Coordinator, or principal within one workday, regardless of whether the alleged victim files a complaint.

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

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal, Compliance Officer or, Title IX Coordinator, the principal, Compliance Officer or Title IX Coordinator shall notify the student or parent/guardian of the right to file a formal complaint in accordance with Administrative Regulation 1312.3 - Uniform Complaint Procedures or, for complaints of sex discrimination, including sex-based harassment, the right to initiate the Title IX grievance procedures as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. Once notified verbally or in writing, the Compliance Officer or Title IX Coordinator shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

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

Policy 5145.7: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from discrimination and harassment. The Board prohibits at school or at school-sponsored or school-related activities, sex discrimination and sex-based harassment, as defined in the accompanying administrative regulation, targeted at any student, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The Eden Area Regional Occupational Program (Eden Area ROP) strongly encourages students who feel that they are being or have experienced sex discrimination, including sex-based harassment, on school grounds or at a school-sponsored or school-related activity, or off-campus when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the Eden Area ROP's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sex discrimination, including sex-based harassment, by or against a student in an Eden Area ROP education program or activity shall report the incident to the Title IX Coordinator within one workday.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the Eden Area ROP has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances.

The Superintendent or designee shall ensure that all Eden Area ROP staff are trained regarding the Eden Area ROP's sex discrimination and sex-based harassment policy, and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation 4119.11/4219.11/4319.11 – Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

Instruction/Information

The Superintendent or designee shall ensure that all Eden Area ROP students receive age-appropriate information on sex discrimination and sex-based harassment. Such instruction and information shall include:

1. What acts and behavior constitute sex discrimination and sex-based harassment, including the fact that sex discrimination and sex-based harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sex discrimination and sex-based harassment under any circumstance
3. Encouragement to report observed incidents of sex discrimination and sex-based harassment even when the alleged victim of the discrimination or harassment has not complained
4. A clear message that student safety is the Eden Area ROP's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sex discrimination and sex-based harassment incident will be addressed separately and will not affect the manner in which the sex discrimination and sex-based harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sex discrimination and sex-based harassment allegation that involves a student,

whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the Eden Area ROP's procedures for investigating complaints and the person(s) to whom a report of sex discrimination and sex-based harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the Eden Area ROP investigation of a sex discrimination and sex-based harassment complaint continues
8. A clear message that, when needed, the Eden Area ROP will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sex discrimination and sex-based harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sex discrimination and sex-based harassment, any student found to have engaged in sex discrimination and sex-based harassment or sexual violence, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sex discrimination and sex-based harassment, any employee found to have engaged in sex discrimination against, and/or sex-based harassment or sexual violence toward, any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law.

Record-Keeping

The Superintendent or designee shall maintain records in accordance with law, including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and Eden Area ROP policies and regulations, of all reported cases of sex-based harassment to enable the Eden Area ROP to monitor, address, and prevent repetitive harassing behavior in schools.

Regulation 5145.7: Sex Discrimination and Sex-Based Harassment

Status: DRAFT

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

The Eden Area Regional Occupational Program (Eden Area ROP) does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations. Sex discrimination, including sex-based harassment, is prohibited in Eden Area ROP education programs and activities.

Definitions

Sex discrimination includes treating a student differently with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services based on the student's sex, sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; or the student's association with a person or group with one or more of these actual or perceived characteristics.

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

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, sex stereotypes, sex characteristics, or other bases specified above. Conduct will constitute sex-based harassment when it takes the form of: (34 CFR 106.2, 106.11)

1. **Quid pro quo harassment:** An Eden Area ROP employee, agent, or other individual authorized by the Eden Area ROP to provide an aid, benefit, or service in the Eden Area ROP's education program or activity conditioning the provision of Eden Area ROP aid, benefit, or service on a student's participation in unwelcome sexual conduct
2. **Hostile environment harassment:** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the Eden Area ROP's education program or activity

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sex-based harassment in violation of Eden Area ROP policy if it has a continuing effect on a student's ability to participate in or benefit from Eden Area ROP educational programs or activities.

3. **Sexual assault, dating violence, domestic violence, or stalking** as defined in 34 CFR 106.2

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any Eden Area ROP program or activity.

Examples of Sex Discrimination and Sex-Based Harassment

Examples of types of conduct which are prohibited in the Eden Area ROP and which may constitute sex-based harassment, under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sex-based slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sex-based jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sex-based rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The Eden Area ROP designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX. The individual(s) shall also serve as the Compliance Officer(s) specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 5145.3 – Nondiscrimination/Harassment as the responsible employee(s) to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator(s) may be contacted at:

Principal
26316 Hesperian Blvd, Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Notifications

To prevent unlawful sex discrimination and sex-based harassment in Eden Area ROP programs and activities, the Superintendent or designee shall provide notifications and implement measures to prevent discrimination and harassment as specified in Administrative Regulation 5145.3 – Nondiscrimination/Harassment.

In addition to the measures to prevent discrimination specified in Administrative Regulation 5145.3 – Nondiscrimination/Harassment, the Superintendent or designee shall ensure that a copy of the Eden Area ROP's sex discrimination and sex-based harassment policy and regulation:

1. Is displayed in a prominent location in the main administrative building or other area where notices of Eden Area ROP rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Is summarized on a poster, which shall be prominently and conspicuously displayed in each bathroom and locker room at each school

The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an

appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

3. Is provided as part of any orientation program conducted for new and continuing students at the time the student is enrolled or at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appears in any Eden Area ROP publication that sets forth the school's or Eden Area ROP's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

Reports and Complaints

A student or a student's parent(s)/guardian(s) who believes that the student has been subjected to sex discrimination, including sex-based harassment, in an Eden Area ROP program or activity or who has witnessed sex discrimination, including sex-based harassment, is strongly encouraged to report the incident to the Eden Area ROP's Title IX Coordinator, a teacher, the principal, or any other available school employee. Within one workday of receiving such a report, the principal or other school employee shall forward the report to the Eden Area ROP's Title IX Coordinator. Any school employee who observes sex discrimination or sex-based harassment shall, within one workday, report the observation to the as specified in the accompanying board policy. Title IX Coordinator The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sex discrimination or sex-based harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

Complaint Procedures

All complaints and allegations of sex discrimination and sex-based harassment shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 – Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

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

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, regardless of whether that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

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

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

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

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

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

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

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

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

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

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information

The Eden Area ROP shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

The Eden Area ROP shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the Eden Area ROP has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. (Education Code 220.3, 220.5; 34 CFR 99.31, 99.36)

The Eden Area ROP shall only allow disclosure of a student's personally identifiable information to employees in accordance with law. Any Eden Area ROP employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to an Eden Area ROP employee by a student, the employee shall seek the student's permission to notify the Compliance Officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the Eden Area ROP's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the Compliance Officer, the employee shall do so within three school days.

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

2. Determining a Student's Gender Identity: The Compliance Officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless Eden Area ROP personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose
3. Addressing a Student's Transition Needs: The Compliance Officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the Eden Area ROP maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

To address any student's privacy concerns in using sex-segregated facilities, the Eden Area ROP shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the Eden Area ROP shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

Beginning July 1, 2026, each school shall provide and maintain at least one all-gender restroom for student use that meets the requirements of Education Code 35292.5.

5. Student Records: Upon each student's enrollment, the Eden Area ROP is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name

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

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

6. Names and Pronouns: If a student so chooses, Eden Area ROP personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official Eden Area ROP record

However, inadvertent slips or honest mistakes by Eden Area ROP personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying board policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site

Regulation 5145.71: Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/03/2022

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that an Eden Area Regional Occupational Program (Eden Area ROP) student, while in an education program or activity, was subjected to conduct on or after August 1, 2024, including, but not limited to, conduct that is under the authority of the Eden Area ROP, that constitutes sex discrimination, including sex-based harassment. For conduct that occurred prior to this date, the Eden Area ROP should utilize its policies in place at the time the alleged sex discrimination, including sex-based harassment, occurred, so long as they are in accordance with the applicable statutes and regulations.

Sex discrimination and sex-based harassment include, but are not limited to, sex-based conduct as specified in Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably
2. Ensure that the Title IX Coordinator or designee, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent

The investigator and the decisionmaker may be the same person as the Title IX Coordinator or designee.

3. Presume that the respondent is not responsible for the alleged sex discrimination, including sex-based harassment, until a determination is made at the conclusion of the grievance procedures
4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, such as evaluation of whether to dismiss or investigate a complaint, investigation, decision, and appeals if any
5. Establish a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay

Additionally, the Eden Area ROP shall not disclose personally identifiable information obtained while implementing Title IX complaint procedures unless the Eden Area ROP has obtained prior written consent from a person with the legal right to consent to the disclosure; the information is disclosed to a parent/guardian or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue; to take action to address conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, in the Eden Area ROP's education program or activity; as required by federal law, regulations, or as a condition to a federal award; as required by state or local law; or to the extent such disclosures are not otherwise in conflict with Title IX. (34 CFR 106.44)

If either party is a student with a disability, the Title IX Coordinator or designee shall consult with one or more members, as appropriate, of the student's individualized education program or 504 team, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Filing a Complaint

Upon receiving information from an allegation of sex discrimination, include sex-based harassment, the Title IX Coordinator or designee shall notify the individual(s) specified in law of the Title IX grievance procedures, and of the informal resolution process, if available and appropriate.

A *complaint* is an oral or written request that can objectively be understood by the Title IX Coordinator or designee as a request for the Eden Area ROP to investigate and make a determination about alleged sex discrimination, including sex-based harassment. (34 CFR 106.21)

Complaints of sex discrimination and sex-based harassment may only be brought by a student, or former student,

who was participating or attempting to participate in the Eden Area ROP's education program or activity at the time of the alleged sex-based harassment, a parent/guardian or other authorized legal representative with the legal right to act on behalf of the student, or the Title IX Coordinator or designee. (34 CFR 106.45)

If the alleged victim chooses not to bring a complaint, or withdraws any or all of the allegations in a complaint, and in the absence or termination of an information resolution process, the Title IX Coordinator or designee shall consider whether to initiate a complaint. To do so, the Title IX Coordinator or designee shall first consider the following factors: (34 CFR 106.44)

1. The victim's request not to proceed with initiation of a complaint
2. The victim's reasonable safety concerns regarding initiation of a complaint
3. The risk that additional acts of sex discrimination, including sex-based harassment, would occur if a complaint is not initiated
4. The severity of the alleged sex discrimination or sex-based harassment, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
5. The age and relationship of the parties, including whether the respondent is an employee of the Eden Area ROP
6. The scope of the alleged sex discrimination, including information suggesting a pattern; ongoing sex discrimination, including sex-based harassment; or sex discrimination, including sex-based harassment, alleged to have impacted multiple individuals
7. The availability of evidence to assist a decisionmaker in determining whether sex discrimination, including sex-based harassment, occurred
8. Whether the Eden Area ROP could end the alleged sex discrimination, including sex-based harassment, and prevent its recurrence without initiating the Title IX grievance procedures

If, after considering these factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health and safety of the complainant or another person, or that the conduct as alleged prevents the Eden Area ROP from ensuring equal access to an Eden Area ROP program or activity on the basis of sex, the Title IX Coordinator may initiate a complaint.

If the Title IX Coordinator initiates a complaint, the Title IX Coordinator shall provide the alleged victim notice of the complaint, as well as other notices as required by the Title IX regulations at specific points in the complaint process. The Title IX Coordinator shall also address reasonable concerns about the victim's safety or the safety of others, including providing supportive measures as described in "Supportive Measures" below, and taking other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP. (34 CFR 106.44)

The Title IX Coordinator or designee, investigator, decisionmaker, other person who is responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.8. (34 CFR 106.44)

The Title IX Coordinator shall monitor the Eden Area ROP for barriers to reporting information about conduct that reasonably may constitute sex discrimination, including sex-based harassment, under Title IX, and take steps reasonably calculated to address such barriers. (34 CFR 106.44, 106.45)

Supportive Measures

Upon receipt of a report of Title IX sex discrimination or sex-based harassment, the Title IX Coordinator or designee shall offer and coordinate supportive measures. Supportive measures may vary depending on what the Eden Area ROP determines to be reasonably available and shall not unreasonably burden either the complainant or respondent. Supportive measures shall be provided without charging a fee to the complainant or respondent and be designed to protect the safety of the complainant, respondent, and the Eden Area ROP's educational environment, and to

provide support during any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44. The Eden Area ROP shall not impose such measures for punitive or disciplinary reasons. Supportive measures may include, but are not limited to, counseling; extensions of deadlines and other course-related adjustments; changes in class, work, housing, or extracurricular or any other activity regardless of whether there is a comparable alternative; campus escort services; modifications of class schedules; mutual restrictions on contact; changes in class locations; increased security; monitoring of certain areas of the campus; and, training and education programs related to sex-based harassment. (34 CFR 106.2, 106.44)

Unless there is an allegation of sex-based harassment or retaliation, the Eden Area ROP may provide supportive measures without altering the alleged discriminatory conduct. (34 CFR 106.44)

Upon the conclusion of any grievance procedures implemented as specified in 34 CFR 106.45 or informal resolution process as specified in 34 CFR 106.44, the Eden Area ROP may continue with the supportive measures, or modify or terminate such measures, as appropriate. (34 CFR 106.44)

The Eden Area ROP shall provide a complainant or respondent for whom supportive measures have been implemented with a timely opportunity to seek, from an impartial employee with authority to modify or reverse the supportive measures, modification or reversal of the Eden Area ROP's decision to provide, deny, modify, or terminate such measures, and to seek additional modification or termination of the supportive measures if circumstances materially change. (34 CFR 106.44)

The Eden Area ROP shall not disclose information about supportive measures to any person other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless the disclosure is necessary to providing the supportive measures, or restoring or preserving a party's access to the Eden Area ROP's education program or activity. (34 CFR 106.44)

Emergency Removal from School

A student shall not be disciplined for alleged sex discrimination, including sex-based harassment, under Title IX until the investigation has been completed. However, on an emergency basis, the Eden Area ROP may remove a student from the Eden Area ROP's education program or activity, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an imminent and serious threat to the health or safety of a complainant or any student, employee, or other individual arising from the allegations, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the IDEA or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If an Eden Area ROP employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator or designee may dismiss a complaint if: (34 CFR 106.45)

1. The Eden Area ROP is unable to identify the respondent after taking reasonable steps to do so
2. The respondent is not participating in the Eden Area ROP's education program or activity and is not employed by the Eden Area ROP
3. The Eden Area ROP determines that the conduct alleged in the complaint, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX

Before dismissing the complaint, the Title IX Coordinator shall make reasonable efforts to clarify the allegations with the complainant.

4. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination, including sex-based harassment, under Title IX, even if proven

The Title IX Coordinator shall determine whether to dismiss or investigate any complaint of sex discrimination, including sex-based harassment, within 10 days, unless such timeline is extended in accordance with this

administrative regulation.

Upon dismissal, the Title IX Coordinator shall promptly notify the complainant of the dismissal and the reasons for the dismissal. Additionally, if the dismissal occurs after the respondent has been notified of the allegations, the Title IX Coordinator shall provide such notification to the respondent, which shall occur simultaneously to both parties if the notification is in writing. The Title IX Coordinator shall also inform the complainant, and the respondent if the dismissal occurs after the respondent has been notified of the allegations, of their right to appeal. Dismissals may be appealed on the following bases: (34 CFR 106.45)

1. A procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when dismissal was made
3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome

If the dismissal is appealed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent
2. Implement appeal procedures equally for the parties
3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint
4. Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulation
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome
6. Notify the parties of the result of the appeal and the rationale for the result

If a complaint is dismissed, the Title IX Coordinator or designee shall offer supportive measures as described above in "Supportive Measures" to the complainant. Additionally, the respondent shall be offered supportive measures if the complaint was dismissed because the complainant voluntarily withdrew any or all of the allegations in the complaint and the Eden Area ROP determined that without the withdrawn allegations the conduct, even if proven, would not constitute sex discrimination, including sex-based harassment, under Title IX, or if the complaint was dismissed because the Eden Area ROP determined, after taking reasonable efforts to clarify the allegations of the complaint, that the alleged conduct would not constitute sex discrimination, including sex-based harassment, even if proven. The Title IX Coordinator shall also take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

At any time prior to determining whether sex discrimination, including sex-based harassment, occurred under the complaint procedures specified in 34 CFR 106.45, the Eden Area ROP may offer, if it is determined to be appropriate upon receiving information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made, an informal resolution process, such as mediation, to the complainant and respondent. However, the Eden Area ROP shall not offer an informal resolution process if the complaint alleges that an employee engaged in sex-based harassment of an elementary or secondary school student or that such process would conflict with federal, state, or local law. (34 CFR 106.44)

The Eden Area ROP shall not require or pressure a party to participate in the informal resolution process, or to waive the right to an investigation and determination of a complaint as a condition of participation in the Eden Area ROP's education program or activity, or exercise of any other right. The Eden Area ROP may decline to offer an informal resolution process including, but not limited to, when the Eden Area ROP determines that the alleged conduct would

present a future risk of harm to others. (34 CFR 106.44)

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP, prior to initiating such process: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process; the right to withdraw from the informal process and resume the formal complaint process; the inability to initiate or resume complaint procedures arising from the same allegations once the informal resolution process is concluded; the potential terms that may be requested or offered in an informal resolution agreement, including that the agreement would only be binding on the parties; and the information that the Eden Area ROP will maintain and whether and how the Eden Area ROP could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed
2. Obtains the parties' voluntary, consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

The Title IX Coordinator or designee shall ensure that the facilitator of the informal resolution process is not the same person as the investigator or decisionmaker of any ongoing or newly initiated complaint process specified in 34 CFR 106.45, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and receives training in accordance with 34 CFR 106.8. (34 CFR 106.44)

If the Eden Area ROP facilitates an informal resolution process, the Title IX Coordinator shall, to the extent necessary, take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Notice of Allegations

If the Eden Area ROP initiates a formal Title IX investigation, the Title IX Coordinator or designee shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The Eden Area ROP's complaint process, including any informal resolution process
2. Sufficient information, available at the time, to allow parties to respond to the allegations, including, to the extent available, the identity of parties involved in the incident(s), the conduct allegedly constituting sex discrimination, including sex-based harassment, and the date(s) and location(s) of the alleged incident

Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that retaliation is prohibited
4. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of such evidence, as specified

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator or designee.

Consolidation of Complaints

The Eden Area ROP may consolidate complaints of sex discrimination, including sex-based harassment, against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party, when the allegations of sex discrimination, including sex-based harassment, arise out of the same facts or circumstances. (34 CFR 106.45)

Investigation Procedures

The Eden Area ROP shall provide for adequate, reliable, and impartial investigation of complaints. (34 CFR 106.45)

During the investigation process, the Eden Area ROP's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present fact witnesses, and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible
2. Review all evidence gathered through the investigation and determine which evidence is relevant and which evidence is impermissible regardless of relevance
3. Provide each party with an equal opportunity to access evidence that is relevant, and not otherwise impermissible, to the allegations of sex discrimination, including sex-based harassment, by:

- a. Providing an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of such evidence

If an accurate description is provided, the Eden Area ROP shall, upon request of any party, provide the parties with an equal opportunity to access the relevant and permissible evidence.

- b. Providing a reasonable opportunity to respond to the evidence or to the accurate description of the evidence
 - c. Taking reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures
4. Take reasonable steps to protect the privacy of parties and witnesses which do not restrict the ability of the parties to obtain and present relevant evidence, including, by speaking to witnesses; consulting with family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures
 5. Objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence, including that credibility determinations will not be based on a person's status as complainant, respondent, or witness
 6. Exclude as impermissible the following types of evidence, and questions seeking that evidence:
 - a. Evidence that is protected under a privilege recognized by state or federal law or evidence that is provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the Eden Area ROP obtains that party's or witness's voluntary, written consent for use in its grievance procedures
 - c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment

The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The Eden Area ROP shall ensure that the decisionmaker is able to question parties and witnesses adequately to assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment. (34 CFR 106.45)

The investigator shall complete the investigation within 30 days after the Title IX Coordinator determines to proceed with an investigation, unless such timeline is extended in accordance with this administrative regulation.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who may be the Title IX Coordinator or designee or the investigator so long as there is no conflict of interest or bias. (34 CFR 106.45)

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the Eden Area ROP shall: (34 CFR 106.45)

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination, including sex-based harassment, has occurred
2. Notify the parties in writing of the determination of whether sex discrimination, including sex-based harassment, occurred

The notification shall include the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal, if applicable.

The written decision shall be issued within 45 days after the investigation is completed, unless such time is extended in accordance with this administrative regulation.

Appeal of the Decision

Either party may appeal the Eden Area ROP's decision of a complaint or any allegation in the complaint. (34 CFR 106.45)

When conducting an appeal, the Eden Area ROP shall permit a final appeal to the Governing Board using a process that is in accordance with law and otherwise consistent with the appeal process as specified in Administrative Regulation 1312.3 – Uniform Complaint Procedures.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Extension of Timelines

Any timelines specified in this administrative regulation may be extended by the Eden Area ROP for good cause, with written notice to the parties. The written notice shall specify the reasons for the extension. (34 CFR 106.45)

Remedies

When there is a determination that sex discrimination, including sex-based harassment, has occurred, the Title IX Coordinator shall coordinate the provision and implementation of remedies to the complainant and other persons the Eden Area ROP identifies as having had equal access to the Eden Area ROP's education program or activity limited or denied by sex discrimination, including sex-based harassment; coordinate the imposition of any disciplinary sanctions on a respondent described in "Disciplinary Actions" below, including notification to the complainant of any such disciplinary actions; and take other appropriate prompt and effective steps to ensure that sex discrimination, including sex-based harassment, does not continue or recur within the Eden Area ROP's education program or activity. (34 CFR 106.45)

Corrective/Disciplinary Actions

The Eden Area ROP shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44, 106.45)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sex discrimination and/or sex-based harassment include, but are not limited to:

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

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

The Eden Area ROP shall not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the Eden Area ROP's determination of whether sex discrimination, including sex-based harassment, occurred. (34 CFR 106.45)

Record-Keeping

The Superintendent or designee shall maintain, for at least a period of seven years: (34 CFR 106.45)

1. For each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process or formal investigation procedures
2. For each notification the Title IX Coordinator or designee receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, records documenting the actions taken to fulfill the Eden Area ROP's obligations as specified in 34 CFR 106.44, including supportive measures offered and implemented
3. All materials used to train Eden Area ROP employees; the Title IX Coordinator and designee(s); investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the Eden Area ROP's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials available upon request by members of the public.

For complaints containing allegations of childhood sexual assault, the Superintendent or designee shall also indefinitely maintain the following: (Code of Civil Procedure 340.1):

1. A record of the allegation(s)
 2. A record of the investigation procedures followed
 3. A record of the written determination
 4. A record of the corrective action implemented, if any
 5. A record of any appeals and the outcome of the same
 6. All training materials addressing the prohibition and investigation of childhood sexual assault
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Exhibit 5145.71-E(1): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/03/2022 | Last Reviewed Date: 02/03/2022

NOTICE OF TITLE IX NONDISCRIMINATION

The Code of Federal Regulations, Title 34, Section 106.8 requires the Eden Area ROP to issue the following notification to students at all grade levels, and their parents/guardians or other authorized legal representative:

The Eden Area ROP does not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment, in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The Eden Area ROP also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

The Eden Area ROP is required, as specified in Title IX, to take prompt and equitable action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the Eden Area ROP's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The Eden Area ROP has designated and authorized the following employee(s) as the Eden Area ROP's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sex-based harassment:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Any individual may report sex discrimination, including sex-based harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During Eden Area ROP business hours, reports may also be made in person. Upon receiving an allegation of sex harassment, including sex-based harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable Eden Area ROP complaint procedure.

To view an electronic copy of the Eden Area ROP's policies and administrative regulations on sex harassment, including sex-based harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - Sex Discrimination and Sex-Based Harassment and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures on the Eden Area ROP's website at www.edenrop.org

To inspect or obtain a copy of the district's sex discrimination and sex-based harassment policies and administrative regulations, please contact:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Materials used to train employees; the Title IX Coordinator; investigator(s), decisionmaker(s), and other person(s) who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person(s) who facilitates an informal resolution process, are available at the Eden Area ROP office upon request.

Policy 5146: Married/Pregnant/Parenting Students

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, medical conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The Eden Area ROP shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's current, potential, or past pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery. In addition, the Eden Area ROP shall not adopt any rule concerning a student's actual, potential, or past parental, family, or marital status that discriminates against and/or treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

Any employee who is informed by a student, or a person who has a legal right to act on behalf of a student, of a student's pregnancy or related conditions shall provide that person with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific acts to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the Eden Area ROP's education program or activity. (34 CFR 106.8)

When notified of a student's pregnancy or related conditions, the Title IX Coordinator shall provide the student, and if applicable the person who has a legal right to act on behalf of the student and who notified the Title IX Coordinator of the student's pregnancy or related conditions, with the Eden Area ROP's notice of nondiscrimination, as specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment and Exhibit (1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. The Title IX Coordinator shall also coordinate actions specified in 34 CFR 106.40 to prevent discrimination against, and ensure equal access to, the student, including the following: (34 CFR 106.44)

1. Notifying the student that the Eden Area ROP is required to not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions

However, a student's voluntary participation in a separate portion of the Eden Area ROP's education program or activity does not constitute prohibited discrimination if the Eden Area ROP ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. To the extent consistent with 34 CFR 106.40(b)(3), ensuring that pregnancy or related conditions are treated in the same manner and under the same policies as any other temporary medical condition with respect to any medical or hospital benefit, service, plan, or policy the Eden Area ROP administers, operates, offers, or participates in with respect to students admitted to the Eden Area ROP's education program or activity
3. Informing the student that the Eden Area ROP may not require the student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the Eden Area ROP's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the Eden Area ROP requires such certification of all participating students; and, the information obtained is not used as a basis for Title IX discrimination

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other Eden Area ROP students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

The Superintendent or designee shall not require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the Eden Area ROP's education program or activity, including an extracurricular activity, unless the certified level of physical ability is necessary for participation and such certification is required of all students. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A student who is pregnant or parenting, or has a related condition, shall be entitled to parental leave in order to protect the health of the student and/or the infant, and to allow the student to care for and bond with the infant. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider, or, if the Eden Area ROP has a leave policy for which the student qualifies, the amount of time provided for in such policy. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015; 34 CFR 106.40)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the Eden Area ROP. (Education Code 46015; 34 CFR 106.40)

Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

Accommodations

When necessary, the Eden Area ROP shall provide reasonable accommodations to enable a student who is pregnant or parenting, or with related conditions, to access the educational program. The Eden Area ROP shall consult with the student when identifying potential modifications. Any modification accepted by the student shall be implemented. Any proposed modification that would fundamentally alter the nature of the Eden Area ROP's education program or activity shall not be implemented. (34 CFR 106.40)

Reasonable modifications may include, but are not limited to: (34 CFR 106.40)

1. Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom

2. Intermittent absences to attend medical appointments
3. Access to online or homebound education
4. Changes in schedule or course sequence
5. Extensions of time for coursework and rescheduling of tests and examinations
6. Allowing a student to sit or stand, or carry or keep water nearby
7. Counseling
8. Changes in physical space or supplies, such as access to a larger desk or a footrest
9. Elevator access
10. Any other change to policies, practices, or procedures

A student who is pregnant or who has a related condition shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222; 34 CFR 106.40)

1. Access to a private and secure room, other than a restroom, that is clean, shielded from view, and free from intrusion by others to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of a student's current, potential, or past pregnancy, family, or marital status, Eden Area ROP noncompliance with the requirements of Education Code 46015 or 34 CFR 106.40, or Eden Area ROP noncompliance with the requirement to provide reasonable accommodations for lactating students, shall be investigated and resolved in accordance with the Title IX grievance procedures as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. (Education Code 222, 46015; 5 CCR 4600- 4670; 34 CFR 106.44, 106.45)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of Eden Area ROP strategies to support current, potential, and past married, pregnant, and parenting students, which may include data on student participation in Eden Area ROP programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on Eden Area ROP programs and services.

DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Revised Salary Schedules (Charts 1-4)

BACKGROUND

At the October 4, 2024 Governing Board meeting, the Board approved the following adjustments to employee compensation and benefits, effective retroactively to July 1, 2024:

- A 4% salary increase for all employees.
- A \$1,000 increase to the annual health and wellness benefit package for all full-time employees.

CURRENT SITUATION

Based on the action of the Board during the October meeting, the following revised salary schedules are being presented for your approval:

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 2A: Certificated 7 Hour (120%) Salaried Employees
- Salary Scale Chart 2B: Certificated Hourly Employees
- Salary Scale Chart 2C: Adult Programs Employees
- Salary Scale Chart 3: Classified Exempt Employees
- Salary Scale Chart 4: Administration

RECOMMENDATION

It is recommended that the Governing Board approve the revised salary schedules (charts 1-4).

Salary Scale Chart 1

CLASSIFIED EMPLOYEES

2024-2025

Effective: July 1, 2024

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Public Relations & Student Activities Specialist
B3	12 months	Confidential	Executive Assistant
B4	12 months		Administrative Assistant
B5	12 months		Registrar (Y-Rate)
C1	10 months		Student Support Services Technician
C3	12 months		Office Support Technician
C3	12 months	Confidential	Accounting Technician
C3	12 months		Registrar
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2	12 months		Security/Grounds Officer
F	10 months		Instructional Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
B1	H	\$32.45	\$33.74	\$35.12	\$36.56	\$38.05	\$39.66	\$41.28	\$43.01	\$44.86	\$46.75
	M	\$4,697.14	\$4,883.87	\$5,083.62	\$5,292.06	\$5,507.74	\$5,740.79	\$5,975.28	\$6,225.70	\$6,493.49	\$6,767.06
	A	\$46,971.38	\$48,838.65	\$50,836.20	\$52,920.60	\$55,077.38	\$57,407.85	\$59,752.80	\$62,256.98	\$64,934.85	\$67,670.63
B3	H	\$32.45	\$33.74	\$35.12	\$36.56	\$38.05	\$39.66	\$41.28	\$43.01	\$44.86	\$46.75
	M	\$5,273.13	\$5,482.75	\$5,707.00	\$5,941.00	\$6,183.13	\$6,444.75	\$6,708.00	\$6,989.13	\$7,289.75	\$7,596.88
	A	\$63,277.50	\$65,793.00	\$68,484.00	\$71,292.00	\$74,197.50	\$77,337.00	\$80,496.00	\$83,869.50	\$87,477.00	\$91,162.50
B4	H	\$34.07	\$35.42	\$36.88	\$38.39	\$39.96	\$41.64	\$43.34	\$45.17	\$47.10	\$49.09
	M	\$5,536.38	\$5,755.75	\$5,993.00	\$6,238.38	\$6,493.50	\$6,766.50	\$7,042.75	\$7,340.13	\$7,653.75	\$7,977.13
	A	\$66,436.50	\$69,069.00	\$71,916.00	\$74,860.50	\$77,922.00	\$81,198.00	\$84,513.00	\$88,081.50	\$91,845.00	\$95,725.50
B5	H	\$34.07	\$35.42	\$36.88	\$38.39	\$39.96	\$41.64	\$43.34	\$45.17	\$47.10	\$49.09
	M	\$5,536.38	\$5,755.75	\$5,993.00	\$6,238.38	\$6,493.50	\$6,766.50	\$7,042.75	\$7,340.13	\$7,653.75	\$7,977.13
	A	\$66,436.50	\$69,069.00	\$71,916.00	\$74,860.50	\$77,922.00	\$81,198.00	\$84,513.00	\$88,081.50	\$91,845.00	\$95,725.50

S	C	1	2	3	4	5	6	7	8	9	10
C1	H	\$30.14	\$31.31	\$32.57	\$33.87	\$35.25	\$36.68	\$38.17	\$39.74	\$41.41	\$43.31
	M	\$3,966.15	\$4,120.11	\$4,285.92	\$4,456.98	\$4,638.58	\$4,826.75	\$5,022.83	\$5,229.42	\$5,449.18	\$5,699.20
	A	\$43,627.65	\$45,321.23	\$47,145.08	\$49,026.83	\$51,024.38	\$53,094.30	\$55,251.08	\$57,523.65	\$59,940.98	\$62,691.23
C3	H	\$30.14	\$31.31	\$32.57	\$33.87	\$35.25	\$36.68	\$38.17	\$39.74	\$41.41	\$43.31
	M	\$4,897.75	\$5,087.88	\$5,292.63	\$5,503.88	\$5,728.13	\$5,960.50	\$6,202.63	\$6,457.75	\$6,729.13	\$7,037.88
	A	\$58,773.00	\$61,054.50	\$63,511.00	\$66,046.50	\$68,737.50	\$71,562.00	\$74,431.50	\$77,493.00	\$80,749.50	\$84,454.50
D	H	\$29.10	\$30.20	\$31.40	\$32.65	\$33.97	\$35.35	\$36.78	\$38.29	\$39.89	\$41.79
	M	\$4,728.75	\$4,907.50	\$5,102.50	\$5,305.63	\$5,520.13	\$5,744.38	\$5,976.75	\$6,222.13	\$6,482.13	\$6,790.88
	A	\$56,745.00	\$58,890.00	\$61,230.00	\$63,667.50	\$66,241.50	\$68,932.50	\$71,721.00	\$74,665.50	\$77,785.50	\$81,490.50
E1	H	\$26.54	\$27.51	\$28.57	\$29.69	\$30.86	\$32.06	\$33.34	\$34.68	\$36.09	\$37.98
	M	\$3,492.42	\$3,620.07	\$3,759.55	\$3,906.93	\$4,060.90	\$4,218.80	\$4,387.24	\$4,563.57	\$4,749.12	\$4,997.82
	A	\$38,416.65	\$39,820.73	\$41,355.08	\$42,976.28	\$44,669.85	\$46,406.85	\$48,259.65	\$50,199.30	\$52,240.28	\$54,976.05
E2	H	\$26.54	\$27.51	\$28.57	\$29.69	\$30.86	\$32.06	\$33.34	\$34.68	\$36.09	\$37.98
	M	\$4,312.75	\$4,470.38	\$4,642.63	\$4,824.63	\$5,014.75	\$5,209.75	\$5,417.75	\$5,635.50	\$5,864.63	\$6,171.75
	A	\$51,753.00	\$53,644.50	\$55,711.50	\$57,895.50	\$60,177.00	\$62,517.00	\$65,013.00	\$67,626.00	\$70,375.50	\$74,061.00
F	H	\$25.53	\$26.53	\$27.50	\$28.55	\$29.66	\$30.83	\$32.02	\$33.32	\$34.65	\$36.55
	M	\$3,695.47	\$3,840.22	\$3,980.63	\$4,132.61	\$4,293.29	\$4,462.64	\$4,634.90	\$4,823.07	\$5,015.59	\$5,290.61
	A	\$36,954.68	\$38,402.18	\$39,806.25	\$41,326.13	\$42,932.85	\$44,626.43	\$46,348.95	\$48,230.70	\$50,155.88	\$52,906.13
H	H	\$24.73	\$25.63	\$26.60	\$27.60	\$28.63	\$29.75	\$30.90	\$32.12	\$33.40	\$35.30
L	H	\$18.12									

Associate's Degree	Bachelor's Degree	Master's Degree	Confidential Stipend
\$612 per year	\$867 per year	\$1,122 per year	5%
<p>Employees receive an annual benefit package of \$12,621.16.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Longevity Columns 6, 7, 8, 9, 10 reached at 10, 15, 20, 25, 30 years respectively. Numbers have been rounded. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. 			

Salary Scale Chart 2A

CERTIFICATED 7 HOUR SALARIED EMPLOYEES

2024-2025

Effective: July 1, 2024

Classroom Instructor 185 days

Career Counselor 195 days

Step	A	B	C	D	E	F
1	\$78,841.93	\$82,074.10	\$85,470.14	\$89,032.60	\$92,775.07	
2	\$80,135.80	\$83,430.03	\$86,893.13	\$90,531.31	\$94,348.31	
3	\$81,455.73	\$84,816.99	\$88,349.65	\$92,058.62	\$95,951.37	
4	\$82,799.25	\$86,228.83	\$89,831.00	\$93,615.71	\$97,584.20	
5	\$84,173.81	\$87,669.19	\$91,344.64	\$95,205.10	\$99,253.03	
6		\$89,139.38	\$92,888.09	\$96,825.52	\$100,955.43	
7		\$90,636.85	\$94,462.56	\$98,478.21	\$102,691.33	
8		\$92,167.89	\$96,066.84	\$100,163.21	\$104,459.50	
9		\$93,726.22	\$97,705.88	\$101,884.21	\$106,264.94	
10		\$95,318.10	\$99,375.97	\$103,638.74	\$108,106.39	
11			\$101,080.82	\$105,428.03	\$109,987.57	
12					\$111,902.26	
17						\$116,789.59
22						\$118,840.87
27						\$120,933.16

Employees receive an annual benefit package of \$12,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program. Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

***Step 17 is a Longevity Step-** increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Note: Employee may elect to participate at the employee's expense in one of the health plan packages offered by the EAROP to its employees.

SUMMER SCHOOL INSTRUCTORS

Hourly Rate/Step 2

\$50.35

SUBSTITUTE INSTRUCTORS

Hourly Rate

Hourly Rate
(Long Term Assignment)

Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.

\$37.62

\$41.19

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

Professional Growth: Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

***Step 17 is a Longevity Step** – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree

Master's Degree

Doctorate

\$867

\$1,122

\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

Salary Scale Chart 2B CERTIFICATED HOURLY EMPLOYEES

2024-2025

Effective: July 1, 2024

HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6	7
HOURLY RATE	\$46.29	\$50.35	\$52.61	\$54.98	\$57.48	\$60.08	\$61.97

SUBSTITUTE TEACHERS

Hourly Rate	Hourly Rate (Long-Term Assignment)	Long-Term Hourly Rate - retroactive to the first day of consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.
\$37.62	\$41.19	

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

Bachelor's Degree	Master's Degree	Doctorate	Special Assignment
\$867	\$1,122	\$1,632	*20%

Note:

- **Educational Stipends** - Employee will receive the highest educational stipend ONLY.



Salary Scale Chart 2C ADULT PROGRAMS EMPLOYEES

2024-2025

Effective: July 1, 2024

CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$78,841.93	\$82,074.10	\$85,470.14	\$89,032.60	\$92,775.07	
2	\$80,135.80	\$83,430.03	\$86,893.13	\$90,531.31	\$94,348.31	
3	\$81,455.73	\$84,816.99	\$88,349.65	\$92,058.62	\$95,951.37	
4	\$82,799.25	\$86,228.83	\$89,831.00	\$93,615.71	\$97,584.20	
5	\$84,173.81	\$87,669.19	\$91,344.64	\$95,205.10	\$99,253.03	
6		\$89,139.38	\$92,888.09	\$96,825.52	\$100,955.43	
7		\$90,636.85	\$94,462.56	\$98,478.21	\$102,691.33	
8		\$92,167.89	\$96,066.84	\$100,163.21	\$104,459.50	
9		\$93,726.22	\$97,705.88	\$101,884.21	\$106,264.94	
10		\$95,318.10	\$99,375.97	\$103,638.74	\$108,106.39	
11			\$101,080.82	\$105,428.03	\$109,987.57	
12					\$111,902.26	
17						\$116,789.59
22						\$118,840.87
27						\$120,933.16

Employees receive an annual benefit package of \$12,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. *At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.* Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

*Step 17 is a Longevity Step- increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Note: Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.

EDUCATIONAL STIPENDS

Professional Growth: Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

***Step 17 is a Longevity Step** – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6	7
HOURLY RATE	\$46.29	\$50.35	\$52.61	\$54.98	\$57.48	\$60.08	\$61.97

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

CLASSIFIED EMPLOYEES

STEP	WORK YEAR	CLASSIFIED POSITION TITLES
AE 1	12 months	Program & Internship Coordinator
AE 1	12 months	Enrollment & Registration Coordinator
AE 3	12 months	Administrative Support Specialist
AE 3	12 months	Program Specialist
AE 5	12 months	Security
AE 6	12 months	Exempt Instructor (Classified Hourly)

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
AE 1	H	\$35.12	\$36.56	\$38.05	\$39.66	\$41.28	\$43.01	\$44.86	\$46.75	\$48.71	\$50.76
	M	\$5,707.00	\$5,941.00	\$6,183.13	\$6,444.75	\$6,708.00	\$6,989.13	\$7,289.75	\$7,596.88	\$7,915.38	\$8,248.50
	A	\$68,484.00	\$71,292.00	\$74,197.50	\$77,337.00	\$80,496.00	\$83,869.50	\$87,477.00	\$91,162.50	\$94,984.50	\$98,982.00
AE 3	H	\$32.45	\$33.74	\$35.12	\$36.56	\$38.05	\$39.66	\$41.28	\$43.01	\$44.86	\$46.75
	M	\$5,273.13	\$5,482.75	\$5,707.00	\$5,941.00	\$6,183.13	\$6,444.75	\$6,708.00	\$6,989.13	\$7,289.75	\$7,596.88
	A	\$63,277.50	\$65,793.00	\$68,484.00	\$71,292.00	\$74,197.50	\$77,337.00	\$80,496.00	\$83,869.50	\$87,477.00	\$91,162.50
AE 5	H	\$26.54	\$27.51	\$28.57	\$29.69	\$30.86	\$32.06	\$33.34	\$34.68	\$36.09	\$37.98
	M	\$4,312.75	\$4,470.38	\$4,642.63	\$4,824.63	\$5,014.75	\$5,209.75	\$5,417.75	\$5,635.50	\$5,864.63	\$6,171.75
	A	\$51,753.00	\$53,644.50	\$55,711.50	\$57,895.50	\$60,177.00	\$62,517.00	\$65,013.00	\$67,626.00	\$70,375.50	\$74,061.00
AE 6	H	\$46.29	\$50.35	\$52.61	\$54.98	\$57.48	\$60.08	\$61.97			

For AE 6

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

Associate's Degree	Bachelor's Degree	Master's Degree	Annual Benefits Package
\$612 per year	\$867 per year	\$1,122 per year	\$12,621.16 per year

Notes:

- Longevity Columns 6, 7, 8, 9 and 10 reached at 10, 15, 20, 25 and 30 years respectively.
- Numbers have been rounded.

Salary Scale Chart 3 CLASSIFIED EXEMPT EMPLOYEES

2024-2025

Effective: July 1, 2024

STEP	CLASSIFIED EXEMPT POSITION TITLES
A-0	Work-Based Learning Specialist (11 Months/223 Days)
A-0	Workforce Readiness Coordinator (11 Months/223 Days)
A-0	Pathway Coordinator (11 Months/223 Days)
A-2	Information Technology Specialist (12 Months/260 Days)

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9
A-0	H	\$54.60	\$57.25	\$60.01	\$62.92	\$64.43	\$66.00	\$67.59	\$69.24	\$70.92
	M	\$8,301.68	\$8,704.60	\$9,124.25	\$9,566.70	\$9,796.29	\$10,035.00	\$10,276.75	\$10,527.63	\$10,783.06
	A	\$91,318.50	\$95,750.63	\$100,366.73	\$105,233.70	\$107,759.18	\$110,385.00	\$113,044.28	\$115,803.90	\$118,613.70
A-2	H	\$45.53	\$47.28	\$49.10	\$50.99	\$52.98	\$55.33	\$57.80	\$60.38	\$63.10
	M	\$7,398.63	\$7,683.00	\$7,978.75	\$8,285.88	\$8,609.25	\$8,991.13	\$9,392.50	\$9,811.75	\$10,253.75
	A	\$88,783.50	\$92,196.00	\$95,745.00	\$99,430.50	\$103,311.00	\$107,893.50	\$112,710.00	\$117,741.00	\$123,045.00

EDUCATIONAL STIPENDS

Associate's Degree	\$612 per year
Bachelor's Degree	\$867 per year
Master's Degree	\$1,122 per year

- **Employees receive an annual benefit package of \$12,621.16.**
- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- 12 Month Classified Exempt employees accrue vacation at one step higher than their organization vacation accrual rate.
- Employee may elect to participate at the employee's expense in one of the health plan packages offered by the EAROP to its employees.
- Numbers have been rounded.

Salary Scale Chart 4 ADMINISTRATION

2024-2025

Effective: July 1, 2024

STEP	ADMINISTRATION POSITION TITLES
A	Principal – Certificated Position 220 day work year
A	Director of Adult Programs and Apprenticeships - Certificated Position 220 day work year
C	Fiscal Services Administrator - Classified Position-260 day work year (this position accrues vacation)
C	Human Resources Administrator- Classified Position-260 day work year (this position accrues vacation)
D	Assistant Principal – Certificated Position 220 day work year

Range and Column

Range	Column	1	2	3	4	5	L6*	L7*
A	Daily	\$718.55	\$752.32	\$787.68	\$824.70	\$863.46	\$877.09	\$890.73
	Monthly	\$13,173.33	\$13,792.48	\$14,440.73	\$15,119.44	\$15,830.05	\$16,080.05	\$16,330.05
	Annually	\$158,080.00	\$165,509.76	\$173,288.72	\$181,433.29	\$189,960.65	\$192,960.65	\$195,960.65
C	Daily	\$542.84	\$566.79	\$591.92	\$618.33	\$646.05	\$657.59	\$669.13
	Monthly	\$11,761.59	\$12,280.44	\$12,824.93	\$13,397.10	\$13,997.74	\$14,247.74	\$14,497.74
	Annually	\$141,139.09	\$147,365.32	\$153,889.20	\$160,765.16	\$167,972.93	\$170,972.93	\$173,972.93
D	Daily	\$614.55	\$643.43	\$673.67	\$705.33	\$738.48	\$752.12	\$765.76
	Monthly	\$11,266.67	\$11,796.20	\$12,350.62	\$12,931.10	\$13,538.86	\$13,788.86	\$14,038.86
	Annually	\$135,200.00	\$141,554.40	\$148,207.46	\$155,173.21	\$162,466.35	\$165,466.35	\$168,466.35

*LONGEVITY STEPS: AFTER 3 YEARS ON STEP 5, EMPLOYEE MOVES TO STEP 6. AFTER 3 YEARS ON STEP 6, EMPLOYEE MOVES TO STEP 7.
ADDITIONAL \$3,000 PAID AFTER 3 YEARS ON STEP 5, ANOTHER \$3,000 PAID AFTER 3 YEARS ON STEP 6.

EDUCATIONAL STIPENDS

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

- Employees receive an annual benefit package of \$12,621.16.
- Daily rate=total annual salary / number of days in work year.
- Employee may elect to participate at the employee's expense in one of the health plan packages offered by the EAROP to its employees.
- Certificated work year does not include vacations or holidays.
- Classified work year does include vacation and holidays.
- Numbers have been rounded.



DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to Approve the Grant Expansion Stipend for Operations in the 2024-2025 Fiscal Year

BACKGROUND

The massive expansion of grant funds, initiatives, more students, new and more staff has had a material and substantial impact on Eden Area ROP operations. While some challenges have been addressed by adding staff (although the number of staffing transitions has been a challenge), extra hours, and implementing proactive reclassifications. Certain employee groups and departments have been affected by this expansion without additional staffing or compensation adjustments.

CURRENT SITUATION

The Eden Area ROP is proposing a Grant Expansion stipend of 10% of each identified employee group's salary to be paid monthly from July 1, 2024, through June 30, 2025. The total amount will not exceed \$98,290 across all funds.

RECOMMENDATION

It is recommended that the Governing Board approve the Grant Expansion Stipend for operations in the 2024-2025 fiscal year.

EdenAreaROP

Grant Expansion Stipends

Situation

The massive expansion of grant funds, initiatives, more students, new and more staff has had a material and substantial impact on EAROP operations. Some of this issue has been addressed by adding staff (although the number of staffing transitions has been a challenge), extra hours, and proactive reclassifications. Certain employee groups and departments have been affected by this expansion with no added staff or adjusted compensation.

Background

With the dramatic increase of grant awards for 2024 2025, EAROP impacted staff have been working to address the growth of activity. In FY 2020 2021, we were operating nine different grants. In 2022 2023, we introduced a few smaller grants for which the increase in grant management was not overly cumbersome.

In 2024 2025, we will be managing 17 different grants. The impact on the Business Office, HR and other operations has been significant.

Below is a list of grants we will coordinating in 2024 2025:

- CTEIG Round 9
- SWP Round 5 Connections
- WIOA
- Workability
- Downtown HPN
- HPN CDSS
- Bay Area K16 Collaborative
- CAI: Dental Assisting Pre-Apprenticeship
- CAI: Dental Assisting Apprenticeship
- CAI: Careers in Education Pre-Apprenticeship
- CARB Zero Emissions Vehicle Training Program
- ACWDB STEP Forward Grant
- City of Hayward Urban Farming
- Middle College Grant
- Golden State Pathways Program: Health Careers Pathway (Pending)
- Golden State Pathways Program: Careers in Education Pathway (Pending)
- Golden State Pathways Program: Zero Emission Vehicle Pathway (Pending)
- SWP Round 7 PADE (Pending)
- SWP Round 7 HB4EL (Pending)
- SWP Round 7 AI Literacy (Pending)
- CTEIG Round 10 (Pending)

Analysis

Below is a summary of how the changes have impacted different departments and different roles in each department.

Department	Position	Impact	Actions
Supt. Office	<ul style="list-style-type: none"> Executive Assistant 	<ul style="list-style-type: none"> Increase 	<ul style="list-style-type: none"> Stipend
Adult Programs	<ul style="list-style-type: none"> Administration Admin Support Instructors 	<ul style="list-style-type: none"> Increase Increase No increase 	<ul style="list-style-type: none"> Reclass Reclass n/a
Business Department	<ul style="list-style-type: none"> Administration Acct. Technician Accounts Receivable/Purchasing Technician 	<ul style="list-style-type: none"> Increase Increase Increase 	<ul style="list-style-type: none"> Stipend Stipend Stipend
Educational Services	<ul style="list-style-type: none"> Administration Admin Support Career Counselor Registrar WBL PR Programs Instructors Instructional Aides Security 	<ul style="list-style-type: none"> Increase Increase Increase Increase Transition No Increase No increase No increase No increase Increase 	<ul style="list-style-type: none"> Reclass Reclass, Staff Stipend Stipend Staff, support n/a n/a n/a n/a Stipend
Human Resources	<ul style="list-style-type: none"> Administration Front Desk 	<ul style="list-style-type: none"> Increase No increase 	<ul style="list-style-type: none"> Stipend Staff

Recommendation

Most of the employee groups who have been affected by the expansion and have not had the benefit of reclassification or added staffing and support are Classified Employees with the exception of the Career Counselor.

Due to the vagaries of grant funding, it is difficult to commit to reclassification for each group. To see whether this trend is going to continue, we need to move through another grant cycle to consider whether reclassifications are in order.

As a short-term solution based on current grant funding, I recommend a stipend during the 2024 2025 school year, 10% of each employee's base salary to be paid monthly.

Department	Position	Impact	Actions
Supt. Office	<ul style="list-style-type: none"> Executive Assistant 	<ul style="list-style-type: none"> Increase 	<ul style="list-style-type: none"> Stipend
Business Department	<ul style="list-style-type: none"> Administration Acct. Technician Accounts Receivable/Purchasing Technician 	<ul style="list-style-type: none"> Increase Increase Increase 	<ul style="list-style-type: none"> Stipend Stipend Stipend
Educational Services	<ul style="list-style-type: none"> Career Counselor Registrar Security 	<ul style="list-style-type: none"> Increase Increase Increase 	<ul style="list-style-type: none"> Stipend Stipend Stipend
Human Resources	<ul style="list-style-type: none"> Administration 	<ul style="list-style-type: none"> Increase 	<ul style="list-style-type: none"> Stipend

The cost of the stipends over the year will not exceed \$98,290 across all funds. This amount is in line with the Indirect Costs that we will recoup over the 2024 2025 school year. Indirect Costs are designed to allocate funding for the operations costs of implementing grant activities.

DATE: November 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Mark Miller for Construction Manager Consultation Services from October 1, 2024 through September 1, 2025

BACKGROUND

Business Services has a need for a construction manager consultant to facilitate a multitude of capital outlay projects throughout campus.

California Government Code 53060 states that "The legislative body of any ... district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."

CURRENT SITUATION

The attached agreement is the working agreement with independent contractor, Mark Miller, from October 1, 2024 through September 1, 2025, to provide construction manager consulting services.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Mark Miller for construction manager consultation services from October 1, 2024 through September 1, 2025.



AGREEMENT FOR SERVICE

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Mark A. Miller (the "Service Provider") between October 1, 2024 through September 1, 2025.

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.
- C. Mark A. Miller has a background in assessment, procurement, budgeting and construction, working with owners to develop project scope, planning execution approaches, coordinating with affected public agencies, and working with owners, design teams, vendors and suppliers and with construction of projects, and is willing to provide services to Eden Area ROP based on this background.

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, but not limited to, Exhibit A.

Term of Agreement

- 2. The term of this Agreement will be from October 1, 2024 and will remain in full force and effect until September 1, 2025, and not to exceed 560 total hours, 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. Eden Area ROP will pay a fee to Mark A. Miller for the services based on \$135.00 per hour with a not to exceed of \$75,600.00. This fee shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider shall submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

Confidentiality

6. 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

7. 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

8. 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.
9. 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

10. 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

11. 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

12. 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

13. 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

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

Costs and Legal Expenses

15. 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

16. 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

17. 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

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

Indemnification

19. A) **Service Provider Indemnity of Customer.** The Service Provider shall indemnify, defend and hold harmless Eden Area ROP and its Governing Board, officers, agents and employees from any and all claims and losses including those resulting in bodily injury and/or physical damage accruing against the Customer by any other party arising directly or indirectly due to the negligent or willful acts, omissions, or errors of Service Provider in performing or providing any of the services or other work product by the Service Provider.
- B) **Customer Indemnity of Service Provider.** The Customer shall indemnify, defend and hold harmless Service Provider from any and all claims and losses including those resulting in bodily injury and/or physical damage, accruing against Service Provider by any other party arising directly or indirectly due to negligent or willful acts, omissions or errors of the Customer, its Governing Board, officers, agents, employees and contractors.

Inurement

20. 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

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Mark A. Miller, Service Provider

Date

Anthony Oum, Eden Area ROP
Fiscal Services Administrator

Date