

EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, October 2, 2025
5:45 pm

Mission: 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.

Vision: Our vision is to embody our Core Values, leveraging our trained skills and knowledge to become visionary leaders in our careers and inspire social and economic growth in our communities.

Core Values: We believe in the Eden Area ROP! Equitable, Accessible, Restorative, Outcomes, Professional

GOVERNING BOARD MEMBERS

Juan Campos, President	San Lorenzo Unified School District
Sara E. Raymond, Vice President	Castro Valley Unified School District
Zachary Borja, Member	San Leandro Unified School District
Austin Bruckner Carrillo, Member	Hayward Unified School District



Regular Meeting of the ROP Governing Board

Date: Thursday, October 2, 2025
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/99131421192?pwd=o6WB6ZQDDSO8lmJKrMbYPS6raA3vJs.1>

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/99131421192?pwd=o6WB6ZQDDSO8lmJKrMbYPS6raA3vJs.1> to at the noticed meeting time.

Meeting ID: **991 3142 1192**

Passcode: **EAROP2526**

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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/abKKociOzF>

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. This meeting is being recorded to prepare the official minutes.

When it is time for 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.

Once called on, speakers are requested to begin by stating their name, and whether the statement is being made as an individual or as a representative of an organization.

Public Comment if attending 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.

Public Comment if attending via Zoom (video or phone):

- **By video conference:** Use the "Raise Hand" button to request to speak when Public Comment is being taken on the eligible agenda item. Instructions on how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>. Speakers via Zoom should also ensure that your name matches your Zoom profile name. You will be unmuted during your turn and re-muted once your comment is complete.
- **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. Instructions on how to "Raise Your Hand" by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>. You will be unmuted during your turn and re-muted once your comment is complete.

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. Approval of Agenda

IV. Pledge of Allegiance

V. Vision Statement

VI. Mission Statement

VII. Core Values

VIII. 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 welcomes and encourages public comment on items listed on the agenda or within the Board's jurisdiction. We ask that all speakers engage respectfully and honor one another's points of view.

Public Comment Instructions

When it is your turn to speak:

- Your name will be called.
- You will either be unmuted (if joining virtually or by phone) or asked to come forward (if attending in person).
- Please begin by stating your name and whether you are speaking as an individual or on behalf of an organization.
- Each speaker is allowed up to three (3) minutes, unless the Board decides otherwise.
- This meeting is recorded for the official minutes.

If You Are Attending in Person

- Fill out a **"Request to Address Eden Area ROP Governing Board" card** at the entrance.
- Turn it in to the Governing Board President before the agenda item begins.
- When called, please come to the podium to make your comment.

If You Are Joining by Zoom (Computer or Device)

- Use the **“Raise Hand” feature** under “Participants” when the item you wish to comment on is called.
- Please ensure that your name matches your Zoom profile name.
- After your comment, your microphone will be muted again.

If You Are Joining by Phone through Zoom

- Press ***9** on your phone keypad to “Raise Your Hand” when the agenda item is called.
- You will be unmuted when it is your turn to speak.
- After your time has ended, your line will be re-muted.

IX. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 6)

X. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of September 4, 2025 (pages 8-16)
- B. Request the Governing Board approve the Bill Warrants (pages 17-21)
- C. Request the Governing Board approve the Personnel Action Items (pages 22-23)
- D. Request the Governing Board approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 24-25)
- E. Request the Governing Board approve the Listed Donations- California Homebuilding Foundation (page 26)
- F. Request the Governing Board approve the Standard Services Agreement with Alameda County and the Alameda County Workforce Development Board (ACWDB) for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2026 Grant Agreement (pages 27-99)
- G. Request the Governing Board approve the Subaward Agreement Amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2025-2026 School Year (pages 100-111)
- H. Request the Governing Board approve the MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2025-2026 School Year (pages 112-114)
- I. Request the Governing Board approve the MOU with the Hayward Unified School District for Student Transportation for 2025-2026 School Year (pages 115-117)
- J. Request the Governing Board approve the MOU with the San Lorenzo Unified School District for Student Transportation for 2025-2026 School Year (pages 118-122)

XI. Information Items

- A. ROP Pathway Review-Patient Care (pages 124-125)

- B. ROP Pathway Reviews-Health Care Administrative Services and Patient Care (pages 126-127)
- C. Back to School Night (page 128)

XII. Action Items

- A. Request the Governing Board approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Board Bylaws and Exhibits (pages 130-272)
- B. Request the Governing Board approve the Student Board Member Process (pages 273-278)

XIII. Communications

- A. Letter from the Alameda County Office of Education regarding the Adopted Budget (page 280)

XIV. Superintendent's Report

XV. Governing Board Reports

XVI. 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)

XVII. 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)

XVIII. Adjournment

STUDENT OF THE MONTH



DATE: October 2, 2025
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 October:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Samantha Rodriguez	San Lorenzo	Medical Careers	Jackson
Jezum Briel Taparan Guillermo	Mt. Eden	Sports Medicine	Osakwe
Thi Tran	San Leandro	Medical Careers	Newmerzhycky
Sandra Garcia	Mt. Eden	Medical Careers	Bystrom
Camila Vazquez	Mt. Eden	Medical Careers	Alfaro

RECOMMENDATION

Information only

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board September 4, 2025

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Thursday, September 4, 2025, in the Boardroom, at the Eden Area Regional Occupational Program located at 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD
Austin Bruckner Carrillo, Member	Hayward USD
Sara E. Raymond, Member	Castro Valley USD
Zachary Borja, Member	San Leandro USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Craig Lang	Director of Adult Programs and Apprenticeships
Laura Guajardo	Assistant Principal (Off-Site)
Manuschka Michaud	Principal
Anthony Oum	Fiscal Services Administrator
Michelle Stephens	Assistant Principal (On-Site)

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Manuschka Michaud read the Eden Area ROP Mission Statement.

V. Vision Statement

Craig Lang read the Eden Area ROP Vision Statement.

VI. Core Values

Blaine Torpey read the Eden Area ROP Core Values.

VII. Approval of Agenda

Trustee Austin Bruckner Carrillo requested to delay the first reading of Board Policy and Administrative Regulation 6141.2: Recognition Of Religious Beliefs And Custom from the following agenda item:

- Information Item X, E: First Reading of Governing Board Policies, Administrative Regulations, Board Bylaws and Exhibits

Blaine Torpey, Superintendent, requested to pull the following from the agenda:

- Agenda Item XIV: Recess to Closed Session, items A
- Agenda Item XV: Reconvene to Open Session and Report Action Taken in Closed Session, items A

Trustee Sara Raymond moved to approve the agenda with the aforementioned amendments, Trustee Zachary Borja seconded the motion. By the following vote, the agenda was approved as amended:

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

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

None.

IX. Consent Calendar

Trustee Sarah moved to approve the consent calendar items as follows:

- Minutes of the Regular Governing Board Meeting of September 4, 2025
- Bill Warrants
- Personnel Action Items
- DECA Overnight Field Trips for the 2025-2026 School Year
- SkillsUSA Overnight Field Trips for the 2025-2026 School Year
- Standard Services Agreement with Alameda County and the Alameda County Workforce Development Board for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2027 Grant Agreement
- Offer to Charter with San Jose Charter for Student Transportation for 2025-2026 School Year
- MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2025-2026 School Year
- Addendum to the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA)

Trustee Austin Bruckner Carrillo seconded the motion. By the following vote, the consent calendar was approved:

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

X. Information Items

A. Opening of School for the 2025-2026 School Year

Manuschka Michaud, Principal, reported on the opening of high school programs at Eden Area ROP center. Ms. Michaud shared that enrollment has reached 816 students, a significant increase from 748 the prior year. She noted that the growth reflects strong demand, with waiting lists in several programs.

Ms. Michaud highlighted the following:

- The Merchandising Program grew from 9 students to 18, with plans to expand to morning and afternoon sessions next year.
- The Medical Careers Program expanded to 3 sections of Medical Careers II, with internships, and 5 sections of Medical Careers I. A new instructor, Dr. Julio Alfaro, was hired to support the program.
- Overall, the Eden Area ROP is operating over capacity. While 790 seats were available, 816 students are enrolled. Capacity will grow to 830 next year through additional sections in ZEV and merchandising.
- Returning second-year student enrollment continues to increase, with 214 students this year compared to 183 last year.
- Bus transportation is at capacity. To support student safety, attendance checks on buses have been implemented beginning with San Leandro Unified School District and will expand to other districts.

B. Eden Area ROP Service Awards

Blaine Torpey, Superintendent, highlighted the employees that were recognized and honored for their commitment and service to the Eden Area ROP. He shared that annually service awards are presented to staff for their years of experience and dedication to the organization. Staff were recognized at the professional development meeting held on August 11, 2025. Service awards were given to Jessica Guevara (5 years), Johanna Lopez Romo (5 years), Anthony Oum (5 years), John Peters (5 years), Avel Jimenez (10 years), Daniel Pareja (15 years), Christina Charlton (20 years), Stacy Dixon (20 years), and Gabriela Juarez (20 years).

C. Dates for the Sophomore Tours and the Student Awards Ceremony

Michelle Stephens, Assistant Principal (On-Site), presented to the Governing Board the dates for the sophomore tours. She invited the Board members to attend their respective district's high schools' sophomore tours dates. She also shared the student award ceremony will be held on Thursday, May 21, 2026, the location is to be announced at a later date. Ms. Stephens also extended an invitation to the Governing Board to attend the award ceremony.

D. Proposed Student Board Member Process

Blaine Torpey, Superintendent, presented the proposed process

Blaine Torpey, Superintendent, provided an overview of the proposed process for selecting student board members. Superintendent Torpey noted that while he would be presenting the first reading of Board Bylaw 9150: Student Board Member, later in the agenda, he explained that the purpose of the plan is to incorporate student voice, engagement, and leadership into the Eden Area ROP Governing Board to ensure student perspectives are represented in decisions that impact their education and experience.

Superintendent Torpey noted that while the full selection process is designed to begin in January of a typical academic year, a shortened process will be used this year to seat students by February. He reported that approximately 150 students expressed interest in the 70 available ambassador positions, with 35 AM and 35 PM slots. The student ambassadors will nominate two 12th grade students, one from the AM group and one from the PM group, to serve as student board members. Candidates must be second-

year students who have already served as ambassadors.

Superintendent Torpey outlined that nominees will submit an application package to the principal. The principal will convene an interview panel consisting of an administrator, a certificated instructor, and a classified staff member. Two nominees will then be forwarded to the Board for approval, with both students expected to attend meetings to ensure consistent representation.

Superintendent Torpey shared that the board bylaw and selection process had been reviewed by the cabinet and leadership team, and feedback was incorporated. He stated that the nomination form, application, and interview materials are in development. In October, the policy and process will return to the Board for approval, followed by the nomination and application cycle in November. Students will be selected in December and seated in February.

The Board engaged in a discussion with Superintendent Blaine Torpey regarding the proposed student board member process for Eden Area ROP. Board members expressed strong support for incorporating student voice and leadership, noting the importance of hearing directly from students, who provide insight into the day-to-day operations and culture of the programs. Members appreciated that student participation could be recognized for course credit, although Superintendent Torpey clarified that credit assignment would depend on coordination with partner districts.

The Board discussed practical considerations including remote participation and district representation. The Superintendent noted that students often identify strongly as Eden Area ROP students rather than with their home districts and suggested that the process focus on merit and engagement rather than district affiliation. It was agreed that the process, bylaw, and administrative language should remain open-ended, with a review after two years to evaluate whether additional guidance regarding district representation is needed.

Members also emphasized the value of ensuring that nominees represent a variety of programs and highlighted the importance of connecting students back with their home schools for recognition, such as at graduation or senior awards events. The Board noted that the student ambassador interview process should include information about the programs students represent and encouraged consideration of diversity in perspective among selected students. Overall, the Board expressed enthusiasm for the process and its potential to strengthen student engagement, leadership, and representation within Eden Area ROP.

E. First Reading of Governing Board Policies, Administrative Regulations, Board Bylaws 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 noted that the updates reflect changes in law and policy, including adjustments related to Title IX language, SB 1137 regarding membership in multiple protected classes, and other general updates affecting multiple policies. He highlighted AR 5145.3, noting that it could include language supporting intersex, non-binary, transgender, and gender non-conforming students, which was no longer included in the federal Title IX final rule.

Trustee Sara Raymond asked for clarification on the page references and the policies being discussed. Trustee Austin Bruckner Carrillo directed the Board to the chart on pages 122-123 of the packet showing the AR and BP numbers. Superintendent Torpey confirmed that the presentation was for information only as a first reading, and no action was being taken at this time. Superintendent Torpey asked whether BP/AR 6141.2 would return as a separate information item in October.

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

NUMBER	TYPE	TITLE	STATUS
1431	BP	Waivers	Revise
1113	BP	District And School Websites	Revise
0410	BP	Nondiscrimination in District Programs and Activities	Revise
0440	BP	District Technology Plan	Revise
0440	AR	District Technology Plan	Rescind
0441	BP	Artificial Intelligence	New
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise
1113	BP	District and School Websites	Revise
1113	AR	District and School Websites	Revise
1113	E1	District and School Websites	Revise
1312.3	BP	Uniform Complaint Procedures	Revise
1312.3	AR	Uniform Complaint Procedures	Revise
1312.3	E1	Uniform Complaint Procedures	Rescind
3512	AR	Equipment	Revise
3512	E1	Equipment	Revise
4030	BP	Nondiscrimination in Employment	Revise
4030	AR	Nondiscrimination in Employment	Revise
4033	BP	Lactation Accommodation	Revise
4112.9/4212.9/4312.9	E1	Employee Notifications	Revise
4119.11/4219.11/4319.11	BP	Sexual Harassment	Revise
4119.11/4219.11/4319.11	AR	Sexual Harassment	Revise
4119.12/4219.12/4319.12	AR	Title IX Sexual Harassment Complaint Procedures	Revise
4119.12/4219.12/4319.12	E1	Title IX Sexual Harassment Complaint Procedures	Revise
5125.1	BP	Release of Directory Information	Revise
5125.1	AR	Release of Directory Information	Revise
5125.1	E1	Release of Directory Information	New
5131.41	AR	Use of Seclusion and Restraint	Revise
5145.3	BP	Nondiscrimination/Harassment	Revise
5145.3	AR	Nondiscrimination/Harassment	Revise
5145.6	E1	Parent/Guardian Notifications	Revise
5145.7	BP	Sexual Harassment	Revise
5145.7	AR	Sexual Harassment	Revise
5145.71	AR	Title IX Sexual Harassment Complaint Procedures	Revise
5145.71	E1	Title IX Sexual Harassment Complaint Procedures	Revise
5146	BP	Married/Pregnant/Parenting Students	Revise

NUMBER	TYPE	TITLE	STATUS
6141.2	BP	Recognition Of Religious Beliefs And Customs	Revise
6141.2	AR	Recognition Of Religious Beliefs And Customs	Revise
9011	BB	Disclosure of Confidential/ Privileged Information	Revise
9150	BB	Student Board Members	New

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

XI. Action Items

A. Request the Governing Board approve Fiscal Year 2024-2025 Unaudited Actuals Income and Expenditure Report

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Zachary Borja the Governing Board approved the fiscal year 2024-2025 Unaudited Actuals Income and Expenditure Report.

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 0

B. Request the Governing Board approve the adoption of Resolution 4-25/26: Mid-Year Additions/Changes-Revised Signature Card

Upon review of and a motion by Trustee Raymond and a second by Trustee Zachary Borja the Governing Board approved the adoption of Resolution 4-25/26: Mid-Year Additions/Changes-Revised Signature Card.

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 0

C. Request the Governing Board approve the Mid-Year Board Reorganization

The Governing Board President submitted a resignation to his district, effective August 31, 2025. The Vice President, Trustee Juan Campos, will assume the role of President. To ensure continuity of leadership until the annual reorganization in February 2026, the Governing Board will appoint a new Vice President.

Trustee Austin Bruckner Carrillo moved to nominate Trustee Sara Raymond for Board Vice- President. Trustee Zachary Borja seconded the motion. Trustee Sara Raymond accepted.

By the following vote the Governing Board approved to elect Trustee Sara Raymond for Vice-President.

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
 NOES: 0
 ABSTENTIONS: 0

ABSENT: 0

D. Request the Governing Board Approve the Revised Job Description for the Administrative Support Specialist

During the presentation of this action item, the virtual portion of the meeting, conducted via Zoom, was compromised by two individuals displaying graphic and inappropriate content. To protect the Board and the public, the Zoom meeting was abruptly ended.

The Board took action to recess while the technical issues were addressed.

Trustee Sara Raymond moved to take a recess at 7:02 p.m. until the technical issues were resolved. Trustee Zachary Borja seconded the motion. The motion carried by the following vote:

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

The meeting resumed at 7:19 p.m.

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Sara Raymond the Governing Board approved the revised job description for the Administrative Support Specialist.

AYES: 4 (Borja, Bruckner Carrillo, Campos, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

XII. Superintendent's Report

Superintendent Blaine Torpey provided his report to the Board. Superintendent Torpey began by sharing that in August he attended the Northern California College Promise Coalition's joint convening of elected officials and funders. He highlighted a presentation from the Cal State University system enrollment director, who spoke about the importance of career pathways that do not necessarily require degree attainment, emphasizing the value of programs like Eden Area ROP.

Superintendent Torpey shared the latest edition of Garden Blossom. He also shared that the Bay Area K-16 Collaborative's quarterly newsletter featured the Eden Area ROP Careers in Education Program, recognizing the success of the program and its teacher.

He then discussed the AI literacy project, explaining that Eden Area ROP has launched a community of practice to develop appropriate policies for AI use and AI literacy for both students and instructors. The long-term goal is to help students understand how AI will impact their chosen sectors and career pathways.

Superintendent Torpey reported on professional development, noting that PD days included focused sessions on English learner strategies, allowing instructors to apply best practices in measuring speaking, writing, listening, and reading skills. Staff workshops on the facilities master plan are ongoing.

He also reported on student ambassador and WIOA recruitment, highlighting that STEP interns now have four fall placements, expanding the program from a summer-only model to year-round. He shared successes from the accelerated electrical program, in which students complete six months of training and earn their electrical training card, with strong employer interest in hiring graduates.

Superintendent Torpey updated the Board on staffing and student programs, including onboarding a new Assistant Principal and English Learner Pathway Coordinator and preparing for the EL Sector Day at Chabot College. He reported progress on the Middle College Steering Committee, focusing on student profiles, recruitment, and program development. The social committee held its first event of the year, promoting a tight-knit staff community.

Fiscal updates included submission of the CTEIG Round 11 application for \$4.9 million and an explanation of prior award amounts and matching requirements. Superintendent Torpey noted that Eden Area ROP's portion of the CTEIG award was approximately \$198,000. He also noted that the Board was asked to approve WIOA and STEP contracts as part of the consent agenda and discussed upcoming applications for Strong Workforce Round 8 funding, which will support the first year of Middle College and exploratory programs for middle school students.

Superintendent Torpey concluded by thanking the Board for their support, highlighting partnerships and program successes, and encouraging collaboration on legislative advocacy with partner districts.

XIII. Governing Board Reports

Austin Bruckner Carrillo, Hayward Unified School District (HUSD) Representative, asked whether there is a future agenda item section or if that is separate. Trustee Bruckner Carrillo suggested providing the Board with clarification on staff training for field trips and ICE compliance. He also proposed moving the approval of the agenda to immediately after roll call, but before the Pledge of Allegiance, to ensure the agenda is approved before other meeting items are addressed.

Trustee Bruckner Carrillo also noted that he had intended to abstain from the Alameda County Workforce Development Board item on the consent agenda due to a perceived conflict of interest related to his employment with Alameda County. He clarified for the record that it is a traditional abstention and not an actual conflict of interest, and no reconsideration of the vote is necessary.

XIV. Recess to Closed Session

Conference with Legal Counsel-Anticipated Litigation

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

Agenda item XIV, item A, was pulled from the agenda.

XV. Reconvene to Open Session and Report any 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)

Agenda item XV, item A, was pulled from the agenda.

XVI. Adjournment

The meeting was adjourned at 7:36 pm in memory of Jose Camara, grandfather of Career Counselor, Jessica Laird and James Garrison, father 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: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of August 25, 2025 through September 12, 2025 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through October 1, 2025 as specified by Education Code 35186 (d).

CONSENT CALENDAR



26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2943 • www.edenrop.org

QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: October 1, 2025

District: Eden Area Regional Occupational Program
Person completing this form: Blaine Torpey
Title: Superintendent

Quarterly Report Submission (check one) →
Date: October 1, 2025

- ☐ January
☐ April
☐ July
☒ October

Date for information to be reported publicly at the Governing Board meeting: October 2, 2025

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: October 2, 2025.

Blaine Torpey, Superintendent



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal (On-Site)
SUBJECT: Request the Governing Board approve the Listed Donations-
California Homebuilding Foundation

BACKGROUND

Occasionally, gifts or monetary items are donated to the Eden Area ROP.

CURRENT SITUATION

On August 27, 2025, California Homebuilding Foundation made a monetary donation of \$5000 to the Construction Technology program.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal (On-Site)
SUBJECT: Request the Governing Board approve the Standard Services Agreement with Alameda County and the Alameda County Workforce Development Board (ACWDB) for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2026 Grant Agreement

BACKGROUND

On March 23, 2025, the Eden Area ROP was formally awarded a third round of Workforce Innovation and Opportunity Act (WIOA) funding to support the delivery of supportive services to in-school youth at the Eden Area ROP Center.

On November 20, 2023, the Alameda County Workforce Development Board (ACWDB), in collaboration with Eden Area ROP was awarded a three-year Student Training and Employment Program (STEP) grant to support workforce readiness for students with disabilities. STEP Programming started in March 2024. During this time, ACWDB elected to assign STEP and as an amendment to the existing WIOA contract.

In Spring 2025, it was decided that the new WIOA contract would fully incorporate the STEP grant. As of July 1, 2025, the Eden Area ROP will be in Year 1 of the WIOA scope of work and halfway through Year 2 of the STEP scope of work, with the hopes of securing another round of three-year STEP funding to start in 2027.

It is important to note that both grants are funded using federal dollars that are contracted and released for the calendar year. The Eden Area ROP portion of WIOA funding is designated for in-school youth and is more closely aligned to our academic year and fiscal year whereas STEP funding years and programs years are not aligned.

CURRENT SITUATION

This consent item addresses errors on the cover sheet for Consent Item F from the September 9, 2025, Board Agenda. The original cover sheet for Consent Item F incorrectly stated the following:

- WIOA 2025-2029 is a four-year grant not a five-year grant.
- The total four-year award is \$678,552, not \$848,190.
- The STEP portion had transposed numerals: the correct amount is \$673,621.39 not \$637,621.39

The agreement itself contained no errors.



The Alameda County Workforce Development Board is contracting with the Eden Area ROP to provide supportive services and workforce readiness services for Eden Area ROP students. Services include case management, workforce readiness and financial incentives for students' participation.

Fiscal Impact: The Eden Area ROP will receive up to \$362,002.45 for STEP Services in Year 3. The \$673,621.39 awarded in the GAN represents part of STEP Services Year 2 (July 1, 2025 – December 31, 2025) and the full award for STEP Services Year 3 (January 1, 2026 – December 31, 2026). For WIOA 2025-2026, each program year will receive \$169,638 each year for a total of four years, totaling \$678,552.

CONSENT CALENDAR

Standard Services Agreement Contract Checklist

[EDEN AREA REGIONAL OCCUPATIONAL PROGRAM]

	Copy 1	Copy 2	Copy 3 ACWDB	Copy 4 ACWDB
Minute Order				
Board Letter				
110-9 and 110-9 Supplement				
Questionnaire for Determining the Withholding Status original signature in blue ink				
Standard Services Agreement original signature in blue ink				
Exhibit A – Definition of Services (Statement of Work)				
Exhibit A-1 Workplan/Scope of Work				
Exhibit A-2 STEP Workplan, Payment Terms, and Budget (<i>Exhibits B-5 and B-6</i>)				
Exhibit B – Payment Terms				
Exhibit B-1 Budget for WIOA Grants				
Exhibit C – Minimum Insurance Requirements				
Exhibit D – Debarment Suspension Certification original signature in blue ink				
Exhibit E – Contract Compliance Reporting Requirements				
Exhibit F – Audit Requirements				
SAM.gov				
Exhibit G – WIOA Special Conditions				
Exhibit G-1 – Certification Regarding Lobbying original signature in blue ink				
Exhibit H – Iran Contracting Act (ICA) of 2010 For contracts over \$1 million original signature in blue ink				
Exhibit O – Intentionally Omitted				
Attach B – Language Access Requirements				
Attach C – Confidentiality				
Org Chart				
Organization Budget				
BOD Roster				
Board Minutes				

Updated July 1, 2025

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

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

CONTRACTOR NAME: Eden Area Regional Occupational DEPT: 320405

TITLE/SERVICE: Youth Employment and Training Services

DEPT. CONTACT: Ayana Cruz PHONE: (510) 780-8661

I. INFORMATION ABOUT THE CONTRACTOR YES NO

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

II. RELATIONSHIP OF THE PARTIES YES NO

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

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

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

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

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

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

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

CERTIFICATIONS:

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

_____ Contractor Signature	_____ Agency/Department Head/Designee Signature
_____ Blaine Torpey Printed Name	_____ Rhonda Boykin Printed Name
_____ Date	_____ Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of **July 1, 2025**, is by and between the **Alameda County Workforce Development Board (ACWDB)**, hereinafter referred to as the “County”, and **Eden Area Regional Occupational Program**, hereinafter referred to as the “Contractor”.

WITNESSETH

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

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

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

Exhibit A	Definition of Services
Exhibit A-1	Work Plan for WIOA Grant
Exhibit A-2	Definition of Services for STEP Program
Exhibit B	Payment Terms
Exhibit B-1	Budget Line-Item for WIOA
Exhibit B-2	Staff Salaries/Sub-Contracts Worksheet for WIOA
Exhibit B-3	Participant Work Experience Costs Worksheet for WIOA
Exhibit B-4	Participant Supportive Services Cost Worksheet for WIOA
Exhibit B-5	Payment Terms for STEP through December 31, 2026
Exhibit B-6	Budget Line-Item for STEP
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	Audit Requirements
Exhibit G	WIOA Special Conditions
Exhibit G-1	Certification Regarding Lobbying
Exhibit H	Iran Contracting Act of 2010
Exhibit O	Intentionally Omitted
Attachment B	Language Access
Attachment C	Confidentiality

The term of this Agreement shall be from July 1, 2025 through June 30, 2029

The compensation payable to Contractor hereunder shall not exceed *one million, five hundred and eighty-nine thousand, seven hundred and forty-five dollars and thirty nine cent (\$1,589,745.39)* for the term of this Agreement.

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

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: David Haubert

Name: Blaine Torpey

Title: President, Board of Supervisors

Title: Superintendent

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of

federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. **ACCIDENTS:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

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

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended,

declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in **Exhibit B-1** hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

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

To Contractor: Eden Area Regional Occupational Program
26136 Hesperian Blvd.
Hayward, CA 94545
Attention: Blaine Torpey

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

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

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

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

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

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its workforce development services shall not exceed **\$1,589,745.39 (one million, five hundred and eighty-nine thousand, seven hundred and forty-five dollars and thirty nine cent)** in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: **Contractor as a public school or university is a SLEB Exempt Entity.**

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

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written

approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E).
- f. County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

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

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement,

amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold

harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This Agreement may be renewed for up to three additional years dependent upon successful performance results and availability of WIOA formula funding.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

County Counsel Signature: _____

EXHIBIT A

DEFINITION OF SERVICES

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

The Alameda County Workforce Development Board (ACWDB) is charged with developing and maintaining a workforce development system under WIOA in the local workforce area. In order to advance the vision and mission of ACWDB, the goals of the ACWDB's Local Plan, and maintain compliance with WIOA, the ACWDB issued a Request for Proposal (RFP No. 2025-ACWDB-YP) to procure the youth employment and training services and activities for out-of-school youth (OSY) and young adults ages 16 to 24 and in-school youth (ISY) ages 16 to 21.

- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of **Eden Area Regional Occupational Program** (Contractor) and ACWDB (Funder) in the provision of WIOA ISY services.

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

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

- A. **Eligibility & Enrollment.** Contractor will determine participant eligibility for the WIOA ISY program, in accordance with federal, state, and local eligibility requirement and policies. Contractor will ensure that all required eligibility documentation is completed and received prior to participant enrollment into WIOA programs.

- All eligibility exceptions such as the 5% Additional Assistance Barrier and/or 25% Local Area residency exceptions must be approved by ACWDB Workforce Systems Support Team (WSST) prior to enrollment.

- B. **Objective Assessment (OA).** Contractor will ensure that all participants enrolled in WIOA ISY program receive a comprehensive, specialized assessment inclusive of a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive services, and developmental needs of each participant to inform the development of the Individual Service Strategy (ISS). The OA carries a requirement of being completed within the first 30 days

of enrollment. Contractor must submit the activity code 412 within the Management Information System (MIS) within 90 days of enrollment.

Assessments for literacy and numeracy skills must be completed within sixty (60) days of enrollment. Only the following instruments are approved for literacy and numeracy assessments:

1. The submission of a recent transcript from the student's current educational provider, which must be submitted prior to enrollment and within 60 days of OA period; or
2. Results from a National Reporting System (NRS)-approved Basic Skills Assessment (such as CASAS or TABE) that has been administered within the past six months.

- C. **Individual Service Strategy (ISS)**. Contractor shall, in collaboration with the participant, identify clear career and/or educational goals with measurable achievement objectives. Contractor shall also engage participant in dialogue and goal setting aligned with career pathways. These goals will be developed using the participant's interests and assessment results, located in the OA.

The ISS must be aligned with all of the WIOA 14 elements and, when appropriate, include indicators for Basic Skills Deficiency (BSD) mitigation. As a living document, the ISS should be updated regularly to reflect the participant's evolving needs and progress.

In addition, the ISS will outline effective exit and follow up strategies to ensure the participant achieves proposed positive outcomes. Contractor must submit the activity code 412 within the MIS within 90 days of enrollment.

- D. **Case Management**. Contractor will provide comprehensive case management services to WIOA program participants throughout their enrollment in WIOA program activities. Case management services may include but not limited to the following:

1. Providing participants with information, materials, suggestions, and/or advice to help make occupational or career decisions, counseling, and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
2. Counseling and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
3. Contacting participants at least once in each 30-day period to review status and progress toward ISS goals and objectives
4. Ensuring active services are recorded in the MIS at a minimum of 90-day intervals to prevent automatic case closure due to inactivity.
5. Maintaining hard copy and electronic participant files in CalJOBS that meet WIOA and ACWDB specifications.

6. Entering the OA (412) and ISS (413) activity codes into the MIS system, along with a clock-starting activity code, within 90 days of enrollment to ensure each participant is fully captured in the system.
7. Advancing the WIOA 14 elements within the content of the ISS.

E. **WIOA Required 14 Program Elements.** Contractor must state in its workplan, the approach to include all required 14 WIOA elements and if not directly provided, must establish a memorandum of understanding with an entity that will provide the services. The 14 required WIOA youth elements are as follows:

1. **Tutoring, study skills training, instruction, and evidence-based prevention and recovery strategies** that lead to completion of secondary school or its recognized equivalent (including a recognized certificate of attendance or similar documents for individuals with disabilities) or for a recognized post-secondary credential.
2. **Alternative secondary school services** that assist youth who have struggled in traditional secondary education.
3. **Paid and unpaid work experiences** that have academic and occupational education as a component of the work experience, which may include the following:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Apprenticeship and pre-apprenticeship programs;
 - iii. Internships and job shadowing;
 - iv. On-the-job training opportunities.
4. **Occupational skills training** is an organized program of study lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations.
5. **Education offered concurrently with workforce preparation** is an integrated education and training model combining workforce preparation, basic skills, and occupational skills.
6. **Leadership development opportunities** lead to community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors.
7. **Supportive services** enable an individual to participate in WIOA activities
8. **Adult mentoring** is a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee. The mentoring is for at least 12 months and may occur both during and after-program participation.
9. **Follow-up services** may include regular contact with participant for no fewer than 12 months after the completion of participation.
10. **Comprehensive guidance and counseling** to provide access to individualized counseling in the following areas: mental health, substance use, healthy relationships, as well as referrals to resources such as

childcare, housing, and food, as appropriate to the needs of the individual participant.

11. **Financial literacy education** encompasses information and activities or a range of topics such as creating budgets, setting up checking and savings accounts, managing spending, credit, and debt, understanding credit reports and credit scores, and protecting against identity theft. It provides participants with the knowledge and skills needed to achieve long-term financial stability.
12. **Entrepreneurial skills training** provides the basics of starting and operating a small business and developing entrepreneurial skills.
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services including information about various career pathways. This includes using ACWDB's Industry Sector & Occupational Framework (ISOF) as a tool to guide participant conversations.
 - a. Contractor shall become familiar with state and federal Labor Market Information (LMI) data and LMI tools to share relevant LMI with youth.
 - b. Department of Labor (DOL) electronic tools particularly relevant to youth include My Next Move and Get My Future. In addition to connecting youth to self-service LMI tools, it is important for youth providers to share and discuss state and local LMI with youth participants.
14. **Post-secondary preparation and transition activities** help youth prepare for and transition to post-secondary education and training. Additional services include, but are not limited to:
 - a. Assisting youth to prepare for SAT/ACT testing;
 - b. Assisting with college admission applications;
 - c. Searching and applying for scholarships and grants;
 - d. Filling out the proper Financial Aid applications and adhering to changing guidelines; and
 - e. Connecting participants to post-secondary education programs, such as community college, trade school, university, and other post-secondary programs.

F. **Incentive Payments.** Contractor may provide incentive payment(s) to the youth if the participant completes a milestone in alignment with their ISS, OA, and Action Bulletin 24-03 (AB 24-03). Incentive payments must be indicated in the contractor's budget.

G. **Stipend Payments.** Contractor may issue stipends to participants who are experiencing financial distress by providing funds needed for a participant to be successful in the program *in alignment with* ([AB 24-03](#)). Stipends may not be used in lieu of supportive services and must be indicated in contractor's budget.

- H. **Supportive Services.** Contractor must provide a minimum of \$200, for 50% of their enrolled participants, in supportive services for participants who are unable to obtain supportive services through other funding sources. WIOA supportive services are limited to transportation, work-related clothing and safety items, required verification/documentation fees for employment and educational/training/vocational fees and tuition.

Contractor will work with participant to identify alternative financial sources such as Pell Grants, California College Promise Grant, Educational Opportunity Program (EOP), and Cal Grants prior to using WIOA funds for supportive services.

- H. **21st Century Skills Work Readiness Skills.** Contractor will provide all enrolled participants with training in the development of core skills (employability/job readiness) which shall include: adaptability, analysis/solution mindset, teamwork, collaboration, communication, and digital literacy. Digital literacy shall include using workplace aligned technologies, applications, and software.

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

- A. **Staffing.** Contractor will maintain sufficient and appropriate staffing levels, with an appropriate caseload ratio, to maintain clear roles. The Program Manager will not provide case management services, ensuring a separation between management duties and case management responsibilities.
- B. **Work Experience (WEX).** Contractor will set aside a minimum of 20% of the total contract amount towards WEX activities. WEX activities shall include such elements as: employability skills; workplace skills; exposure to various aspects of an industry or occupation; progressively more complex tasks; and the integration of basic academic skills into work experience activities, as further outlined in [AB 24-01](#). WEX activities must align with ISOF and be outlined in the monthly narrative and participant case notes.
- C. **WIOA Occupational Skills Training.** Contractor will determine the appropriateness of training for youth program participants as part of the participant's ISS and refer participants to appropriate occupational training services.
1. **Selection of Training Services.** Contractor will ensure that the selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers, and is coordinated to the extent possible with other sources of assistance.
 2. **Apprenticeship/pre-apprenticeship.** Contractor will encourage enrollment in an apprenticeship/pre-apprenticeship training when appropriate and feasible, in alignment with the participants ISS goals.

3. **Industry Sector & Occupational Framework.** Contractor will refer WIOA program participants to training services in accordance with the ACWDB ISOF criteria and performance goals.
- D. **Job Development & Job Referral.** Contractor will provide job seeker services and activities that align with employer need. Job seeker services and activities will be provided in accordance with the ACWDB ISOF criteria.
- E. **Follow-up Services.** Contractor will maintain relationship with participant and provide quarterly follow-up services for WIOA Youth participants for 12 months after the participant exits the program. Follow-up services are designed to help ensure that participants meet and maintain their educational, employment and career goals and may include:
1. Supportive services.
 2. Adult mentoring.
 3. Financial literacy education.
 4. Services that provide labor market and employment information about in-demand industry sectors and occupations available in the local area, such as career awareness, career counseling, and career exploration services.
 5. Activities that help youth prepare for and transition to post-secondary education and training.
- F. **Participant Case Files.** Contractor will maintain complete participant case files and confidential files containing medical information for each WIOA program participant in accordance with ACWDB requirements. Files shall be submitted in CalJOBS, ensuring they meet WIOA and ACWDB specifications. Case files will be filed securely and in full compliance with Equal Employment Opportunity (EEO), confidentiality, and other applicable rules and regulations. Confidential files are stored securely but separate from participant case files.
- G. **Program Outreach.** Contractor will conduct sufficient program outreach efforts to achieve stated participant service goals. Contractor will utilize outreach materials translated into other languages to serve its diverse client population. Outreach materials must include the phrase: *“This WIOA Title I financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.”*
- H. **Communications.** Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. This includes Contractor providing two (2) client success stories per quarter in alignment with the program year. The success stories will be submitted with the Monthly Narrative Report referenced in Exhibit B.

- I. **Alignment with Local Plan.** Contractor will collaborate to support the implementation of, but not limited to, the following strategies as outlined in ACWDB's Four-Year (2025-2028) Local Plan:
- When applicable, participate in America's Job Center of California Memorandum of Understanding core partner meetings and efforts to achieve program coordination, co-enrollment, integration of supportive services, and program access to people with disabilities, and service expansion through technology.
 - With guidance from ACWDB staff, actively engage in continuous learning (especially front-line staff) about digital fluency, trauma-informed care, case management strategies, cultural sensitivity and humility, equity, and inclusion.
 - Support ACWDB's Business Engagement Model, by seizing opportunities to collaborate with ACWDB staff related to providing hiring and recruiting assistance (when applicable) for the business community, facilitating employer panels, and supporting other business-related activities.
 - When applicable, collaborate with ACWDB staff and partners to enhance WIOA in-school program strategies by incorporating 21st century skills, work-based learning opportunities, and intentional employer partnerships, in program efforts and strategies.
 - When applicable, collaborate with ACWDB staff to successfully implement the new sub-regional model, which aims to further reach workers and job seekers with barriers to employment, by intentionally connecting with workforce partners and community-based organizations that have acquired population-specific expertise.
- J. **Supplemental Contract Documentation.** Contractor will submit the following documents to ACWDB, including but not limited to those identified in the Supplemental Contract Documentation or as otherwise directed by ACWDB:
1. Service Delivery Strategy (Work Plan).
 2. Memoranda of Understanding for any of the required 14 program elements that will be provided by another organization or entity.
 3. Written plan for on-going training of WIOA funded staff to ensure expertise on application WIOA rules, regulations, policies, and procedures including training and case management best practices.
- K. **Mandatory Meetings and Trainings** – Contractor will attend:
1. WSST Providers Meetings – bi monthly
 2. WIOA Youth Providers Meeting - monthly
 3. ACWDB Youth Committee – quarterly meetings (*periodic presentations may be required*).
 4. ACWDB Board – quarterly meetings (*periodic presentations may be required*).
 5. Management Information Systems (MIS) training/meetings.

6. Regional capacity building coordination meetings as appropriate under ACWDB adopted initiatives.
 7. Other meetings/trainings as directed by ACWDB.
- L. **Customer-Centered Design.** Contractor shall implement a Customer-Centered Design approach to providing WIOA ISY services using customer feedback and continuous improvement efforts in order to improve the quality of customer outcomes and to implement WIOA regulations in a way that adds value for target populations.
- M. **Coordination with other ACWDB WIOA Service Providers.** Contractor will work collaboratively with the WIOA youth providers and may work collaboratively with ACWDB's Comprehensive America's Job Center of California (AJCC) and the contracted Career Services Collaborative and sub-contractors to promote an integrated workforce system.
- N. **EASTBAY Works Regional Partnership.** Contractor will participate in regional EASTBAY Works youth activities including attending designated meetings, using regional systems, policies and software, and helping to set and monitor regional goals.
- O. **Discretionary Grant Projects.** Contractor will support and implement Discretionary Grant Projects as directed by ACWDB, subject to negotiation of scope and budget. Contractor will co-enroll discretionary grant participants into WIOA when appropriate to achieve program outcomes and meet leverage requirements. If Contractor is unable to implement discretionary grant projects that require match of WIOA Career Services funding, Contractor's WIOA funding may be reduced and reallocated in order to comply with required discretionary project outcomes and deliverables.
- P. **Coordination with ACWDB Business Services Unit (BSU).** Contractor may work with the ACWDB Business Services Unit (BSU) to coordinate supply-side (job seeker) activities with demand-side (business) needs and expectations in the local workforce system:
- **Countywide Employer Event Support.** Contractor will participate in and assist with countywide job fairs and employer panels requested by ACWDB and BSU.
- Q. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
1. **Use of ACWDB Designated MIS.** Contractor will use the MIS designated by ACWDB to track and report activities and services provided under this Agreement.
 2. **Data Entry.** Contractor will enter required service and activity data into ACWDB designated MIS in an accurate, complete and timely manner.

3. **Staff Training.** Contractor must provide or facilitate access to case management and trauma-informed training to core and frontline staff, aimed at improving service delivery and wraparound support for enrolled youth. The required training will equip staff with skills in de-escalation, providing wraparound services, and following up with appropriate supportive services, when applicable. The successful bidding organization will also provide participants with linkages to mental wellness services as needed. WIOA funds may be leveraged to facilitate staff training.
 4. **Training Leverage.** Contractor must document and report all non-WIOA funded participant training information to ACWDB. Training leverage information must include training provider information, training cost, source of non-WIOA funding, and effective date of training. Training information must be provided to ACWDB within thirty (30) days of WIOA enrollment or training start date.
- R. **Performance.** Contractor will provide quality, demand-driven services under this Agreement in order to achieve required performance goals. Contractor is responsible for achieving the following performance goals under this Agreement:

PY 2025/2026 Contract Performance Goals

In-School Youth: Eden Area Regional Occupational Program

BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF NEW ENROLLMENTS BY 3/31/2026 (Full Enrollment) ①②	38
% IN TRAINING THAT LEADS TO CREDENTIAL ATTAINMENT	N/A
HOW WELL DID WE DO?	
% RECEIVED WORK-BASED LEARNING ACTIVITIES ③ 90% of enrollment	90.0%
% RECEIVED CORE-SKILLS/LEADERSHIP ACTIVITIES ④ 90% of enrollment	90.0%
% RECORDED MEASURABLE SKILL GAINS (of those enrolled in trng)	75.0%
% of WEX in ISOF (of those receiving WBL activities)	50%
IS ANYONE BETTER OFF?	
% OF CREDENTIALS ATTAINED (65% of those enrolled in training)	65.0%
% YOUTH PLACEMENT ⑥ (of closed cases)	72.0%

- ① 80% of annual enrollment goals must be achieved before December 31, 2025 and must be reported in CalJOBS prior to the data entry deadline for 2nd Quarter reporting;

- ② 100% of annual enrollment goals must be achieved before March 31, 2026 and must be reported in CalJOBS prior to the data entry deadline for 3rd Quarter reporting;
- ③ **Work-based learning activities:**
- | | |
|-------------------------------------|---|
| 400-Youth Summer Employment | 432-Apprenticeship |
| 408-Internship (Unpaid) | 433-Career Awareness |
| 409-Job Shadow | 434-Career Exploration |
| 425-Work Experience Paid | 435-Career Counseling/Planning |
| 426-Work-Experience Unpaid | 437-Pre-Apprenticeship Program with Occupational Skills Training (Approved ETPL Provider) |
| 427-Internship (Paid) | 438-Occupational Skills Training (non-ETPL provider) |
| 428-Youth On the Job Training (OJT) | |
| 431-Pre-Apprenticeship | |
- ④ **Core Skills/Leadership - Activity 410-Leadership Development Services:**
*“Participation in leadership development opportunities that encourages leadership development that may include community service and peer mentoring and tutoring; foster responsibility and other positive social and civic behaviors; **organizational and teamwork training; decision-making training,** as appropriate; citizenship training, including life skills training such as parenting and **work behavior training,** civic engagement;*
- ⑤ **Training Activity Codes** 415, 416, 418, 421, 429, 430, 432, 437, 438
- ⑥ **Youth Placement** = Placement in employment, education, advanced training or military
- R. **Policies & Procedures.** Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of WIOA and with changes in the federal, state, county and/or ACWDB regulations, policies or procedures governing WIOA programs.
- S. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery, subcontracts for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$10,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- T. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to charges in the program, in order to conduct audits and

examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.

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

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

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

8. **Contract Renewal Criteria.** Contractor must meet the following conditions in order for the contract to be recommended for renewal:
- a. Meets requirements for program and fiscal monitoring;
 - b. Meets 80% of contractual performance requirements as stated below by the end of the second quarter (December) and 100% by the end of the third quarter (March):
 - 1. Enrollments
 - 2. Work-based learning opportunities
 - 3. Core skills/leadership activities

(Note: Failure to meet these three performance requirements by the third quarter will result in triggering conditional funding which will lead to the reservation of 25% of the contractors funding. See Exhibit B – Payment terms for more detail.)
 - c. Shows significant progress toward contractual performance requirements as stated below by end of third quarter (March):
 - 1. Placement in Training
 - 2. Credential Attainment
 - 3. Placements at Closure
 - 4. Measurable Skills Gain
 - d. Submission of an invoice and Monthly Narrative Report (MNR) by the 25th of each month.*

*Additional details in Exhibit B – Payment Terms

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

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

VII. **Specific Requirements**

- A. This Exhibit A was drafted to include the requirements contained in the Request for Proposal (RFP No. 2025-ACWDB-YP) and the proposal response of the Contractor (Response), and additional services that ACWDB obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, RFP No. 2025-ACWDB-YP and the Response, the more stringent requirements providing ACWDB with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in RFP No. 2025-ACWDB-YP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

The RFP No. 2025-ACWDB-YP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide ACWDB with the broadest scope of services for the best value.

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

- Blaine Torpey, Superintendent
- Manuschka Michaud, Principal

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

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

EXHIBIT A-2

DEFINITION OF SERVICES

- I. **Overview.** The Foundation for California Community Colleges (CCC), in partnership with the California Department of Rehabilitation (DOR), awarded the funding in the amount of \$673,621.39 to the Alameda County Workforce Development Board (ACWDB) for local implementation of the Student Training and Employment Program (STEP). Collectively, ACWDB, the Eden Area Regional Occupational Program (EAROP), and DOR will continue to collaborate to implement the STEP project, which will provide job preparation training, career exploration, workplace readiness skills training, and work experience opportunities for students with disabilities (SWD).

Through STEP, 48 SWD will be served per program year, beginning in this second half of the year and continuing through the entirety of next year. Each of the 48 students will take part in a series of workplace readiness training components, and upon completion will receive a \$250 gift card. Of the 48 students, a subset of 20 participants will engage in work-experience placements, earning between \$17 and \$20 per hour. Each student will complete between 75 and 100 hours of work. The participant wage will be dependent upon the minimum wage of the employer's municipality. Continuous DOR eligibility is required for SWD to enter the STEP. The EAROP will serve as the direct service provider and employer of record for STEP participants as they gain work experience with local employers.

- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of EAROP, hereafter referenced as "Contractor", in expanding workforce development programming to SWD, while delineating ACWDB's role as an administrative entity that will provide technical assistance and programmatic guidance and ensure that team members sufficiently support grant administration and implementation.

- III. **Local Program Name.** STEP Forward Grant

- IV. **Program Design Requirements.**

- A. **Work-Based Learning Specialist** – Contractor will appoint a Work-Based Learning Specialist (WBLS) to implement the STEP programmatic activities. The WBLS will ensure that outreach, referral, intake, DOR eligibility screening, job preparation workshops, work experience, employer engagement related to the project, and all other related programmatic activities will take place within the contract term to support full implementation of the STEP initiative.
- B. **Outreach, Referral, and Intake** – Contractor will engage in outreach and recruitment of in-school youth, ages 16-21, with disabilities who have an active DOR case, and who can be qualified as low-income. If an active DOR case is not present,

Contractor will work closely with the student, parent/guardians (if necessary), and the DOR to initiate DOR enrollment.

1. Outreach

Contractor will develop active program outreach strategies to ensure students with disabilities, local households, and high school staff are well-informed about the STEP program. Contractor will partner with local school districts and will provide outreach materials for distribution to all partner high schools – and in some instances, will provide presentations at Back-to-School nights – or other student-focused events.

2. Referral

The four partner school districts that serve as feeders of students to the EAROP include: Hayward, San Lorenzo, San Leandro, and Castro Valley Unified School Districts. Contractor will actively seek referrals from school districts. Contractor will also establish a referral/confirmation process with DOR as part of the initial screening process to ensure student engagement with DOR for STEP program eligibility. Contractor will monitor referrals and maintain a monthly check-in with DOR to confirm that STEP participant students remain actively enrolled with DOR and therefore continue to be eligible for STEP services.

3. Intake

Contractor, as a front-line provider, will facilitate onboarding and intake activities with the local DOR representative to ensure students have an active DOR case. If there is not an active DOR case, Contractor will collaborate with DOR to ensure the student is enrolled with DOR prior to enrollment into the STEP initiative.

- C. Active DOR Eligibility Oversight – Contractor will ensure that all participants are DOR eligible and ensure the required eligibility documentation is completed and received prior to participant enrollment, by working with the DOR to verify if students have active DOR cases. Contractor will establish and maintain a process to collaborate with DOR to ensure all eligibility requirements are met prior to the provision of STEP services and throughout the student’s engagement with the STEP program.

Participants are required to meet and maintain DOR eligibility status for the full duration of their participation in the STEP Grant Program. Contractor is responsible for maintaining verification of a participant’s eligibility status at the time of enrollment and on a monthly basis thereafter to ensure participants remain eligible throughout the duration of the STEP program participation.

Confirming participant eligibility is an ongoing requirement. Contractor will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible due to discontinuance of engagement with DOR or due to attaining the age of 22; reimbursement to the Contractor will not be provided

on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced.

D. Eligible Participants – To be eligible for STEP, a participant must be:

1. An eligible consumer with DOR prior to enrollment in STEP;
2. An individual with a disability in a secondary, postsecondary, or other recognized education program who:
 - a. Is not younger than 16;
 - b. Is not older than 21 years (must be offboarded from STEP before 22nd birthday); *and*
 - c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq); *or*
 - d. Is an individual with a disability for purposes of Federal Education Section 504, which defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment” (34 CFR 104.3).
 - e. Who may be qualified as low-income.

E. Enrollment – Before services may begin for STEP participants:

1. All eligibility criteria listed in the Eligible Participants Section D above must be current and verified;
2. The SWD must be enrolled with and have an actively open case with DOR;
3. Data outlined in section VII - Tracking and Reporting item below must be provided to the local DOR contract administrator/district office and points of contact at the time of a student’s enrollment and before any services begin; and,
4. The following two forms must be completed, filed with DOR, and a DOR confirmation of receipt must be received:
 - a. DR260 Consent to Release and Obtain Information
 - b. DR203 DOR Student Services Request Form

F. Pre- and Post-Testing – Contractor will develop or adopt and administer pre-and-post assessments to participants before and after the Workplace Readiness Workshop. This assessment will measure participants’ change in attitudes towards career prospects. The Contractor will use an evaluation to ensure continued improvement in service delivery to students with disabilities in subsequent years.

G. Work Readiness Workshops – Contractor is responsible and accountable for ensuring 48 SWD receive job exploration and/or workplace readiness training under the STEP program. Contractor will issue incentives, in the amount of \$250.00 per participant, to 48 unique STEP participants who complete the workplace readiness training. Self-advocacy training may be incorporated. This training is where SWD learn to advocate for themselves to include:

- a. Learning about rights and responsibilities, and how to request accommodation or services and support. Practice communicating thoughts, concerns, and needs;
- b. Learning about job readiness;
- c. Participation in youth leadership activities, peer mentoring, or mentoring with educational staff; and,
- d. Other relevant topics that will assist students in successful work experiences.

H. Employer Engagement and Placement – Contractor will establish/enhance partnerships with local industry and businesses to secure work experience opportunities for a subset of 20 SWD. Seven businesses have been identified and are committed to enhancing career pathways for Alameda County's SWD and providing quality paid work experience.

These employers include: Royal Ambulance, Hayward Fire Department, Hayward Police Department, Always Your Bakery, Epic Care, Lewelling Dental, Concentra, VCA Animal Hospital, Dr. Hammer's Dental Office, Native American Health Center, and Cheap Shots Pet Clinic. Contractor will be in direct communication with each business to pipeline eligible STEP participants into available employer site opportunities for their respective work experiences.

- I. Employer of Record - Contractor will serve as the employer of record and must have the infrastructure in place to properly administer wages as well as the following components:
- 1. Contractor shall be responsible for verification and maintenance of SWD right to work documents. Verified SWD I-9 forms shall be completed at the time of hire and before SWD commences work.
 - 2. Contractor must obtain a job description from the employer and provide SWD with supervision, training, and work assignments in accordance with the work site request and job description.
 - 3. Contractor will establish and secure a signed "Work Site Agreement" with the employer. The work site must be safe and in compliance with state, local, or federal laws.
 - 4. Contractor shall allow and/or assist in arranging on-site programmatic and fiscal monitoring visits at least once each program year for all organizations and employers providing program services to enrolled participants. Contractor shall also allow for monitoring visits by representatives of all partners involved in this STEP project. The work site agreement should also provide an alert to employer that monitoring may occur.
 - 5. Contractor must ensure SWD receive meal and rest breaks in compliance with California Law.

6. Contractor must ensure to collect and maintain a copy of each Work Site's injury and illness and prevention program (IIPP) and shall provide a copy to the Foundation CCC upon request.
7. Contractor must collect all legally required documents prior to SWD start date including but not limited to: SWD Form I-9s and work permits for SWD under the age of 18.
8. Contractor shall certify that the work site provides a drug-free workplace, as required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
9. Contractor must ensure that the work site complies with all applicable federal, state, and local laws and regulations relating to a safe and accessible environment. Including but not limited to, federal and state Occupational Safety and Health Administration (OSHA) laws and regulations, including the recording of workplace injuries on contractor's log.
10. Contractor and employer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.
11. Contractor shall be responsible for any injury and/or worker's compensation claims related to a SWD.

- V. **Participant Management.** Contractor will hire and onboard 1.0 FTE WBLs and 0.5 FTE Student Support Services Technician (SSST). The WBLs will provide outreach, intake, eligibility support, workplace readiness workshops, individualized counseling, case management, payment of stipends, management of participant files and work experience opportunities and liaise with teachers, employers, and other key partners.
- VI. **Participant Case Files.** Contractor will maintain complete case files for each program participant in accordance with state requirements. Case files will be stored securely and in full compliance with state and Equal Employment Opportunity (EEO) confidentiality, nondiscrimination and other applicable rules and regulations.
- VII. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
1. **Monthly Data Reporting** – On a monthly basis, Contractor will submit to ACWDB team for first review, then the STEP administrative team at step@foundationccc.org, and the DOR team. Data including PII must be encrypted when sending to ACWDB and STEP administration team. The data points must include the following:
 - Student's name
 - Birthdate
 - School of attendance (i.e. graduation dates and post-secondary ed dates)

- Type of, and verification of disability (could be by signature from school official)
- Start date of service(s) provided under the agreement
- End date of service(s) (if applicable)
- Name and address of employer/ work experience placement
- Social Security Number
- Home and mailing address, as appropriate
- Contact number and email, if available
- Services to be provided
- Cost of services provided (projected)
- Outcome/results (projected)
- Date Aged out of program

2. Data Metrics – including the following:

- Student's name
- Services provided
- Cost of services provided
- Type and cost of other services
- Outcome/results of services
- Student returned to school
- Student enrolled in post-secondary education/training

3. Monthly Progress Reports – Contractor will submit monthly progress reports on the 5th of each month to ACWDB liaison for review. The progress reports will contain information on the program activities of the prior month, including information on each SWD, any changes or updates to SWD eligibility in section C above, their workplace readiness training, their work experience placements, the types, and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements. These progress reports should also include any challenges that may be impacting project performance and any success stories resulting from STEP program services.

4. Meetings – Contractor will attend and ensure that appropriate staff will attend required weekly/biweekly and monthly meetings to facilitate the communication and coordination with ACWDB liaison. Mandatory meeting attendance will be monitored by the ACWDB staff.

J. **Performance.** Contractor will provide services under this Agreement to achieve required performance goals, as detailed in Exhibit A-2. In addition to the monthly student administrative/enrollment and data reporting obligation, Contractor is responsible for achieving the following performance goals under this Agreement:

PY 25/26 and PY 26/27 Contract Project Goals

BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF ENROLLMENTS THAT HAVE ACTIVE DOR CASE	48
# ENROLLMENTS IN WORK READINESS WORKSHOP	48
# OF PARTICIPANTS RECEIVING WORK EXPERIENCE	20
HOW WELL DID WE DO?	
# WHO COMPLETE WORK READINESS WORKSHOP	48
IS ANYONE BETTER OFF?	
% WHO SELF-REPORT THAT THE STEP PROGRAM IMPROVED THEIR CONFIDENCE ABOUT FUTURE CAREER PROSPECTS	75%
# WHO COMPLETE THE WORK EXPERIENCE COMPONENT	20

- K. **Policies & Procedures.** Contractor will comply with all policies and procedures, relating to the implementation of the STEP Forward Grant including any changes or modifications to the federal, state, county and/or ACWDB regulations, policies or procedures governing this project.
- L. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery; subcontracts for consultants; professional or program services; the rental, lease, or purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- M. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to the administration of this program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.

2. **On-site Monitoring.** Contractor will participate in required programmatic, fiscal, and EEO monitoring to ensure that services provided under this Agreement are in compliance with applicable rules and regulations.
3. **Case File/MIS Review.** Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B-6. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff.
6. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;
 - e. Single point of contact information for staff responsible for implementing corrective action.

Corrective Action Plans are due to ACWDB no later than 30 days following written notification of findings and concerns identified during monitoring.

- N. Contractor's project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Michelle Stephens	Assistant Principal	510-293-2930	mstephens@edenrop.org
Gilbert Seegmiller	Workforce Readiness Coordinator	510-244-5805	gseegmiller@edenrop.org

Jazmin Marquez	WorkBased Learning Specialist	510-931- 5633	jmarquez@edenrop.org
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Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which shall not be unreasonably withheld. Should such individuals or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to the County, an individual with greater or equal qualifications as a replacement subject to County's approval, which shall not be unreasonably withheld.

- V. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.
- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
 - B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information Bulletins that serve to notify Contractor of new or amended federal, state, or local regulations. Contractor shall comply with all requirements of any ACWDB Action Bulletins and ACWDB Information Bulletins. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website [WIOA Program Policies | Alameda County Workforce Development Board \(acwdb.org\)](http://www.acwdb.org/WIOA-Program-Policies).
 - C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

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EXHIBIT B

PAYMENT TERMS

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

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

I. Budget

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

A. Exhibit B-1: WIOA Grants

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

1. No budget revision/modification request may increase the contract amount/maximum.
2. Contractor may adjust the approved budget by no more than 10% of any line-item without prior approval from ACWDB; any adjustment to the budget that exceeds this 10% line-item allowance requires written prior approval from ACWDB. The Work Experience line item cannot be decreased.

3. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit. The Work Experience line item cannot be decreased.
4. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

C. Cost Settlement/Final Payment Provisions

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

D. Conditional Funding WIOA

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

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

E. Conditions of withholding payment

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

III. Invoicing Procedures

A. Submission of Invoices

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

IV. Funding and Reporting Requirements

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

V. Additional Terms and Conditions of Payment

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

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

All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.

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

EXHIBIT B-5

PAYMENT TERMS

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

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

I. Budget

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

A. Exhibit B-6: STEP Grant

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-6;
2. Expenditures under this Agreement will tie to identified line-times included in Exhibit B-6; no other line-item costs will be allowed;
3. Expenditures under this Agreement will support allowable activities described in Exhibit A-2. No services or activities outside the scope of this Agreement will be reimbursed;

B. Budget Revision Procedures

1. No budget revision/modification request may increase the contract amount/maximum;
2. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit;
3. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

C. Cost Settlement/Final Payment Provisions

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

E. Conditions of Withholding Payment

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

III. Invoicing Procedures

A. Submission of Invoices

1. Contractor will submit an electronic copy of its monthly invoice, including supporting line-item detail in the required format by the 10th day of the quarter following the months of service for all expenditures incurred under this Agreement. Electronic copies of invoices and required documentation should be sent via email to Contractor's designated Program Liaison.
2. Invoices must contain the following elements:
 - a. Must be on company letterhead that includes name, address, and contact information.
 - b. Document must contain the title *Invoice*.
 - c. The date of the invoice.
 - d. A description of services.
 - e. The date range for services provided.
 - f. If needed, itemization of any sales tax and delivery/postage charges.
 - g. The Purchase Order (PO) number provided by the County.
 - h. The total amount owed.
 - i. Remittance instructions/address.
 - j. A cc indication at the bottom of the invoice with names of people who received courtesy copies.

- k. The CEO or Executive Director must be included in the cc.
 - l. All data as required by your contract.
- 3. Upon notification of approval by the Program Liaison, Contractor shall email original signed invoices (in blue ink) to:
ssainvoices@acgov.org and irene.wu2@acgov.org

IV. Funding and Reporting Requirements

Payment to Contractor is contingent upon timely receipt of invoice documents and programmatic reporting as described in Exhibit A-2.

V. Additional Terms and Conditions of Payment

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

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in Exhibit B-6. This cost includes all taxes and all other charges.
- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.
- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT B-6

**STEP Forward Grant
Budget Line-Item for STEP**

Exhibit B-6 PY 25-26				STEP/WIOA Youth / CFDA: 17.259			
WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants							
LINE ITEM BUDGET / COST REIMBURSEMENT							
CONTRACTOR: Eden Area ROP				Contract Period 7/1/25 to 12/31/26			
ACTIVITIES: STEP Forward / WIOA Title IV							
NOTE: Contract reimbursement for PY 25/26 is limited to the WDB approved							
Exhibit B-6 LINE-ITEM BUDGET TOTAL				\$673,621.39			
A. LINE ITEMS for COST REIMBURSEMENT				Yr 2 Grant Funds	Yr 3 Grant Funds	TOTAL	
1.	Staff Salaries *			\$146,190.67	\$203,478.45	\$349,669.12	
2.	Staff Fringe Benefits			\$61,612.73	\$79,034.00	\$140,646.73	
3.	Staff Travel			\$676.22	\$1,200.00	\$1,876.22	
4.	Workplace Readiness Training Stipends			\$15,250.00	\$15,000.00	\$30,250.00	
5.	Work Experience Wages			\$59,015.20	\$40,000.00	\$99,015.20	
6.	Work Experience Taxes			\$14,784.12	\$8,000.00	\$22,784.12	
7.	Employer of Record Fee			\$14,090.00	\$15,290.00	\$29,380.00	
8.							
9.							
10.							
11.							
12.							
13.							
				\$311,618.94	\$362,002.45	\$673,621.39	
8/18/25 4:46 PM							\$673,621

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. <p>CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p>	

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

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

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

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

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

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

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

CONTRACTOR: (*Agency name*) _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

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

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

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

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

Exhibit F

AUDIT REQUIREMENTS

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT G

Workforce Innovation & Opportunity Act (WIOA) - Special Conditions

I. COMPLIANCE

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

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

II. FUNDING

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

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

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

III. RESOLUTION

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

IV. PROCUREMENT STANDARDS

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

V. GRIEVANCES AND COMPLAINT SYSTEM

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

VI. REMEDIES FOR NON-COMPLIANCE

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

VII. DISALLOWED COSTS

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

VIII. AUDIT REQUIREMENTS

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

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

IX. ENTIRE AGREEMENT

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

X. UNENFORCEABLE POSITION

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

XI. ACCOUNTING AND CASH MANAGEMENT

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

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

XII. AMENDMENTS

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

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

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

XIII. REPORTING

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

XIV. RECORDS

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

XV. SUBCONTRACTING

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

XVI. CERTIFICATIONS AND ASSURANCES

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

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

resolution of a final finding and determination, including repayment of debts.

G. Drug Free Workplace Requirement: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed sub-grant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the sub-grant agreement.
4. Failure to comply with these requirements may result in suspension of payments under this sub-grant agreement or termination of the sub-grant agreement or both and Contractor may be ineligible for award of any future sub-grant agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code§ 8350 et seq.)

H. Expatriate Corporations: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to enter into Agreements funded by the State of California.

I. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code§ 11200 in accordance with Pub. Contract Code § 10353.

J. Sweat-free Code of Conduct:

1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials , or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this sub-grant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction , abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced

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

2. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- K. Child Support Compliance: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code § 7110, that:
1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
 2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.
- L. Air/Water Pollution Violation Certification: Under the State laws, Contractor shall not be:
1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or
 3. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- M. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- N. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that it is in compliance with Public Contract Code § 10295.3.
- O. Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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

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

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

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

Q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the

following laws and will remain in compliance for the duration of the award of federal financial assistance:

- a. Section 188 of WIOA, prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the partners listed in WIOA Section 121(b) that offer programs or activities through the local Workforce system. It is against the law for any recipient of federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request, and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
2. Contractors and any of its subcontractors under this Agreement shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement and Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 3. Contractor shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements referenced in this section, as follows:
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without

regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.

- b. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The contractor shall include the provisions set forth in paragraphs a) through e) (above) in each of its subcontracts.

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

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

XVII. INTELLECTUAL PROPERTY PROVISIONS

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

- A. Pursuant to 2 CFR 200.315, in any Agreement funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in

2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the sub-grant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so.

- B. Pursuant to 2 CFR 2900.13, Intellectual Property developed under this Agreement will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

XVIII. CONFIDENTIALITY REQUIREMENTS

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

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

- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. Contractor shall notify ACWDB of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage or destruction, or unauthorized access, use, modification, or disclosure of information assets.

Contractor shall cooperate with ACWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure *or* a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- F. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If ACWDB or Contractor enters into an agreement with a third party to provide WIOA services, the ACWDB or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

- L. In the event that Contractor subcontracts any services under this Agreement, the

following requirements must be included in the subcontracts:

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

EXHIBIT G-1

ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD
CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 29 CFR Part 93, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 20 CFR §93.110, for persons entering into a grant, cooperative agreement, or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 29 CFR §93.110 (b)(2), the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification regarding lobbying.

Printed Name and Title of Authorized Representative

Award Number and/or Project Name

Signature

Date

EXHIBIT H

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT O

THIS PAGE INTENTIONALLY OMITTED

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing CBOs/contractors with access to Telephonic Interpreters, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

CONFIDENTIALITY – CONTRACT PROVISIONS

Confidentiality: Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred herein as in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by federal and state law; including but not limited to Welfare and Institutions Code Section 827 & 10850, and Penal Code Section 11167.5.

Pursuant to contract provisions to protect confidential client data file records against any and all unauthorized practices as stated heretofore, the Contractor will:

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.
2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.
3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.
4. Use of ACSSA confidential client information provided to contractor shall only be for the purposes covered under the terms of this Agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the ACSSA.
5. Return to ACSSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of the ACSSA.
6. Ensure project compliance with written corrective action plans as may be mandated by the County.

DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board approve the Subaward Agreement Amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2025-2026 School Year

BACKGROUND

The Hayward Promise Neighborhoods program (HPN) is a cradle-to-career federal grant program aimed at transforming a specific neighborhood. The HPN collaborative has successfully applied for two rounds of this five-year grant program. California State University East Bay is the fiscal lead for this grant collective with 11 partner organizations.

The specific project supported by this agreement is the City of Hayward's Learn to Earn: Workforce and Education Assistance Grant is designed to support the workforce readiness of Hayward residents in the form of scholarships to participate in EAROP Adult Programs. HPN has been recruited to organize the effort and the Foundation for California State University East Bay is serving as the fiscal lead.

CURRENT SITUATION

Hayward Promise Neighborhood (HPN) is designed to address the educational disparities and high dropout and low graduation rates at the focal schools in South Hayward. Eden Area ROP is a partner in this project, which provides career technical programs to impart training and skills for adult students with industry recognized certifications.

The HPN Learn to Earn: Workforce and Education Assistance Grant is a third round of Learn to Earn funding to support Adult Program scholarships for Hayward residents in the Downtown HPN footprint.

This subaward amendment increases funding to Eden Area ROP Adult Education by \$51,000.

CONSENT CALENDAR

Learn to Earn: Workforce and Education Assistance Grant (CFCP Grant)
Administered by Hayward Promise Neighborhoods at Eden Area ROP
Scope of Work and
Additional Terms & Conditions
July 1, 2025 – June 30, 2026

This Services Agreement (the “Agreement”) is made and entered into as of **July 1, 2025** (the “Effective Date”), by and between **California State University, East Bay Foundation, Inc.** (CSUEBF) with an address 25800 Carlos Bee Blvd, Hayward, CA 94542, a California nonprofit public benefit corporation, (“Client”), on behalf of its internal sponsored program referred to as **Hayward Promise Neighborhoods** (“HPN”) and **Eden Area ROP** with an address located at 26316 Hesperian Blvd, Hayward, CA 94545. (“Contractor”). (“Contractor”). The specific project supported by this agreement is the City of Hayward’s *Learn to Earn: Workforce and Education Assistance Grant* (the “Project”).

RECITALS

- A. CSUEBF is a California nonprofit public benefit corporation that is recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (“IRC”) and corresponding provisions of state law, and is classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). In furtherance of its exempt purposes, Client fiscally sponsors a number of projects that engage in charitable and/or educational activities within the meaning of IRC Section 501(c)(3).
- B. HPN is an internal program of Contractor with a mission to: **to ensure educational success from cradle-to-career and a safe, healthy, thriving community for all living in Hayward.**
- C. Contractor, through its Project, has experience and proficiency in the performance of **administering City of Hayward federal funding for Hayward residents pursuing workforce development opportunities at Eden Area ROP. Here's a summary of the funding for EAROP that is available to request as of July 1, 2025: \$51,000**
- D. CSUEBF, on behalf of HPN, is in need of such services and desires to receive such services from Contractor.
- E. The parties desire to enter into a contract for the provision of certain services on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

- 1. Term. This Agreement shall have a term commencing on **July 1, 2025**. and ending on **June 30, 2026**. (the “Termination Date”), unless terminated prior thereto in accordance with the terms of this Agreement (the “Term”).
- 2. Contractor’s Services. Contractor shall provide the services set forth in the Statement of Work in Exhibit A attached hereto and incorporated fully herein to Client during the Term of this Agreement (collectively, the “Services”).

3. **Independent Contractor.** Notwithstanding anything herein to the contrary, Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Nothing contained herein shall be deemed to create a partnership. Under no circumstances shall Contractor look to CI as Contractor's employer and Contractor will not participate in any employee benefits offered by CI. Except as specifically provided herein, neither party has any authority to bind the other party to any third party or otherwise to act as the agent or representative of such other party. Contractor shall pay all federal and state taxes, including, without limitation, income and employment taxes assessed on sums paid to and by Contractor, and Contractor shall timely and properly file appropriate tax returns with respect to all of Contractor's activities performed under this Agreement.
 - a. **Scope of Work:**
 - i. **Client Responsibilities:** HPN will provide in-kind contributions through staffing hours and promotional materials. The roles and responsibilities of HPN within this collaboration include, but are not limited to:
 1. HPN will serve as a fiscal agent through CSUEBF to administer Project funds for EAROP
 2. HPN will monitor and collect data as required by the Congressionally Funded Community Grant.
 - ii. **Contractor Responsibilities:**
 1. See Exhibit A for EAROP scope of work.
 - a. **Insurance:** Contractor shall be responsible for providing, at Contractor's sole expense and in Contractor's name, disability, workers' compensation, or other insurance as required by law, as well as licenses and permits usual or necessary for performing the Services, if any. In addition, for the Term of the Agreement, at CSUEBF's request Contractor shall maintain one or both of the following insurance policies: 1) comprehensive general liability insurance policy with coverage of at least one million dollars (\$1,000,000.00) per occurrence for bodily injury, property damage, or other losses in connection with the activities of Contractor, including the provision of the Services; 2) professional liability insurance policy, also known as an errors and omissions policy, with coverage of at least one million dollars (\$1,000,000.00) per occurrence for damages resulting from Contractor's negligence or other professional errors related to the provision of the Services. At CSUEBF's request, Contractor shall provide certificates or other acceptable evidence of such coverage to CSUEBF and Contractor shall provide prompt notice to CSUEBF of any material change impacting such coverage or policies.
 - b. Contractor shall also provide CSUEBF the following information, as required by CSUEBF's insurer:
 - i. If applicable: (1) Contractor's business license number; (2) if applicable, Contractor's trade, profession, or contractor's license number; and (3) if applicable, Contractor's worker's compensation policy number.
2. **Manner of Work.** Contractor shall determine the method, details, place, and means of performing the Services. Contractor may, at Contractor's own expense, use subcontractors to perform the Services, provided that such use is not inconsistent with any terms of this Agreement. Contractor is accountable to CSUEBF for reasonably competent and professional provision of the Services. CSUEBF shall not have the right to direct or control the means, manner, or details by which Contractor accomplishes those

results, nor will CSUEBF instruct Contractor as to when, where, or how Contractor is to work, or the order of tasks to be performed; provided, however, that Contractor shall be expected to meet, on behalf of CSUEBF, all relevant deadlines applicable to CSUEBF or assigned by any authorized agent of CSUEBF with respect to this Agreement. It is expected that Contractor will furnish their own transportation, equipment, and instrumentalities of every kind required for the prompt and efficient execution of Services. Beyond the fees set forth herein or as otherwise agreed to in writing by CSUEBF, CSUEBF will pay Contractor no additional compensation or benefits in any other form. Contractor shall have no power to incur any debts or other obligations on behalf of CSUEBF.

3. Work Product Ownership. “Work Product” means any work product produced by, or on behalf of, Contractor while performing Services including, without limitation, notes, reports, documentation, drawings, computer programs (*e.g.*, source code, object code, databases and listings), derivatives of pre-existing works of Client, inventions conceived or reduced to practice during the performance of Services or resulting from or based on Client's Confidential Information (as defined below), ideas, creations, designs, trademarks, works of authorship, devices, models, work in process, and deliverables. Ownership of Work Product shall be as set forth in **Exhibit B**.
4. Contractor Representations, Warranties, and Covenants. Contractor hereby covenants, represents, and warrants to Client that: (i) Contractor has the general skills necessary to perform the Services in accordance with this Agreement; (ii) Contractor is not a party to or bound by any agreement, obligation, or understanding which materially restricts or limits Contractor's right or ability to enter into this Agreement or to perform Contractor's obligations under this Agreement, including performance of the Services; and (iii) Contractor has the necessary equipment, facilities, and workers to perform Contractor's obligations under this Agreement, including performance of the Services. All other warranties by Contractor, either express or implied, are hereby disclaimed.
5. Mutual Representations and Warranties. Each party represents and warrants to the other party that it has the requisite right, power, and authority to enter into this Agreement, and to fully perform its obligations hereunder.
6. Payment for Services. Contractor's fee for performance of the Services shall be as set forth in **Exhibit C**. Unless otherwise agreed to in writing by Client in advance, Contractor shall remain solely and exclusively liable for all expenses and costs incurred by Contractor in connection with providing the Services. Invoices shall be submitted to Client by Contractor as set forth on **Exhibit C**.
7. Limitation of Liability. In no event shall Contractor be liable to Client for any special, indirect, incidental, punitive, or consequential damages arising from or relating to this Agreement, including without limitation bodily injury, death, loss of revenue or profits or other benefits, failure of essential purpose, or claims by a third party, even if the parties have been advised of the possibility of such damages. This limitation applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, and other torts
8. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and successors from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by/awarded against the Client in a final non-appealable judgment, arising out or

resulting from any claim of a third party related to the activities conducted under this Agreement, including but not limited to those resulting from the Contractor's negligence, willful misconduct, or breach of this Agreement.

9. Confidential Information. Each party acknowledges that, during the Term of this Agreement, it may become familiar with Confidential Information, as defined below, of the other party. Each party agrees that it will not, during the Term of this Agreement or at any time after the termination of this Agreement, disclose to any third-party or make use, directly or indirectly, of any Confidential Information of the other party, unless it is (1) authorized to do so by the other party in writing; (2) necessary or appropriate for the performance of the Services; or (3) required by law or regulation or by a court of competent jurisdiction, provided, however, that the party subject to such disclosure shall give the other party reasonable advance notice of any such requirements so that the other party may contest the disclosure or seek a protective order if it desires. Client hereby authorizes Contractor to disclose any of Client's Confidential Information to independent subcontractors engaged by Contractor for the purpose of providing the Services.
 - a. Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean all proprietary or confidential knowledge and information which a party (the "Recipient") has acquired or may acquire as a result of, or in connection with, the Recipient's relationship with the other party (the "Disclosing Party"), including, but not limited to (i) donor and customer lists, telephone numbers, and other information pertaining to donors and customers; (ii) finances, plans, or other information relating to the operation of the Disclosing Party; and (iii) other private and confidential information which is a unique asset of the Disclosing Party or information which, if known to competitors or others outside of the Disclosing Party, would be harmful to the Disclosing Party. Notwithstanding the foregoing, Confidential Information does not include information (1) which is or becomes part of the public domain through no fault of the Recipient, (2) which was lawfully acquired by the Recipient from a source other than the Disclosing Party or any of its employees, agents, or contractors and without a breach of any confidentiality obligation between such source and the Disclosing Party, (3) was in Recipient's possession at the time of disclosure by Disclosing Party and was not acquired, directly or indirectly, from Disclosing Party, or (4) Recipient independently developed it without the benefit of any Confidential Information disclosed by Disclosing Party hereunder.
 - b. Delivery of Confidential Information. Each party agrees to deliver to the other party upon termination of this Agreement any and all such confidential information of the other party in any form then in its possession or under its control.
10. No Assignment. Neither party shall assign any of its rights, obligations, or duties under this Agreement by any means, including by operation of law, without the prior written consent of the other party, provided, however, Contractor has the right to assign this Agreement in connection with any transfer of HPN to a different fiscal sponsor.
11. Notice. Any notice, consent, request, demand, or other communication required or permitted under this Agreement shall be delivered to the recipient party by: (i) personal delivery to the address provided in this Agreement (or other address as designated in writing by one party to the other party); (ii) overnight delivery providing a delivery receipt and with charges prepaid or charged to the sender's

account; (iii) first-class mail, postage prepaid and deposited in the United States mails at least four days before the effective date of notice; (iv) certified mail with a return receipt requested by the sender; or (v) email, to the following persons:

To Contractor:	Eden Area ROP Attn: Blaine Torpey Address: 26316 Hesperian Blvd, Hayward, CA 94545 Phone: 510-293-2901 Email: btorpey@edenrop.org
To Client:	California State University, East Bay Foundation, Inc. (CSUEBF) Attn: CSUEB Director of Procurement ADDRESS PHONE Email:
To Project:	Hayward Promise Neighborhoods Name: Edgar Chavez Address: 25800 Carlos Bee Boulevard Hayward, CA 94542 Telephone: (510) 885-3994 Email: edgar.chavez@csueastbay.edu

12. No Employer-Employee, Agency, Partnership, or Joint Venture Relationship. Notwithstanding anything herein to the contrary, Contractor enters into this Agreement as, and shall continue to be, an independent contractor. This Agreement shall not be deemed to create any relationship of employer-employee, agency, partnership, or joint venture between the parties, and neither party shall make a representation to any other party that such relationship exists. The parties agree that Contractor is acting as an independent contractor with respect to Client.
13. Termination. This Agreement shall continue until the Termination Date or until earlier terminated (i) by either party with thirty (30) days' prior written notice, with or without cause; (ii) by mutual written consent of the parties at any time; or (iii) in the event of a material and continuing breach of this Agreement, by the non-defaulting party with five (5) days' prior written notice to the defaulting party if such violation has not been fully remedied during such five (5) day period.
14. Survival of Certain Provisions. The provisions of Sections 4, 8, 9, through 22, inclusive, shall survive expiration or termination of this Agreement for any reason.
15. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral, regarding the same subject matter. No amendment, extension, modification, or change of this Agreement, including to the Services, shall be binding unless in writing and signed by both parties.
16. Severability. If any portion or provision of this Agreement shall to any extent be declared invalid, illegal, or unenforceable by a court, then the remainder of this Agreement shall not be affected thereby, and each portion or provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by law. Upon such determination that any portion or provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transaction contemplated hereby is fulfilled to the fullest extent possible.

17. Waiver. Either party's waiver of, or failure to exercise, any rights provided for in this Agreement in any instance shall not be deemed a waiver of any further or future right under this Agreement.
18. Headings. The headings of the various paragraphs of this Agreement are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of this Agreement.
19. Counterparts. This Agreement may be signed in counterparts, meaning that this Agreement is valid if signed by both parties, even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.
20. Governing Law and Venue. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed entirely within such State. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach hereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they are unable to reach such a solution, the parties agree that the California state courts of Alameda County and the U.S. District Court for the Northern District of California shall be the venue for any action or proceeding that may be brought in connection with or by reason of, or arise out of, this Agreement. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorney fees and costs of sustaining its position.
21. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, pandemics and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.
22. INSURANCE: The Contractor shall maintain at all time adequate insurance to protect the Client from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. **The Contractor is required to file with the Client certificates of insurance naming the CSUEB, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:**
 - a. Worker's Compensation and Employer's Liability Insurance.
 - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
 - c. Professional Liability Insurance (errors and omissions) as appropriate to Provider's profession.
23. Authority. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind its respective party to each of the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement to take effect as of the Effective Date.

Eden Area ROP, CLIENT:

By: _____

Name: **Blaine C. Torpey**

Title: **Superintendent**

CSUEBF:

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY

By: _____

Name: **Edgar Chavez**

Title: **Hayward Promise Neighborhoods
Executive Director**

EXHIBIT A

STATEMENT OF WORK

Contractor, through its Project, shall render the following services to Client (collectively, the “Services”) as outlined in the attached Memorandum of Understanding between the City of Hayward and CSUEBF:

ACTIVITIES AND/OR TASKS

1. HPN is contracting with EAROP to offer grants that cover adult training course fees for Hayward residents, prioritizing residents from a Hayward Promise Neighborhood service area, including zip codes 94544 and 94541 for up to \$51,000 in participant fees.
2. EAROP will appoint a Partner Project Manager to be the point of contact on the project.
3. EAROP will work with HPN to promote the training programs and workforce development initiatives for Hayward residents.
4. EAROP will invoice CSUEBF with the total amount of funds administered on a quarterly basis. Funding must be spent by June 30, 2026; however, we recommend that all grants are administered by December 30, 2025 in the event that there are changes to grant availability in FY2026.
5. EAROP will be required to report non-identifiable data in line with what we collected previously listed below and following the application guideline used previously.
6. Data will be collected by January 15, 2026 and July 15, 2026.

Sample Data Priorities

1. Academic Semester/Year
2. Award
3. Award ID
4. Address
5. Grant
6. ROP Class Selected
7. Current Enrollment Status at Eden Area ROP (please choose one)
8. What is your status (please choose one)
9. Learn to Earn: Workforce and Education Assistance Grant Statement
(Description of grant for Hayward residents attending EAROP to pursue or continue education)
10. Demographic Information
(Includes note about ARPA funding through the City of Hayward)
11. Race (choose one)
12. Other Demographic Data (check all that apply)
13. Cost of Attendance Needs
(What cost of attendance expenses would this grant most assist you with? - check all that apply)
14. Major and Workforce Interest
(Includes note about receiving services and job-related support if awarded)
15. Consent and Certification (check all three)

EXHIBIT B

OWNERSHIP OF WORK PRODUCT

Attach related Exhibit B:

Exhibit B – Project owns Intellectual Property

Exhibit B – Client owns Intellectual Property

Exhibit B – Client Owns Final Product Only (only the final product, but not all the components)

EXHIBIT C
CONTRACTOR'S FEE

Attach related Exhibit C:

Payment Installments with Deliverables
Payment Installments
Prepaid Services
Simple Hourly Rate
Other:

Contractor will provide services with no compensation or fees

Contractor's fee for performance of the Services shall be \$0.00 (the "Fee"). The Fee shall be payable to Contractor in a single installment within 15 days of receipt of a fully signed copy of this Agreement.

Contractor shall submit to Client monthly reports by no later than the 10th day of each month. Each report shall be signed by Contractor and shall describe the time spent by Contractor and a brief description of the Services provided during the preceding month.

Client shall also reimburse Contractor for the full amount of all reasonable expenses and costs incurred by Contractor in connection with providing the Services, including, but not limited to, all materials, supplies, and travel-related expenses.

If Contractor incurred costs or expenses in connection with providing the Services, Contractor shall submit an invoice for such costs and expenses including itemized receipts and/or other appropriate documentation. Client shall reimburse any costs or expenses to the Contractor within thirty (30) days after receipt of invoice.



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs & Apprenticeships
SUBJECT: Request the Governing Board approve the MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2025-2026 School Year

BACKGROUND

Apprenticeship in California dates to the Shelly-Maloney Apprenticeship Labor Standards Act of 1939. Apprenticeship programs include on-the-job training and related and supplementary classroom instruction. For an apprenticeship to exist, one of the required partners must be a local education agency (LEA). LEAs may provide both the instructor and the classroom facilities or only serve as the fiscal agent.

CURRENT SITUATION

The Associated Builders and Contractors of Northern California (ABC NorCal) provides apprenticeship programs throughout the state in electrical, carpentry, plumbing, painting and skilled labor. Our partnership with ABC NorCal has generated benefits for our students by expanding their links to employers and labor representatives, updating curriculum to interface with these programs, and encouraging non-traditional career opportunities for women and minorities.

The MOU is a continuation of the agreement that has been approved in past years, in that the Eden Area ROP will continue to serve as the fiscal agent. This would require us to monitor the hours of service provided by the programs. In return, the Eden Area ROP retains a minimum of twenty (20) percent for administrative costs and pre-apprenticeship opportunities for our students.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING

Superintendent: Blaine C. Torpey

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2900 | F: (510) 293-8225 | www.edenrop.org

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Associated Builders and Contractors, Northern California Chapter (Apprenticeship Committee), from July 1, 2025 to June 30, 2026. Both parties will agree to the following:

1. Eden Area ROP will reimburse the Associated Builders and Contractors for apprenticeship expenses according to the current annual apportionment when the 2025-2026 allocation is distributed. The reimbursement rate for each hour of RSI in fiscal year (2025-2026) is \$10.32
2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 60,000 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:
Forty-five (45) days after documentation is submitted and approved.
4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
6. The Eden Area ROP will reimburse only in accordance with the number of hours actually generated. Any hours not generated up to 60,000 hours will not be reimbursed.
7. The Apprenticeship Committee is responsible for any expenses accrued over the actual number of student hours generated or the allocation stated above.
8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to salaries, administrative assistants, mandatory benefits, instructional materials, and other related costs.
9. It is understood that Eden Area ROP will retain twenty (20) percent for administration costs.
10. This agreement is for the period mentioned above and is on a year-to-year basis and is automatically renewable as agreed upon by all parties. Should either

party wish to rescind the agreement, it can do so by May 1 of the year noted above.

11. The Apprenticeship Committee is responsible for keeping attendance using Eden Area ROP's attendance system and completing confirming reports of hours and number of apprentices to Eden Area ROP at pre-arranged times throughout the school year.
12. The Apprenticeship Committee understands that Eden Area ROP must be contacted concerning any changes in scheduling, instructors, etc. or any other change that would alter this agreement.
13. The Eden Area ROP will ensure that a representative will attend monthly Unilateral Apprenticeship Committee meetings (UAC) as well as California Apprenticeship Council) meetings at least once per year.
14. The Eden Area ROP will provide other educational support and training to program sponsors as requested such as curriculum review and teacher observations.
15. The Eden Area ROP will monitor RSI hours, and complete mandated reports requested by California Community College Chancellors Office (CCCCO).
16. The Apprenticeship Committee operates student apprenticeship programs registered by the Division of Apprenticeship Standards under the supervision of the Eden Area ROP. In accordance with California Labor Code section 3368, the Eden Area ROP shall be considered the employer under Division 4 of the California Labor Code (commencing with Section 3200) of persons receiving this apprenticeship training, unless the persons during the training are being paid a cash wage or salary by a private employer. Further, an apprentice, while attending related and supplemental instruction classes, shall be considered to be in the employ of the apprentice's employer, unless the apprentice is unemployed. The parties acknowledge that the Apprentice Committee shall not be responsible for providing workers compensation coverage to its apprentices under any circumstances.

Apprenticeship Operations Officer

Date

Director of Adult Programs & Apprenticeships, Eden Area ROP

Date



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the MOU with the Hayward Unified School District for Student Transportation for 2025-2026 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with participating districts and outside vendors.

CURRENT SITUATION

For the 2025-2026 school year, the Eden Area ROP is continuing the MOU between the Hayward Unified School District and the Eden Area ROP to provide daily transportation services to and from Hayward USD high schools and the Eden Area ROP Center.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN
HAYWARD UNIFIED SCHOOL DISTRICT
AND
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP)
2025-2026 Transportation Agreement

The Hayward Unified School District ("HUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

HUSD shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of these agreements.

HUSD shall maintain insurance and workers' compensation coverage as required by laws and regulations. HUSD shall maintain insurance that names Eden Area ROP and its Governing Board and Employees indemnified for any claims or damages to property sustained by any person, firm, or corporation caused by neglect, default, or omission of HUSD and its employees in connection with performance under this agreement.

HUSD agrees to assign each School Bus to qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school buses.

HUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs that results in serious injuries or death, HUSD will immediately notify the Eden Area ROP.

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

HUSD shall observe all requirements of California Laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

Control and discipline on the school bus are the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the Principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the Hayward Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the Principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

HUSD agrees to provide bus transportation from August 2025 through June 2026. The total cost will be \$145,275.00 with a maximum of 17,874 miles for 180 days of service (School Days). This includes assigned school buses for service of HUSD locations. This includes pickups and drop-offs between Eden Area ROP and HUSD High Schools (Tennyson HS, Hayward HS, Brenkwitz Continuation School, and Mt. Eden HS).

Memorandum of Understanding
2025-2026 Transportation Agreement

The daily average mileage is as follows:

District	Est. Miles/Day	Est. Miles/Year
Hayward	96	17,280
FIRE SCI (Monday)	18	3725
Total	114	21,005

A total of 96 daily and an additional 18 for Monday FSCI. Miles per day is estimated for the assigned school buses for Hayward Unified School District. This includes pickups and drop-offs at Tennyson HS, Hayward HS, Brenkwitz Continuation School, and Mt. Eden HS. Mileage in excess of 17,280 will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

HUSD agrees that the above payment calculation is for the exclusive use of buses for Eden Area ROP programs. HUSD agrees that when Hayward buses are utilized for programs other than the Eden Area ROP, the above rates, including but not limited to mileage, will be adjusted on subsequent invoices. Eden ROP agrees to pay the actual cost of any repairs to seats or items vandalized by students riding the bus. HUSD will furnish Eden Area ROP a daily report or log for any damages or items that are vandalized by ROP students subject to inspection by Eden Area ROP Security and Administration.

Eden Area ROP agrees to pay the base contract amount of \$145,275.00 in four quarterly installments of \$36,318.75 on or before September 30, 2025, December 31, 2025, March 31, 2026, and June 30, 2026.

Signed

Amy Nichols , Assistant Superintendent Business Services

Date

HUSD

Signed

Blaine C. Torpey , Superintendent

Date

Eden AREA ROP

HUSD Board of Education Approval Date:



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the MOU with the San Lorenzo Unified School District for Student Transportation for 2025-2026 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with participating districts and outside vendors.

CURRENT SITUATION

For the 2025-2026 school year, the Eden Area ROP is continuing the MOU between the San Lorenzo Unified School District and the Eden Area ROP to provide daily transportation services to and from San Lorenzo USD and San Leandro USD high schools and the Eden Area ROP Center.

CONSENT CALENDAR



San Lorenzo Unified School District

BOARD OF EDUCATION
Kyla Sinegal, President
Juan Campos, Vice President/Clerk
Alicia Gonzalez
Dorothy Lee
Samuel Medina

SUPERINTENDENT
Daryl Camp, Ed.D.

ASSISTANT SUPERINTENDENT
Roberto Perez, Ed.D., Business Services
L. Renee Lama, Ed.D., Educational Services
Jessica Saavedra, Human Resources

MEMORANDUM OF UNDERSTANDING BETWEEN SAN LORENZO UNIFIED SCHOOL DISTRICT (SLZUSD) AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP) AUGUST 2025 – JUNE 2026 TRANSPORTATION AGREEMENT

The San Lorenzo Unified School District ("SLZUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

SLZUSD shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of these agreements.

SLZUSD shall maintain insurance and workers' compensation coverage as required by laws and regulations. SLZUSD shall maintain insurance that names Eden Area ROP and its Governing Board and Employees indemnified for any claims or damages to property sustained by any person, firm or corporation caused by neglect, default or omission of SLZUSD and its employees in connection with performance under this agreement.

SLZUSD agrees to assign each School Bus with qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. SLZUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs which results in serious injuries or death, SLZUSD will immediately notify the Eden Area ROP.

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

SLZUSD shall observe all requirements of California Laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

Control and discipline on the school bus is the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the Principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the San Lorenzo Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the Principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

SLZUSD agrees to provide bus transportation from August 13, 2025 through June 2026. The total cost will be \$152,000.00 with a maximum of 16,200 miles for 180 days of service (School Days). This includes two (2) assigned school buses for service of SLZUSD locations. This includes pickups and drop offs between Eden Area ROP and SLZUSD High Schools (Arroyo High, San Lorenzo High, East Bay Arts and Royal Sunset Continuation School). If student passenger ridership increases beyond the capacity of two school buses, then a daily rate of \$425.00 per school bus will be applied.

The daily average mileage is as follows:

District	Est. Miles/Day	Est. Miles/Year
San Lorenzo	90 miles per day	16,200 (August to June 30, 2026)
Total	90 miles per day	16,200 180 days

A total of 90 miles per day is estimated for the two assigned school buses for San Lorenzo Unified School District. This includes pickups and drop offs at Arroyo High, San Lorenzo High/East Bay Arts High, and Royal Sunset Continuation School. Mileage more than (total amount above) will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

SLZUSD agrees that the above payment calculation is for the exclusive use of buses for Eden Area ROP programs. SLZUSD agrees that when San Lorenzo buses are utilized for programs other than the Eden Area ROP, the above rates, including but not limited to mileage, will be adjusted on subsequent invoices. Eden ROP agrees to pay the actual cost of any repairs to seats or items vandalized by students riding the bus. SLZUSD will furnish Eden Area ROP a daily report or log for any damages or items that are vandalized by ROP students subject to inspection by Eden Area ROP Security and Administration.

Eden Area ROP agrees to pay the base contract amount of \$152,000.00 in two installments of \$76,000.00 on or before December 31, 2025, and June 30, 2026.

Signed

Roberto Perez Jr, Ed.D.
Assistant Superintendent, Business Services
San Lorenzo Unified School District

Date

Signed

Blaine C. Torpey Superintendent
Eden Area ROP

Date



San Lorenzo Unified School District

BOARD OF EDUCATION
Kyla Sinegal, President
Juan Campos, Vice President/Clerk
Alicia Gonzalez
Dorothy Lee
Samuel Medina

SUPERINTENDENT
Daryl Camp, Ed.D.

ASSISTANT SUPERINTENDENT
Roberto Perez, Ed.D., Business Services
L. Renee Lama, Ed.D., Educational Services
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MEMORANDUM OF UNDERSTANDING BETWEEN SAN LORENZO UNIFIED SCHOOL DISTRICT (SLZUSD) AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP) AUGUST 2025 – JUNE 2026 TRANSPORTATION AGREEMENT

The San Lorenzo Unified School District ("SLZUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

SLZUSD shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of these agreements.

SLZUSD shall maintain insurance and workers' compensation coverage as required by laws and regulations. SLZUSD shall maintain insurance that names Eden Area ROP and its Governing Board and Employees indemnified for any claims or damages to property sustained by any person, firm or corporation caused by neglect, default or omission of SLZUSD and its employees in connection with performance under this agreement.

SLZUSD agrees to assign each School Bus with qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. SLZUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs which results in serious injuries or death, SLZUSD will immediately notify the Eden Area ROP.

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

SLZUSD shall observe all requirements of California Laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

Control and discipline on the school bus is the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the San Lorenzo Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

SLZUSD agrees to provide bus transportation from August 14, 2025 through June 2026. The total cost will be \$77,400.00 with a maximum of 10,800 miles for 180 days of service (School Days). This includes one (1) assigned school buses for service of San Leandro locations. This includes pickups and drop offs between Eden Area ROP and San Leandro High Schools. If student passenger ridership increases beyond the capacity of one school buses, then a daily rate of \$430.00 per school bus will be applied.

The daily average mileage is as follows:

District	Est. Miles/Day	Est. Miles/Year
San Lorenzo	60 miles per day	10,800 (August to June 30, 2026)
Total	60 miles per day	10,800 180 days

A total of 60 miles per day is estimated for the one assigned school buses for San Leandro Unified School District/ Eden Area ROP. This includes pickups and drop offs between San Leandro locations and Eden Area ROP. Mileage more than (total amount above) will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

SLZUSD agrees that the above payment calculation is for the exclusive use of buses for Eden Area ROP programs. SLZUSD agrees that when San Lorenzo buses are utilized for programs other than the Eden Area ROP, the above rates, including but not limited to mileage, will be adjusted on subsequent invoices. Eden ROP agrees to pay the actual cost of any repairs to seats or items vandalized by students riding the bus. SLZUSD will furnish Eden Area ROP a daily report or log for any damages or items that are vandalized by ROP students subject to inspection by Eden Area ROP Security and Administration.

Eden Area ROP agrees to pay the base contract amount of \$77,400.00 in two installments of \$38,700.00 on or before December 31, 2025, and June 30, 2026.

Signed

Roberto Perez Jr, Ed.D.
Assistant Superintendent, Business Services
San Lorenzo Unified School District

Date

Signed

Blaine C. Torpey Superintendent
Eden Area ROP

Date

INFORMATION ITEMS

DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Laura Guajardo, Assistant Principal (Off-Site)
SUBJECT: ROP Pathway Review- Patient Care

BACKGROUND

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

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

CURRENT SITUATION

The Patient Care pathway is under the Health Science and Medical Technology sector. The standards for the Patient Care pathway apply to occupations or functions involved in the prevention, treatment, and management of illness and the preservation of mental and physical well-being through the services offered by the medical and allied health professions. The standards specify the knowledge and skills needed by professional and technical personnel pursuing careers in this pathway.

The attached pathway review is for the following program(s): Sports Medicine IP/IIP (Tennyson and Mt Eden High School). The statistics provided are derived from the 2024-2025 C-101 follow-up study completed June 2025.

RECOMMENDATION

Information only

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		Tennyson (AM); Mt Eden (PM)											
PATHWAY:		Patient Care		INSTRUCTORS:		Ezenwanyi Precious Osakwe											
Course Name		Enrollment as of 24-25 Year to Date		Enrollment as of 23-24 Year to Date		Enrollment as of 22-23 Year to Date											
Sports Medicine IP		91		90		52											
Sports Medicine IIP		17		2		11											
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 																	
Text Book: Fundamentals of Athletic Training				Edition: 4th													
NO.	YES	NO															
1.	X		ENROLLMENT – Course meets current or future labor market news. <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>Varies</td> <td>Varies</td> <td>60-90 min</td> <td colspan="2">25+</td> </tr> </table>					CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:		Varies	Varies	60-90 min	25+	
CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:														
Varies	Varies	60-90 min	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 checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.														
OTHER CONSIDERATIONS:																	
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification													
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership													
<input type="checkbox"/> Dual Enrollment				<input 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: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: ROP Pathway Reviews-Health Care Administrative Services and Patient Care

BACKGROUND

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

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

CURRENT SITUATION

The Health Care Administrative Services pathway is under the Health Science and Medical Technology sector. Health care administrative workers include site administrators, managers, attorneys, receptionists, secretaries, billing and coding specialists, health informatics technicians, accountants, managers, and other knowledge workers that support the process of patient care. Health care administrative workers are the invisible backbone of health care; without appropriately skilled workers in these fields, health care systems simply could not function.

The standards for the Patient Care pathway apply to occupations or functions involved in the prevention, treatment, and management of illness and the preservation of mental and physical well-being through the services offered by the medical and allied health professions. The standards specify the knowledge and skills needed by professional and technical personnel pursuing careers in this pathway.

The attached pathway review are for the following program(s): Medical Careers IP/IIP (ROP Center). The statistics provided are derived from the 2024-2025 C-101 follow-up study completed June 2025.

RECOMMENDATION

Information only

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		Eden Area ROP	
PATHWAY:		Health Care Administrative Services/ Patient Care		INSTRUCTORS:		Heather Bystrom, Mikel Jackson, Bridget Miller, Lea Newmerzhysky	
Course Name		Enrollment as of 24-25 Year to Date		Enrollment as of 23-24 Year to Date		Enrollment as of 22-23 Year to Date	
Medical Careers IP		135		98		63	
Medical Careers IIP		32		32		34	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Text Book: Administrative and Clinical Procedures with Anatomy and Physiology						Edition: 6 th	
NO.	YES	NO					
1.	X		ENROLLMENT – Course meets current or future labor market needs. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: 4 (Center) MINS PER SECTION: 8 (Center) EXPECTED MINIMUM STUDENTS PER SECTION: 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				<input checked="" type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input 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: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Back to School Night

BACKGROUND

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

CURRENT SITUATION

Back to School Night was on September 23, 2025.

RECOMMENDATION

Information only

ACTION ITEMS

DATE: October 2, 2025
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, 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 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, board bylaws and exhibits listed below have been updated based on the feedback and discussion at the September 4, 2025 Governing Board meeting.

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

NUMBER	TYPE	TITLE	STATUS
0410	BP	Nondiscrimination in District Programs and Activities	Revise
0440	BP	District Technology Plan	Revise
0440	AR	District Technology Plan	Rescind
0441	BP	Artificial Intelligence	New
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise
1113	BP	District and School Websites	Revise
1113	AR	District and School Websites	Revise
1113	EI	District and School Websites	Revise
1312.3	BP	Uniform Complaint Procedures	Revise
1312.3	AR	Uniform Complaint Procedures	Revise
1312.3	EI	Uniform Complaint Procedures	Rescind
3512	AR	Equipment	Revise
3512	EI	Equipment	Revise
4030	BP	Nondiscrimination in Employment	Revise
4030	AR	Nondiscrimination in Employment	Revise
4033	BP	Lactation Accommodation	Revise
4112.9 4212.9 4312.9	EI	Employee Notifications	Revise
4119.11 4219.11 4319.11	BP	Sexual Harassment	Revise
4119.11	AR	Sexual Harassment	Revise

4219.11 4319.11			
4119.12 4219.12 4319.12	AR	Title IX Sexual Harassment Complaint Procedures	Revise
4119.12 4219.12 4319.12	E1	Title IX Sexual Harassment Complaint Procedures	Revise
5125.1	BP	Release of Directory Information	Revise
5125.1	AR	Release of Directory Information	Revise
5125.1	E1	Release of Directory Information	New
5131.41	AR	Use of Seclusion and Restraint	Revise
5145.3	BP	Nondiscrimination/Harassment	Revise
5145.3	AR	Nondiscrimination/Harassment	Revise
5145.6	E1	Parent/Guardian Notifications	Revise
5145.7	BP	Sexual Harassment	Revise
5145.7	AR	Sexual Harassment	Revise
5145.71	AR	Title IX Sexual Harassment Complaint Procedures	Revise
5145.71	E1	Title IX Sexual Harassment Complaint Procedures	Revise
5146	BP	Married/Pregnant/ Parenting Students	Revise
6141.2	BP	Recognition Of Religious Beliefs And Customs	Revise
6141.2	AR	Recognition Of Religious Beliefs And Customs	Revise
9011	BB	Disclosure of Confidential/ Privileged Information	Revise
9150	BB	Student Board Members	New

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing board policies, administrative regulations, board bylaws, and exhibits.

Policy 0410: Nondiscrimination In District Programs And Activities

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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 is committed to providing equal opportunity for all individuals in Eden Area ROP programs and activities.

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 Board and the Superintendent in enacting policies and procedures that govern the Eden Area ROP. (Education Code 234.1)

Eden Area ROP programs, activities, and practices shall be free from unlawful discrimination against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; 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. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

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.

Derogatory Native American terms shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

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.

All complaints alleging 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.

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 in accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications 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.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (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. Additionally, 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

Policy 0440: District Technology Plan

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 that technological resources, including resources that utilize artificial intelligence (AI), can enhance student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of the Eden Area ROP non-instructional operations and governance. However, the Board also recognizes the potential for technological resources to undermine student achievement, health, and well-being.

The Superintendent shall ensure that technological resources provided to students and staff be aligned to Eden Area ROP goals, objectives, and academic standards and shall be used in a safe and responsible manner. Students and staff shall be allowed to use such technology in accordance with Eden Area ROP policies, including, but not limited to, policies on AI, academic honesty, data privacy, nondiscrimination, copyright protections, student use of technology, and employee use of technology.

The Superintendent or designee shall develop, and regularly propose revisions to, a comprehensive technology plan based on an assessment of current uses of technology in the Eden Area ROP and an identification of future needs, which shall be submitted to the Board for consideration and approval.

The Eden Area ROP's technology plan may include, but not be limited to, the following:

1. What technological resources will be utilized by the Eden Area ROP
2. How these technological resources will be equitably accessible to all students and staff
3. How these technological resources will be used to improve educational services
4. What professional development opportunities or materials regarding these technological resources will be made available to staff
5. How AI may be used by students and staff in accordance with Board Policy 0441 – Artificial Intelligence, Board Policy/Exhibit (1) 4040 – Employee Use Of Technology, Board Policy 5131.9 – Academic Honesty, and Board Policy/Exhibit (1) 6163.4 – Student Use Of Technology
6. How students will acquire the knowledge and skills sufficient for digital citizenship, social media and AI literacy, and identifying online misinformation
7. How the Eden Area ROP will prevent and respond to cyberattacks, address other cybersecurity concerns, and what steps students and staff can take to enhance security of the systems they use

The Eden Area ROP's technology plan may be integrated into the Eden Area ROP's vision and goals for student learning and shall contain research-based strategies and methods for the effective use of technology. When required for state or federal grant programs in which the Eden Area ROP participates, the plan shall also address all components required for receipt of such grants.

The Superintendent or designee shall ensure that any use of technological resources in the Eden Area ROP protects the private and confidential information of students and employees in accordance with law.

Regulation 0440: District Technology Plan

Status: DRAFT

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

The Eden Area Regional Occupational Program's (Eden Area ROP) technology plan shall address, at a minimum, the following components:

1. Background Information: A guide to the Eden Area ROP's use of technology for the next three years, including:

a. Specific starting and ending dates of the plan

b. A description of how stakeholders from the Eden Area ROP and community were involved in the planning process

c. A description of the relevant research behind the strategies and/or methods in the plan and how the research supports the plan's curricular and professional development goals

2. Curriculum: Clear goals and realistic strategies for using telecommunications and information technology to improve educational services, including:

a. A description of teachers' and students' current access to instructional technology and current use of digital tools, including Eden Area ROP policies or practices to ensure equitable technology access for all students

b. Goals and an implementation plan, including annual activities, for:

(1) How technology will be used to improve teaching and learning, how these goals align with Eden Area ROP curricular goals and other plans, how the Eden Area ROP budget support these goals, and whether future funding proposals or partnerships may be needed for successful implementation

(2) How and when students will acquire the technology skills and information literacy skills needed for college and career readiness

(3) Internet safety and the appropriate and ethical use of technology in the classroom

(cf. 0000 – Vision)

(cf. 0200 – Goals for the School District)

(cf. 0400 – Comprehensive Plans)

(cf. 0460 – Local Control and Accountability Plan)

(cf. 5131 – Conduct)

(cf. 5131.2 – Bullying)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6162.54 – Test Integrity/Test Preparation)

(cf. 6162.6 – Use of Copyrighted Materials)

(cf. 6163.4 – Student Use of Technology)

3. Professional Development: A professional development strategy to ensure that staff understands how to use new technologies to improve education services, including:

a. Goals and an implementation plan, including annual activities, for providing professional development opportunities based on Eden Area ROP needs assessment data and the curriculum component of the technology plan

(cf. 4040 – Employee Use of Technology)

(cf. 4131 – Staff Development)

(cf. 4222 – Teacher Aides/Paraprofessionals)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

4. Infrastructure, Hardware, Technical Support, Software, and Asset Management: An assessment of the telecommunication services, hardware, software, asset management, and other services that will be needed to improve education services, including:

a. A description of existing hardware, Internet access, electronic learning resources, technical support, and asset management in the Eden Area ROP

b. A description of technology hardware, electronic learning resources, networking and telecommunications infrastructure, physical plant modifications, technical support, and asset management needed by Eden Area ROP teachers, students, and administrators to support the activities in the curriculum and professional development components of the plan

(cf. 3100 – Budget)

(cf. 7000 – Facilities Master Plan)

5. Monitoring and Evaluation: An evaluation process that enables the school to monitor progress toward the specific goals and mid-course corrections in response to new developments and opportunities as they arise, including:

a. The process for evaluating the plan's overall progress and impact on teaching and learning

b. The schedule for evaluating the effect of plan implementation and a description of the process and frequency of communicating evaluation results to technology plan stakeholders

(cf. 0500 – Accountability)

6. Noninstructional Uses of Technology: A description of how technology will be used to improve Eden Area ROP governance, Eden Area ROP and school site administration, support services, and communications

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District-Sponsored Social Media)

(cf. 3580 – District Records)

7. Cost: An estimate of the cost for each year of the plan and each of its major components

Policy 0441: Artificial Intelligence

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes the transformative potential of artificial intelligence (AI) to increase student access to information, support teacher effectiveness, and facilitate the administration of student assessments, as well as the potential for AI to undermine student achievement, health, and well-being. Therefore, the Board is committed to supporting the use of AI by students and staff in accordance with the following principles:

1. **Student-Centered:** AI should be used to personalize and enhance the learning experience for each student and to support digital citizenship and literacy
2. **Staff-Centered:** AI should be used as a tool to augment and support, rather than replace, staff in the performance of their duties and responsibilities
3. **Ethical Use and Transparency:** AI should be used ethically and transparently by all staff and students, with careful consideration of potential biases, and in compliance with all applicable intellectual property and copyright laws
4. **Accountability and Responsibility:** AI should be used in a manner that ensures accountability by those who use it and that those who use it are responsible for such use, including when and how it is used
5. **Equity and Access:** AI should be implemented in a manner that ensures equitable access and opportunity for all students, regardless of background or ability
6. **Secure and Private:** The Eden Area Regional Occupational Program (Eden Area ROP) should prioritize security and privacy when changing existing practices or adopting new practices regarding AI
7. **Professional Development:** The Eden Area ROP should provide ongoing professional development for staff in all aspects of AI, with a particular focus on the ethical and responsible use of AI
8. **Community Engagement:** The Eden Area ROP should engage with the community to share these principles, to educate the community on AI, and to discuss the permitted and prohibited uses of AI in the Eden Area ROP
9. **Continuous Improvement:** The Eden Area ROP should regularly evaluate the use of AI by students and staff, and adapt its policies, procedures, and professional development to align with best practices and evolving technologies

The Superintendent shall ensure that the use of AI at the Eden Area ROP is consistent with this policy, Board Policy 0440 - District Technology Plan, Board Policy/Exhibit (1) 4040 - Employee Use of Technology, Board Policy 5131.9 - Academic Honesty, Board Policy 6154 - Homework/Makeup Work, Board Policy 6162.5 - Student Assessment, and Board Policy/Exhibit (1) 6163.4 - Student Use of Technology.

Artificial intelligence means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer, from the input it receives, how to generate outputs that can influence physical or virtual environments. (Education Code 33328.5)

Policy 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 06/07/2024 | **Last Reviewed Date:** 06/07/2024

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for staff and student conduct, responsible behavior, and respect for others.

The Eden Area ROP shall develop a comprehensive school safety plan (CSPP) relevant to the needs and resources of that particular school. New school campuses shall develop a CSPP within one year of initiating operations. (Education Code 32281, 32286)

The CSPP shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the school site.

The CSPP(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review and approve the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

As necessary, the Superintendent or designee shall provide CSPP training to all school staff.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the CSPP that include tactical responses to criminal incidents need not be publicly disclosed.

The Superintendent or designee shall share the CSPPs and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Regulation 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 06/07/2012 | **Last Revised Date:** 06/07/2024 | **Last Reviewed Date:** 06/07/2024

Content of the Comprehensive Safety Plan

Each comprehensive school safety plan (CSSP) shall include an assessment of the current status of school crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, data on reports of school crime, suspension rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including the following that apply: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973
 - b. An earthquake emergency procedure system as specified
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts which would lead to suspension
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
7. A safe and orderly school environment conducive to learning
8. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
9. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions
10. If procedures to prepare for active shooters or other armed assailants by conducting a drill are included in the CSSP, the CSSP shall specify that:
 - a. The school will not conduct a high-intensity drill, as defined in Education Code 32282
 - b. Real weapons, gunfire blanks, or explosions will not be used in the conducting of the drill
 - c. A trauma-informed approach as specified in Education Code 32282 will be used in the design and execution of any drill
11. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
12. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
13. For schools that serve students in any of grades 7-12, a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose

14. An instructional continuity plan to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency, as specified in Education Code 32282

Among the strategies for providing a safe environment, the CSSP may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
4. Parent/guardian and community involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules
5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
7. Eden Area ROP policy related to prohibiting the possession of firearms and ammunition on school grounds
8. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of the school
9. Procedures for receiving verification from law enforcement that a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
10. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
11. Strategies for suicide prevention and intervention
12. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
13. Crisis prevention and intervention strategies, which may include the following:
 - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
 - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
 - c. Assignment of staff members responsible for each identified task and procedure
 - d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
 - e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

- f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders
 - g. Development of a method for the reporting of violent incidents
 - h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
14. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques
- Such training shall include preparation to implement the elements of the CSSP
15. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
16. Continuity of operations procedures to ensure that the Eden Area ROP's essential functions are not disrupted during an emergency, to the extent possible
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Policy 1113: District And School Websites

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

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 Eden Area ROP websites to communicate with students, parents/guardians, staff, community members. The Superintendent or designee shall maintain the Eden Area ROP websites. The use of the Eden Area ROP websites shall support the Eden Area ROP's vision and goals and be coordinated with other Eden Area ROP communications strategies.

Design Standards

The Eden Area ROP's design standards shall address the accessibility of Eden Area ROP websites to individuals with disabilities, including compatibility with commonly used assistive technologies.

Website Content

The Superintendent or designee shall develop content guidelines for Eden Area ROP websites and assign staff to review and approve content prior to posting, which shall include standards for the ethical and responsible use of information and technology. These guidelines shall be consistent with law, Board policy and administrative regulation, and address the accessibility of Eden Area ROP websites to the individuals with disabilities including compatibility with commonly used assistive technologies.

Eden Area ROP websites shall not include content which is obscene, libelous or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts on school premises, violate school rules or substantially disrupt the Eden Area ROP's orderly operation.

Any links to external sites shall follow the same guidelines applicable to Eden Area ROP websites.

The Superintendent or designee shall ensure that copyright laws are not violated in the use of material on Eden Area ROP websites.

Privacy Rights

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on Eden Area ROP websites.

Telephone numbers and home and email addresses of students and/or their parent/guardians shall not be published on Eden Area ROP websites.

Photographs of individual students shall not be published on Eden Area ROP websites accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on Eden Area ROP websites.

The home address or, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

Superintendent's Approval Required

No Eden Area ROP-related websites shall be published on the Internet without approval of the Superintendent or designee.

Closed Forums for Expression

All Eden Area ROP-related websites shall be "closed forums" for expression. This means that the Eden Area ROP has control over what may go on such websites and is not required to allow students, faculty, or others to place material

on Eden Area ROP-related websites which the Eden Area ROP determines is inappropriate for any such websites. The purpose of Eden Area ROP-related websites will be to present the public with information about the Eden Area ROP.

Regulation 1113: District And School Websites

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

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.

Design Standards

In accordance with the requirements of the Americans with Disabilities Act and, Section 504 of the federal Rehabilitation Act of 1973, and the associated federal regulations, Eden Area ROP websites shall contain features that ensure accessibility for individuals with disabilities, which may. Such features include, but are not limited to, captions for videos and multimedia presentations, text alternatives to images, provision of sufficient time to use the content, avoidance of flashing images, adequate contrast in visual presentations, and/or other features that meet applicable standards for website accessibility. The Superintendent or designee shall regularly review Eden Area ROP websites and modify them as needed to ensure legal compliance with accessibility standards.

Website Content

As applicable, the Eden Area ROP websites shall provide current information regarding Eden Area ROP mission and goals, Eden Area ROP programs and operations, Eden Area ROP news, agendas and minutes of Governing Board meetings, school calendars, and links to educational resources.

Student work may be published on Eden Area ROP websites provided that both the student and the student's parent/guardian provide written permission or the work is part of an existing publication such as a newspaper or school newsletter.

Students, staff or other individuals may not use Eden Area ROP websites to provide access to their personal webpages or online services.

Any copyrighted material is to be posted on Eden Area ROP websites, shall first be submitted to the Superintendent or designee together with the permission of the copyright owner to reprint the material. Any copyrighted material submitted without the copyright owner's permission shall only be posted on an Eden Area ROP website if the Superintendent or designee determines that the material is in the public domain or that the intended use meets the criteria for fair use or another exception pursuant to 17 USC 107-122. When any copyrighted material is posted, the website shall include a notice crediting the copyright owner and, as necessary, shall note that permission to reprint the material was granted.

Whenever an Eden Area ROP website includes links to external websites, it shall include a disclaimer that the Eden Area ROP is not responsible for the content of external websites.

Roles and Responsibilities

Any employee assigned as the Eden Area ROP webmaster shall be responsible for the uploading of material to the website(s) upon approval of the Superintendent or designee. The employee shall review Eden Area ROP websites to ensure consistency with Eden Area ROP standards, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed.

Exhibit 1113-E(1): District And School Websites

Status: DRAFT

Original Adopted Date: 11/04/2021 | **Last Revised Date:** 05/01/2025 | **Last Reviewed Date:** 05/01/2025

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.

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. In accordance with Board Bylaw 9320 - Meetings and Notices and Board Bylaw 9322 - Agenda/Meeting Materials, 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)

The agenda shall be posted at least 72 hours before a regular board meeting or 24 hours before a special meeting. (Government Code 54954.2)

2. In accordance with Administrative Regulation 5131.2 - Bullying and Administrative Regulation 5145.3 - Nondiscrimination/Harassment, 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)
3. In accordance with Administrative Regulation 5145.3 - Nondiscrimination/Harassment, 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)
4. In accordance with Administrative Regulation 5145.3 - Nondiscrimination/Harassment, a link to statewide California Department of Education (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)
5. In accordance with Administrative Regulation 4030 - Nondiscrimination in Employment and Administrative Regulations 4161.8/4261.8/4361.8 - Family Care and Medical Leave, 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)
6. In accordance with Administrative Regulation 5145.3 - Nondiscrimination/Harassment and Administrative Regulation 5145.7 - Sexual Harassment, information regarding Title IX prohibitions against discrimination based on a student's sex; 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) Assistant Secretary; the name and contact information of the Title IX Coordinator; the rights of students and the public as specified in Education Code 221.8; the responsibilities of the district 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 CDE's website (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8)

7. In accordance with Board Policy 5141.52 - Suicide Prevention, the district's policy on student suicide prevention (Education Code 234.6)
8. In accordance with Board Policy and Administrative Regulation 5145.3 – Nondiscrimination/Harassment, the resources related to neurodiversity posted on CDE's website (Education Code 234.6)
9. In accordance with Board Policy 5145.9 - Hate-Motivated Behavior, the district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6)
10. In accordance with Administrative Regulation 3100 – Budget, beginning January 1, 2027, at least three days before the availability of the proposed budget for public inspection the location and dates at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing (Education Code 42103)

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.

14. In accordance with Board Policy 0410 - Nondiscrimination in District Programs and Activities and Administrative Regulation 4030 - Nondiscrimination in Employment, the district's nondiscrimination policy and regulation, including the complaint procedure and 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)
15. In accordance with Board Policies 4119.21/4219.21/4319.21 - Professional Standards and Board Policies 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions, the section(s) of the Eden Area ROP's employee code of conduct addressing interactions with students.(Education Code 44050)

These section(s) or a link to them shall be posted on the Eden Area ROP's website in a manner that is accessible to the public without a password. (Education Code 44050)

16. In accordance with Administrative Regulation 3514.2 - Integrated Pest Management, 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. Education Code 17611.5)

The plan shall be posted on the Eden Area ROP's website (Education Code 17611.5)

17. In accordance with Board Policy 7150 - Site Selection And Development, 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)
18. In accordance with Board Policy 6190 - Evaluation of the Instructional Program, 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 Education Code 35178.4)

This notification may be made in writing to parents/guardians instead of or in addition to posting the results on the Eden Area ROP's website. Additionally, 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)

19. In accordance with Board Policy 5131.6 – Alcohol and Other Drugs, on the website of each school and the district website, post information about 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, and the risks of social media being used as a way to market and sell synthetic drugs (Education Code 48985.5)

Policy 1312.3: Uniform Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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.

Complaints Subject to UCP

The Eden Area ROP's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following :

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500, 52616.18)
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 one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; 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 (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

5. Educational 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, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)
6. Instructional Materials and Curriculum: Diversity (Education Code 243)

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)
7. Student fees (Education Code 49010-49013)
8. Reasonable accommodations to a lactating student (Education Code 222)
9. Regional occupational centers and programs (Education Code 52300-52334.7)
10. School team names, mascots, or nicknames pursuant to Education Code 221.3
11. School safety plans (Education Code 32280-32289)
12. 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
13. 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 involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Eden Area ROP shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination, 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 sexual harassment, as defined in 34 CFR 106.30

Such a complaint shall be addressed through the federal Title IX complaint procedures as specified in Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the Eden Area ROP in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department
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: 11/07/2024 | Last Reviewed Date: 11/07/2024

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 who is responsible for handling complaints regarding unlawful discrimination, harassment, intimidation, or bullying, and in Administrative Regulation 5145.7 - Sexual Harassment, who is responsible for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure Eden Area ROP compliance with law.

Principal
Educational Services Department
26316 Hesperian Blvd. Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

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, but need not be limited to, all of the following:

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 or catalogs.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the Eden Area ROP's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled speak a single primary language other than English, the Eden Area ROP's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the Eden Area ROP shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in

writing due to conditions such as a disability or illiteracy, Eden Area ROP staff shall assist in the filing of the complaint. (5 CCR 4600s)

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 (Education Code 49013, 52075)

A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the Superintendent or designee. (Education Code 49013)

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 involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the complaint 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. 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)

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.

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 day 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's 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 practices or procedures; 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, 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, 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, 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)

Exhibit (PDF) 1312.3 E PDF(1): Uniform Complaint Procedures

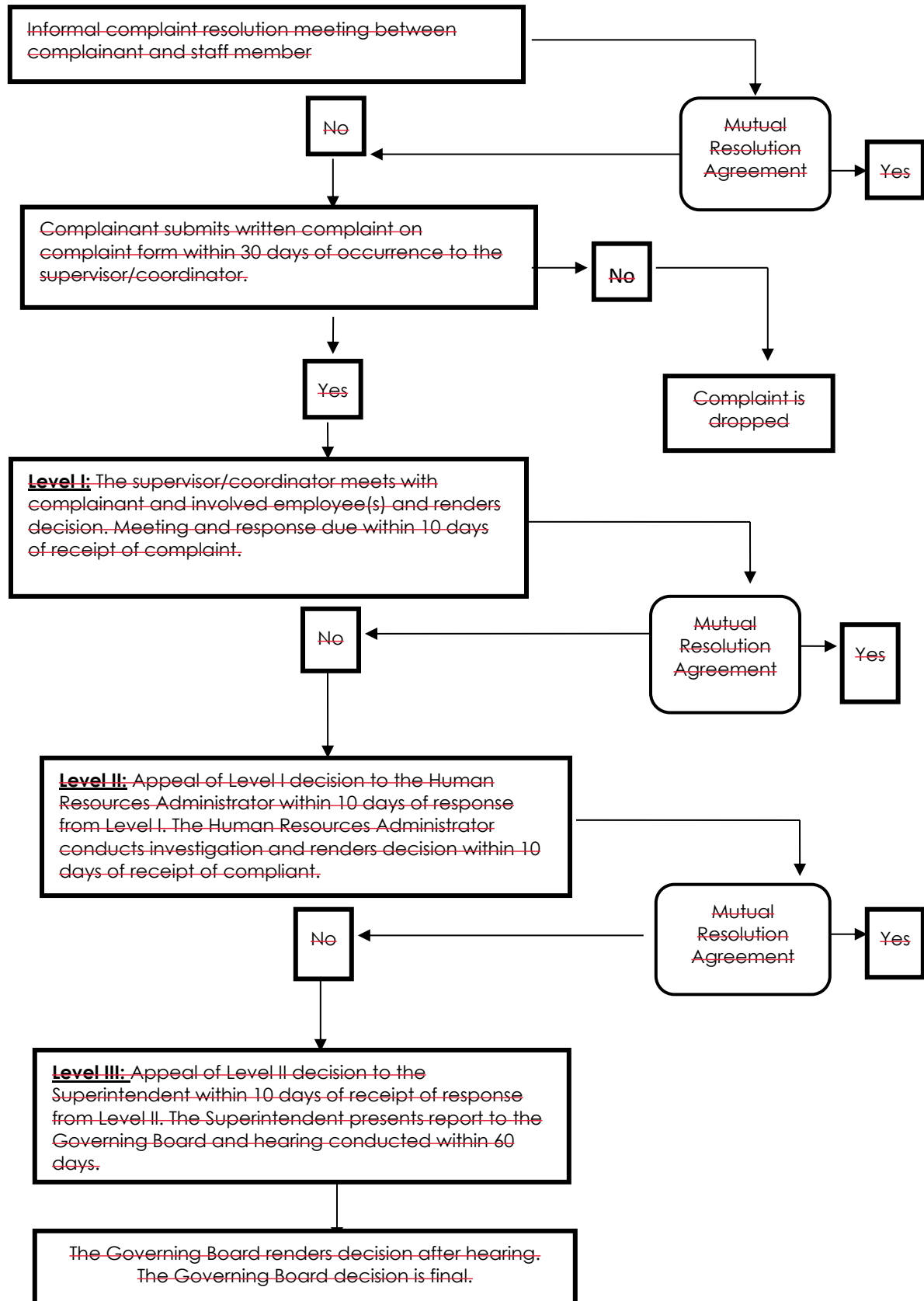
Status: ADOPTED

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

See PDF on the next page.

EdenAreaROP

COMPLAINT PROCEDURES





COMPLAINT FORM

This form is to be used only after informal discussion between the complainant and the involved employee(s) has failed to reach mutual resolution. The complainant must fill out and submit completed form to the employee(s) immediate supervisor/coordinator within 30 days of the occurrence of the incident in question. Failure to submit complaint in writing on this form will result in the complaint being dropped.

Date:

Name of Complainant:

Name of Student (if applicable)

Address of Complainant:

City, Zip Code

Contact Number:

NATURE OF COMPLAINT (CHECK ONE)

☐

Regarding an employee

Employee Name

☐

Due to a specific incident

Policy

☐

Other

Explain

☐

Due to a specific incident

A. Describe

Date/Time:

Location:

People Involved:

Description:

B. Describe what steps you have taken to resolve this situation (i.e. discussed with employee, held meeting). Indicate date and time conference was held in an effort to resolve the matter; also list who was present.

What was the outcome:

C. What do you think needs to be done to resolve this situation?

Signature of Complainant

Date Submitted



RESPONSE TO COMPLAINT

This form is to be used only after informal discussion between the complainant and the involved employee(s) has failed to reach mutual resolution. The complainant must fill out and submit completed form to the employee(s) immediate supervisor/coordinator within 30 days of the occurrence of the incident in question. Failure to submit complaint in writing on this form will result in the complaint being dropped.

Date:

Name of Employee:

Employee Title:

Name of Complainant:

Address:

City/Zip:

Date complaint was filed:

Employee Response

Signature of Complainant

Date Submitted

Regulation 3512: Equipment

Status: DRAFT

Original Adopted Date: 03/05/2020

Eden Area Regional Occupational Program (Eden Area ROP) equipment shall be used primarily for educational purposes and/or to conduct Eden Area ROP business. The Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate use of Eden Area ROP equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

School-connected organizations may be granted reasonable use of the equipment for Eden Area ROP-related matters, if such use does not interfere with the use by students or employees or otherwise disrupt Eden Area ROP operations.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Superintendent or designee or applicable Board policy or administrative regulation.

The Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

Additionally, the Superintendent or designee shall maintain property records as specified in Administrative Regulation 3440 – Inventories, including updating property records when there is a change in the status of the property.

When equipment is unusable or is no longer needed, it may be sold, donated, recycled, or disposed of in accordance with Education Code 17540-17555 or 2 CFR 200.313, as applicable.

Equipment Acquired with Federal Funds

Persons involved in the selection, award, or administration of a contract supported by federal funds shall comply with the requirements specified in 2 CFR 200.313 and 200.318, including conflict of interest requirements, act in accordance with Administrative Regulation 3230 – Federal Grant Funds, and comply with Board Bylaw 9270 – Conflict of Interest.

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number, and name of the Eden Area ROP. (2 CFR 200.313; 5 CCR 3946)

For any equipment acquired in whole or in part with federal funds, the Superintendent or designee shall develop adequate maintenance procedures to keep the property in good condition. Additionally, the Superintendent or designee shall develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (2 CFR 200.313)

Equipment purchased for use in a federal program shall be used in that program as long as needed, regardless of the program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program. (2 CFR 200.313)

Exhibit 3512-E(1): Equipment

Status: DRAFT

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

EQUIPMENT LOAN FORM

I assume the responsibility for the following district equipment:

Description and condition of equipment:

Equipment ID Number:

District-related purpose: (Note: items are not for personal use)

I will return the above equipment to _____ (administrator or designee) no later than
_____ (date).

In borrowing the items listed above, I assume responsibility for any loss of or damage to the equipment or materials.
If any items are damaged or lost, I will pay the cost of repairs or replacement.

Signed: _____

Date: _____

Approved: _____

Date: _____

Policy 4030: Nondiscrimination In Employment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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 and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the Eden Area ROP.

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 one, or a combination of two or more, protected characteristics which include, but may not be limited to, the employee's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

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)

In addition, unless otherwise provided for in law, the Eden Area ROP may not discriminate against an employee, 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 person'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 based on one, or a combination of two or more protected characteristics, which include, but may not be limited to, an employee's pregnancy, childbirth, breastfeeding, or any related medical condition, or on an employee's gender, gender expression, gender identity, or sexual orientation
 - b. Religious creed discrimination based on an employee's religious belief, observance, and practice, 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 employee to disclose information relating to the employee's reproductive health decision-making
- f. Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the Eden Area ROP reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the Eden Area ROP

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)

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 Eden Area ROP 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.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures.

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:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

All complaints alleging discrimination in employment, as defined in accompanying Board policy, shall be investigated and resolved in accordance with procedures specified in this administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 – Title IX Sexual 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: (Education Code 234.1; 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. 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
5. 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

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)

6. 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
7. 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 covered by this administrative regulation and accompanying Board policy 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 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 complaint.

The 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(s) 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 by the coordinator 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 and 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 a 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 EEOC 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:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

The Governing Board recognizes the immediate and long-term health benefits of breast milk 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 there exist limited circumstances, 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

For at least a year after the birth of a child, 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)

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 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)

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

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)

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).

Exhibit 4112.9-E(1): Employee Notifications

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire, all employees annually and upon request, in districts with 25 or more employees

Education or Other Legal Code: Government Code 12945.8

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Government Code 12945.8 pertaining to leaves and accommodations for victims of qualifying act of violence

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: Post and keep posted in a conspicuous location frequented by employees where the notice may be easily read by employees during the hours of the workday

Education or Other Legal Code: Labor Code 3550

Board Policy/Administrative Regulation #: AR 4157.1

Subject: Current compensation insurance carrier of the employer, or when appropriate, statement that the employer is self-insured, and who is responsible for claims adjustment

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when leaving work due to pregnancy or nonoccupational sickness or injury

Education or Other Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses

Education or Other Legal Code: Welfare and Institutions Code 827

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: Post and keep posted on premises or via electronic posting, in conspicuous places where employees are employed
Education or Other Legal Code: 2 CCR 11095
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: A notice explaining the CFRA's provisions and procedures for filing complaints of violations of the Act with the Civil Rights Department.

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: Prominently display in location frequented by certificated employees who serve students in any of grades 7-12
Education or Other Legal Code: Education Code 234.1
Board Policy/Administrative Regulation #: BP 5145.3
Subject: Information on existing school site and community resources related to the support of students who may face bias or bullying

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936
Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: AR 4117.7/4317.7

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district

Education or Other Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Education or Other Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 2121, BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Education or Other Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Education or Other Legal Code: Education Code 44951

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: BP 3580

Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for

credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: New employees upon hire, to all employees annually, at any time upon request, and any time an employee informs an employer that the employee or the employee's family member is a victim
Education or Other Legal Code: Government Code 12945.8
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of a qualifying act of violence

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1

Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Education or Other Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five business days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave
Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Education or Other Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Exhibit 4212.9-E(1): Employee Notifications

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

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Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire, all employees annually and upon request, in districts with 25 or more employees

Education or Other Legal Code: Government Code 12945.8

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Government Code 12945.8 pertaining to leaves and accommodations for victims of qualifying act of violence

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: Post and keep posted in a conspicuous location frequented by employees where the notice may be easily read by employees during the hours of the workday

Education or Other Legal Code: Labor Code 3550

Board Policy/Administrative Regulation #: AR 4157.1

Subject: Current compensation insurance carrier of the employer, or when appropriate, statement that the employer is self-insured, and who is responsible for claims adjustment

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when leaving work due to pregnancy or nonoccupational sickness or injury

Education or Other Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses

Education or Other Legal Code: Welfare and Institutions Code 827

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: Post and keep posted on premises or via electronic posting, in conspicuous places where employees are employed
Education or Other Legal Code: 2 CCR 11095
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: A notice explaining the CFRA's provisions and procedures for filing complaints of violations of the Act with the Civil Rights Department.

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: Prominently display in location frequented by certificated employees who serve students in any of grades 7-12
Education or Other Legal Code: Education Code 234.1
Board Policy/Administrative Regulation #: BP 5145.3
Subject: Information on existing school site and community resources related to the support of students who may face bias or bullying

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936
Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: AR 4117.7/4317.7

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district

Education or Other Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Education or Other Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 2121, BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Education or Other Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Education or Other Legal Code: Education Code 44951

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: BP 3580

Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for

credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: New employees upon hire, to all employees annually, at any time upon request, and any time an employee informs an employer that the employee or the employee's family member is a victim
Education or Other Legal Code: Government Code 12945.8
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of a qualifying act of violence

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1

Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Education or Other Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five business days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave
Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Education or Other Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Exhibit 4312.9-E(1): Employee Notifications

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire, all employees annually and upon request, in districts with 25 or more employees

Education or Other Legal Code: Government Code 12945.8

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Government Code 12945.8 pertaining to leaves and accommodations for victims of qualifying act of violence

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: Post and keep posted in a conspicuous location frequented by employees where the notice may be easily read by employees during the hours of the workday

Education or Other Legal Code: Labor Code 3550

Board Policy/Administrative Regulation #: AR 4157.1

Subject: Current compensation insurance carrier of the employer, or when appropriate, statement that the employer is self-insured, and who is responsible for claims adjustment

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when leaving work due to pregnancy or nonoccupational sickness or injury

Education or Other Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses

Education or Other Legal Code: Welfare and Institutions Code 827

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: Post and keep posted on premises or via electronic posting, in conspicuous places where employees are employed
Education or Other Legal Code: 2 CCR 11095
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: A notice explaining the CFRA's provisions and procedures for filing complaints of violations of the Act with the Civil Rights Department.

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: Prominently display in location frequented by certificated employees who serve students in any of grades 7-12
Education or Other Legal Code: Education Code 234.1
Board Policy/Administrative Regulation #: BP 5145.3
Subject: Information on existing school site and community resources related to the support of students who may face bias or bullying

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936
Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: AR 4117.7/4317.7

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district

Education or Other Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Education or Other Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 2121, BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Education or Other Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Education or Other Legal Code: Education Code 44951

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: BP 3580

Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for

credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: New employees upon hire, to all employees annually, at any time upon request, and any time an employee informs an employer that the employee or the employee's family member is a victim
Education or Other Legal Code: Government Code 12945.8
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of a qualifying act of violence

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1

Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five business days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Policy 4119.11: Sexual Harassment

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Revised Date: 11/07/2024 | Last Reviewed Date: 11/07/2024

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.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in Eden Area ROP programs and activities by and against Eden Area ROP employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the Eden Area ROP.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual 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 sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the Eden Area ROP's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 –a Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX 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)

The Superintendent or designee may periodically evaluate the effectiveness of the Eden Area ROP's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether 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 sexual 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 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual 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.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer supportive measures to the complainant and the respondent, as deemed appropriate under the

circumstances. (34 CFR 106.30, 106.44)

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 sexual harassment complaint, any Eden Area ROP employee found to have engaged or participated in sexual 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: Sexual Harassment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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.

The Governing Board is committed to providing a safe work environment that is free of discrimination, harassment, and intimidation, including sexual harassment. The Board prohibits sexual harassment, as defined in the accompanying administrative regulation, in Eden Area ROP programs and activities by and against Eden Area ROP employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the Eden Area ROP.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual 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 sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the Eden Area ROP's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 –a Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX 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)

The Superintendent or designee may periodically evaluate the effectiveness of the Eden Area ROP's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether 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 sexual 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 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual 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.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer supportive measures to the complainant and the respondent, as deemed appropriate under the

circumstances. (34 CFR 106.30, 106.44)

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 sexual harassment complaint, any Eden Area ROP employee found to have engaged or participated in sexual 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: Sexual Harassment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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.

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Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual 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 sexual harassment, including but not limited to: (Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the Eden Area ROP's sexual harassment policy to employees and others to whom the policy may apply
3. Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 –a Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX 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)

The Superintendent or designee may periodically evaluate the effectiveness of the Eden Area ROP's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether 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 sexual 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 106.8)

Any employee with knowledge of conduct that reasonably may constitute sexual 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.

Once notified, the Title IX Coordinator shall ensure that the complaint alleging sexual harassment is addressed through Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or Administrative Regulation 4030 - Nondiscrimination in Employment, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, concurrently meets the requirements of Administrative Regulation 4030 - Nondiscrimination in Employment.

Before or after the filing of a formal complaint or where no formal complaint has been filed, the Title IX Coordinator shall offer supportive measures to the complainant and the respondent, as deemed appropriate under the

circumstances. (34 CFR 106.30, 106.44)

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 sexual harassment complaint, any Eden Area ROP employee found to have engaged or participated in sexual 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: Sexual Harassment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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).

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which the Eden Area ROP exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The Eden Area ROP designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the Eden Area ROP's response to sexual harassment 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 employees receive training regarding sexual 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 others 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

The Superintendent or designee shall retain for at least two years the records of any training provided to employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers,

and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the Eden Area ROP's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the Eden Area ROP's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the Eden Area ROP does not maintain a website make these materials available upon request, to members of the public.

Notifications

The Eden Area ROP shall notify employees, and applicants for employment of the name or title, office address, email address, and telephone number of the Eden Area ROP's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)
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
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the Eden Area ROP's website (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepare 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 sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual 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 sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and Eden Area ROP procedures. The Eden Area ROP's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

If sexual 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 sexual harassment, prevent recurrence, and address any continuing effects.

Regulation 4219.11: Sexual Harassment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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).

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which the Eden Area ROP exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The Eden Area ROP designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the Eden Area ROP's response to sexual harassment complaints processed under Administrative Regulation 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

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Training

The Superintendent or designee shall ensure that employees receive training regarding sexual 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 others 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

The Superintendent or designee shall retain for at least two years the records of any training provided to employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers,

and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the Eden Area ROP's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the Eden Area ROP's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the Eden Area ROP does not maintain a website make these materials available upon request, to members of the public.

Notifications

The Eden Area ROP shall notify employees, and applicants for employment of the name or title, office address, email address, and telephone number of the Eden Area ROP's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)
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
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the Eden Area ROP's website (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepare 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 sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual 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 sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and Eden Area ROP procedures. The Eden Area ROP's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

If sexual 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 sexual harassment, prevent recurrence, and address any continuing effects.

Regulation 4319.11: Sexual Harassment

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status. (Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688)

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).

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which the Eden Area ROP exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The Eden Area ROP designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, and oversee the Eden Area ROP's response to sexual harassment 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 employees receive training regarding sexual 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 others 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

The Superintendent or designee shall retain for at least two years the records of any training provided to employees. Such records shall include, but are not limited to, the names of trained employees, date of the training, the sign in sheet, a copy of all certificates of attendance or completion issued, the type of training, a copy of all written or recorded materials that comprise the training, and name of the training provider. (2 CCR 11024)

Additionally, the Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers,

and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45, including the definition of sexual harassment specified in 34 CFR 106.30, the scope of the Eden Area ROP's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition, the Eden Area ROP's Title IX sexual harassment training shall include additional training for investigators and decisionmakers. (34 CFR 106.45)

The Superintendent or designee shall retain for seven years the materials used to provide training as specified in 34 CFR 106.45, make these materials publicly available on its website, or, if the Eden Area ROP does not maintain a website make these materials available upon request, to members of the public.

Notifications

The Eden Area ROP shall notify employees, and applicants for employment of the name or title, office address, email address, and telephone number of the Eden Area ROP's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the accompanying Board policy and this administrative regulation:

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 (Education Code 231.5)
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
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the Eden Area ROP's website (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepare 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 sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual 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 sexual harassment, and the CRD poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints alleging sexual harassment by and against employees shall be investigated and resolved in accordance with law and Eden Area ROP procedures. The Eden Area ROP's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved in accordance with Administrative Regulation 4030 - Nondiscrimination in Employment.

If sexual 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 sexual harassment, prevent recurrence, and address any continuing effects.

Regulation 4119.12: Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | Last Revised Date: 11/07/2024 | Last Reviewed Date: 11/07/2024

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 ROP employee, while in an education program or activity, in which the Eden Area Regional Occupational Program (Eden Area ROP) exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with Eden Area ROP legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 – Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the Eden Area ROP's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 – Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the Eden Area ROP's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness
3. Ensure that the Title IX Coordinator, investigator, decisionmaker, or any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45
4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the Eden Area ROP

The Eden Area ROP's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may

include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the Eden Area ROP may implement following any determination of responsibility
7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment
8. Include the procedures and permissible bases for the complainant and respondent to appeal
9. Describe the range of supportive measures available to complainants and respondents
10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the Eden Area ROP shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the Eden Area ROP's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the Eden Area ROP. (34 CFR 106.30)

If the Eden Area ROP has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the Eden Area ROP's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Eden Area ROP's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The Eden Area ROP shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the Eden Area ROP's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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 a student is the respondent, the Eden Area ROP may remove the student from the Eden Area ROP's education program or activity, on an emergency basis, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 – Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the Eden Area ROP's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the Eden Area ROP in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the Eden Area ROP, or sufficient circumstances prevent the Eden Area ROP from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (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

When a formal complaint of sexual harassment is filed the Eden Area ROP may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The Eden Area ROP shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the Eden Area ROP shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension without the need for an investigation.

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written 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

Written Notice

If a formal complaint is filed, the Title IX Coordinator 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. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location 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 the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and 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.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the Eden Area ROP may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

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, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the Eden Area ROP may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the Eden Area ROP does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation
7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 business days of the receipt of the complaint.

The Eden Area ROP may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the Eden Area ROP includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the Eden Area ROP's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the Eden Area ROP imposes on the respondent, and whether remedies designed to restore or preserve equal access to the Eden Area ROP's educational program or activity will be provided by the Eden Area ROP to the complainant
6. The Eden Area ROP's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 business days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 30 business days from the receipt of the appeal.

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.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the Eden Area ROP shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The Eden Area ROP may impose disciplinary sanctions or other actions after 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 sexual harassment or retaliation, the Eden Area ROP shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the Eden Area ROP's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials publicly available on its website, or if the Eden Area

ROP does not maintain a website, 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

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the Eden Area ROP's coverage for acts of sexual assault.

Regulation 4219.12: Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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 ROP employee, while in an education program or activity, in which the Eden Area Regional Occupational Program (Eden Area ROP) exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with Eden Area ROP legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 – Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the Eden Area ROP's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 – Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the Eden Area ROP's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness
3. Ensure that the Title IX Coordinator, investigator, decisionmaker, or any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45
4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the Eden Area ROP

The Eden Area ROP's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may

include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the Eden Area ROP may implement following any determination of responsibility
7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment
8. Include the procedures and permissible bases for the complainant and respondent to appeal
9. Describe the range of supportive measures available to complainants and respondents
10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the Eden Area ROP shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the Eden Area ROP's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the Eden Area ROP. (34 CFR 106.30)

If the Eden Area ROP has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the Eden Area ROP's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Eden Area ROP's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The Eden Area ROP shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the Eden Area ROP's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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 a student is the respondent, the Eden Area ROP may remove the student from the Eden Area ROP's education program or activity, on an emergency basis, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 – Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the Eden Area ROP's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the Eden Area ROP in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the Eden Area ROP, or sufficient circumstances prevent the Eden Area ROP from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (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

When a formal complaint of sexual harassment is filed the Eden Area ROP may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The Eden Area ROP shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the Eden Area ROP shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension without the need for an investigation.

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written 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

Written Notice

If a formal complaint is filed, the Title IX Coordinator 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. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location 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 the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and 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.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the Eden Area ROP may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

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, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the Eden Area ROP may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the Eden Area ROP does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation
7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 business days of the receipt of the complaint.

The Eden Area ROP may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the Eden Area ROP includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the Eden Area ROP's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the Eden Area ROP imposes on the respondent, and whether remedies designed to restore or preserve equal access to the Eden Area ROP's educational program or activity will be provided by the Eden Area ROP to the complainant
6. The Eden Area ROP's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 business days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 30 business days from the receipt of the appeal.

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.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the Eden Area ROP shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The Eden Area ROP may impose disciplinary sanctions or other actions after 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 sexual harassment or retaliation, the Eden Area ROP shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the Eden Area ROP's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials publicly available on its website, or if the Eden Area

ROP does not maintain a website, 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

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the Eden Area ROP's coverage for acts of sexual assault.

Regulation 4319.12: Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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 ROP employee, while in an education program or activity, in which the Eden Area Regional Occupational Program (Eden Area ROP) exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person's equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with Eden Area ROP legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or against employees shall be investigated and resolved in accordance with Administrative Regulation 4030 – Nondiscrimination in Employment. The determination over which process shall be used to investigate and resolve a complaint shall be made by the Eden Area ROP's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Administrative Regulation 4030 – Nondiscrimination in Employment are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the Eden Area ROP's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness
3. Ensure that the Title IX Coordinator, investigator, decisionmaker, or any person that facilitates an information resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45
4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
5. Include reasonably prompt timeframes for the conclusion of the grievance procedures, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the Eden Area ROP

The Eden Area ROP's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may

include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the Eden Area ROP may implement following any determination of responsibility
7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment
8. Include the procedures and permissible bases for the complainant and respondent to appeal
9. Describe the range of supportive measures available to complainants and respondents
10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the Eden Area ROP shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the Eden Area ROP's Title IX Coordinator using the contact information listed in Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the Eden Area ROP. (34 CFR 106.30)

If the Eden Area ROP has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the Eden Area ROP's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Eden Area ROP's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The Eden Area ROP shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the Eden Area ROP's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

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 a student is the respondent, the Eden Area ROP may remove the student from the Eden Area ROP's education program or activity, on an emergency basis, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.

Any such removal may not constitute discipline for student record purposes or Board Policy 5144 – Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the Eden Area ROP's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the Eden Area ROP in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the Eden Area ROP, or sufficient circumstances prevent the Eden Area ROP from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals," below. (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

When a formal complaint of sexual harassment is filed the Eden Area ROP may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The Eden Area ROP shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the Eden Area ROP shall not require such waiver as a condition of enrollment or employment or continuing employment. (34 CFR 106.45)

As a part of an informal resolution, the parties may agree upon discipline such as suspension without the need for an investigation.

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written 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

Written Notice

If a formal complaint is filed, the Title IX Coordinator 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. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location 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 the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and 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.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the Eden Area ROP may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

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, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the Eden Area ROP may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the Eden Area ROP does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation
7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 business days of the receipt of the complaint.

The Eden Area ROP may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decisionmaker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the Eden Area ROP includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the Eden Area ROP's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the Eden Area ROP imposes on the respondent, and whether remedies designed to restore or preserve equal access to the Eden Area ROP's educational program or activity will be provided by the Eden Area ROP to the complainant
6. The Eden Area ROP's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 business days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 30 business days from the receipt of the appeal.

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.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the Eden Area ROP shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The Eden Area ROP may impose disciplinary sanctions or other actions after 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 sexual harassment or retaliation, the Eden Area ROP shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the Eden Area ROP's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials publicly available on its website, or if the Eden Area

ROP does not maintain a website, 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

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the Eden Area ROP's coverage for acts of sexual assault.

Exhibit 4119.12-E(1): Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The Eden Area Regional Occupational Program (Eden Area ROP) shall not discriminate on the basis of sex 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 admission and 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 shall 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 following employee serves as the Eden Area ROP's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Any individual may report sex discrimination, including sexual 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 sexual harassment, the Title IX Coordinator shall 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 sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the Eden Area ROP's website at www.edenrop.org.

Materials used to train; the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the Eden Area ROP's website or at the Eden Area ROP office upon request.

Exhibit 4219.12-E(1): Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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Exhibit 4319.12-E(1): Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 03/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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Materials used to train; the Title IX Coordinator, investigator(s), decisionmaker(s), and any person(s) who facilitates an informal resolution process, are also publicly available on the Eden Area ROP's website or at the Eden Area ROP office upon request.

Policy 5125.1: Release Of Directory Information

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with law, Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on a determination of the best interests of Eden Area Regional Occupational Program (Eden Area ROP) students. (Education Code 49073)

A student's directory information shall only be included in the minutes of the Board's meeting in accordance with Board Bylaw 9324 – Minutes and Recordings.

Colleges and prospective employers, including military recruiters, shall have access to a student's name, address, email address, and telephone number, unless the student's parent/guardian, or the student, if the student is 18 years of age or older, has specified that the information not be released. (10 USC 503, 20 USC 7908)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with law, Board policy, and administrative regulation. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled, provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

Regulation 5125.1: Release Of Directory Information

Status: DRAFT

Original Adopted Date: 06/05/2020

Definition

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities
8. Dates of attendance
9. Degrees and awards received
10. Most recent previous school attended

Directory information does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Directory information does not include the citizenship status, immigration status, place of birth, or any other information indicating national origin of a student or the student's family member.

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the Eden Area Regional Occupational Program (Eden Area ROP) plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the Eden Area ROP designate any or all types of information as directory information, how to refuse release, and the period of time within which a parent/guardian must notify the Eden Area ROP in writing that the parent/guardian does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

Additionally, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the Eden Area ROP will not release such information without parent/guardian consent or a court order.

The Superintendent or designee shall notify parents/guardians that they may request that the Eden Area ROP not release the name, address, email address, and telephone number of their child to military recruiters, Immigration and Customs Enforcement (ICE), employers, or institutions of higher education without prior written consent. (10 USC 503, 20 USC 7908)

Parent/Guardian Consent

A student's directory information shall not be released if the student's parent/guardian has notified the district in writing that such information shall not be disclosed. (Education Code 49073; 20 USC 1232g, 7908)

The directory information of a student identified as a student experiencing homelessness shall not be released, unless the student's parent/guardian, or the student is 18 years of age or older, has provided written consent that directory information may be released. (Education Code 49073; 20 USC 1232g, 7908)

For a former student, the Eden Area ROP shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the Eden Area ROP, unless the opt-out request has been rescinded. (34 CFR 99.37)

Exhibit 5125.1-E(1): Release Of Directory Information

Status: DRAFT

Original Adopted Date: Pending

**PARENT/GUARDIAN NOTICE
RELEASE OF DIRECTORY INFORMATION**

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that Eden Area Regional Occupational Program (Eden Area ROP), with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the Eden Area ROP may disclose appropriately designated "directory information" without written consent, unless you have advised the Eden Area ROP to the contrary in accordance with Eden Area ROP procedures. The primary purpose of directory information is to allow the Eden Area ROP to include information from your child's education records in certain school and/or Eden Area ROP publications. Examples include:

- a playbill, showing your child's role in a drama production
- the annual yearbook
- honor roll or other recognition lists
- graduation programs
- sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), as amended, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the Eden Area ROP that they do not want their child's information disclosed without their prior written consent.

If you do not want the Eden Area ROP to disclose any or all of the information designated below as directory information from your child's education records without your prior written consent, you must notify the Eden Area ROP in writing by _____ (insert date). The Eden Area ROP has designated the following information as directory information:

1. Student's name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation in officially recognized activities
8. Dates of attendance
9. Degrees and awards received
10. Most recent previous school attended

Additionally, the Eden Area ROP may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

In addition, the Eden Area ROP may disclose a student identification number or other unique personal identifier that is displayed on a student identification badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

The Eden Area ROP may not disclose a student's Social Security number. Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin.

Regulation 5131.41: Use Of Seclusion And Restraint

Status: DRAFT

Original Adopted Date: 06/05/2020 | Last Revised Date: 05/04/2023 | Last Reviewed Date: 05/04/2023

Eden Area Regional Occupational Program (Eden Area ROP) staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

Additionally, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room
3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places the staff member's body weight against the student's torso or back
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face
5. Use prone restraint, defined as the application of a behavioral restraint on a student in a facedown position for any period of time and includes prone containment (Education Code 49005.1)
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in Administrative Regulation 6159.4-Behavioral Interventions for Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

The Superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint, as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
 2. The setting and location of the incident
 3. The name of the staff or other persons involved
 4. A description of the incident and the emergency intervention used
 5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
 6. Details of any injuries sustained by the student or others, including staff, as a result of the incident
-

Policy 5145.3: Nondiscrimination/Harassment

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

The Governing 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.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to Eden Area ROP activity or attendance, to acts which occur off campus or outside of Eden Area ROP-related or Eden Area ROP-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the Eden Area ROP.

The Board prohibits, at any school or activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; 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. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

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 Eden Area ROP programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination could occur when disciplining students, including suspension, 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 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. Any employee who permits or engages in prohibited discrimination related to an Eden Area ROP activity, attendance, or Eden Area ROP-related or Eden Area ROP-sponsored activity, 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 may engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee may also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and 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.

Complaints alleging unlawful discrimination in Eden Area ROP programs and activities shall be investigated and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 5145.71 – Title IX Sexual 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:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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 - Sexual Harassment as the responsible employee to handle complaints alleging unlawful sexual 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 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 sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the Eden Area ROP's 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, 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 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)

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)

- 6. Provide to students a handbook that contains age-appropriate information that clearly describes the Eden Area ROP's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior
- 7. Annually notify all students and parents/guardians of the Eden Area ROP's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students

The notice shall inform students and parents/guardians that they may request to meet with the Compliance Officer to determine how best to accommodate or resolve concerns that may arise from the Eden Area ROP's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the Eden Area ROP will address any individual student's interests and concerns in private.

- 8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the Eden Area ROP's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the Eden Area ROP's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the Eden Area ROP shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

- 9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the Eden Area ROP's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them

Such training and information shall include details of guidelines the Eden Area ROP may use to provide a discrimination-free environment for all Eden Area ROP students.

- 10. 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)
- 11. 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
- 12. 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)
- 13. 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 Eden Area ROP 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 sexual harassment that meet the federal Title IX definition, Administrative Regulation 5145.71 - Title IX Sexual 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.

Support for Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender refers to a student's sex, and includes a student's gender identity and gender expression. (Education Code 210.7)

Gender identity refers to a 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 refers to a student's gender-related appearance and behavior, regardless of 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 refers to when a student's gender expression differs from stereotypical expectations.

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

Nonbinary refers to when a student's 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.

Sex refers to the biological condition of being a female or male human being. (5 CCR 4910)

Transgender refers to when a student's gender identity is different from the sex assigned at birth.

The Eden Area ROP shall ensure that all students, regardless of sex, gender, gender identity or gender expression, are afforded the same rights, benefits, and protections provided to students by law and Board policy. To do so, the Superintendent or designee shall address each situation that arises on a case-by-case basis and in accordance with the following guidelines:

1. Acceptance of a Student's Gender Identity: The Eden Area ROP shall accept the student's assertion of the student's gender identity and 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
2. Use of Names and Pronouns: Upon request by a student, Eden Area ROP personnel shall address the student by the requested name and pronoun(s), without the necessity of a court order or a change to the student's mandatory permanent student record

Inadvertent slips or honest mistakes by Eden Area ROP personnel in the use of the student's name and/or pronouns may not constitute a violation of this administrative regulation or the accompanying Board policy.

3. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the Eden Area ROP maintains sex-segregated facilities, such as restrooms, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity

Additionally, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by sex, such as for class discussions, yearbook pictures, and field trips.

To address any student's privacy concerns in using sex-segregated facilities, the Eden Area ROP shall consider offering 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, in no case shall the Eden Area ROP require a student to utilize these options because of the student's sex, gender, gender identity, or gender expression. 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.

4. Adherence to 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, which may not discriminate on the basis of sex, gender, gender identity or gender expression
5. Equal Access to Educational Programs and Activities: Upon request by a student based on the student's gender identity or gender expression, the Compliance Officer shall identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained

The Compliance Officer shall consider the rights of all students and how those rights may affect and be affected by the rights of other students. Additionally, the Compliance Officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's sex, gender, gender identity, or gender expression 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 providing equal access to programs and activities.

6. Right to privacy: A student's sex, gender, gender identity, and gender status is private information

The Eden Area ROP may only disclose such information to others when the disclosure is permitted by law, with the student's prior written consent, 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)

7. Student Records: A student's sex and legal name shall be maintained as part of a student's mandatory permanent student record as specified in 5 CCR 432 and shall only be changed with proper documentation

(Education Code 49061-49072)

When a request to change a student's gender or name is submitted without proper documentation, any change to the student's gender or name shall be applied only to documents not included in the mandatory permanent student record such as attendance sheets, report cards, and school identification.

The Superintendent or designee shall follow this guideline such that it does not change or alter the obligations of the Eden Area ROP to maintain student records in accordance with Board Policy/Administrative Regulation 5125 – Student Records, and to ensure access to such records in accordance with Board Policy/Administrative Regulation 1340 – Access to District Records.

The Eden Area ROP prohibits any act of verbal, nonverbal, or physical aggression, intimidation, or hostility, including any such act based on sex, gender, 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, including, but not limited to:

1. Refusing to address or refer to a student in a manner consistent with the student's gender identity
 2. Disciplining 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
 3. Blocking, prohibiting, or restricting a student's entry to the restroom that corresponds to the student's gender identity
 4. Disclosing student records that reveal a student's gender identity to individuals who do not have a legitimate need for the information except as permitted by law
 5. Verbally or physically assaulting a student because of the student's sex, gender, gender identity, or gender expression, including, but not limited to, causing, attempting to cause, threatening to cause, or participating in an act of hate violence on the basis of sex, gender, gender identity, or gender expression
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Exhibit 5145.6-E(1): Parent/Guardian Notifications

Status: DRAFT

Original Adopted Date: 02/03/2022 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2023 (SB 101, Ch. 12, Statutes of 2023) extends the suspension of these requirements through the 2023-24 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to parents/guardians. Other notices may exist and be identified in the future.

I. Annually

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 222.5; 46015
Board Policy/Administrative Regulation #: See BP 5146
Subject: Rights and options for pregnant and parenting students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 234.7
Board Policy/Administrative Regulation #: See BP 0410
Subject: Right to a free public education regardless of immigration status or religious beliefs

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3
Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Use of pesticide products, active ingredients, internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 35291, 48980
Board Policy/Administrative Regulation #: See AR 5144, AR 5144.1
Subject: District and site discipline rules

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 44050
Board Policy/Administrative Regulation #: See BP 4119.21, BP 4219.21, BP 4319.21
Subject: Code of conduct addressing employee interactions with students

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 46010.1
Board Policy/Administrative Regulation #: See AR 5113
Subject: Absence for confidential medical services

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8
Board Policy/Administrative Regulation #: See AR 5145.7
Subject: Copy of sexual harassment policy as related to students; contact information for Title IX coordinator

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301
Board Policy/Administrative Regulation #: See BP 5111.1, AR 5116.1, AR 5117
Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Governing Board allows such absence
Education or Other Legal Code: Education Code 48980, 46014
Board Policy/Administrative Regulation #: See AR 5113
Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 48205
Board Policy/Administrative Regulation #: See AR 5113, BP 6154
Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48980, 49423, 49480
Board Policy/Administrative Regulation #: See AR 5141.21
Subject: Administration of prescribed medication

When to Notify: Beginning of each school year in grades 11-12
Education or Other Legal Code: Education Code 48980.5
Board Policy/Administrative Regulation #: To be included in BP 6178
Subject: Information on local apprenticeship and pre-apprenticeship programs

When to Notify: At the beginning of each school year in grades 7-12
Education or Other Legal Code: Education Code 48980.6
Board Policy/Administrative Regulation #: To be included in BP 6141.4
Subject: Any dual enrollment or International Baccalaureate courses offered by the district

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 48985.5
Board Policy/Administrative Regulation #: See BP 5131.6
Subject: The dangers of using synthetic drugs not prescribed by a physician, possibility that such drugs can be found in counterfeit pills, and the risk of social media being used to market synthetic drugs, such as fentanyl

When to Notify: Annually (not otherwise specified)
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: See AR 1312.3, BP 0460, BP 3260
Subject: Uniform complaint procedures, available appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063
Board Policy/Administrative Regulation #: See AR 5125, AR 5125.3
Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7
Board Policy/Administrative Regulation #: See AR 5125
Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria for defining school officials and to determine legitimate educational interest, categories defined as directory information, disclosures, right to file complaint with U.S. Department of Education, course prospectus availability

When to Notify: Beginning of each school year
Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Release of directory information

When to Notify: Beginning of each school year
Education or Other Legal Code: 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: See BP 0410, BP 6178
Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals

Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. At Specific Times During the Student's Academic Career

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, AR 5125.3

Subject: Specified rights related to student records

III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: See BP 3580

Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination

Education or Other Legal Code: Education Code 262.3

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Civil law remedies available to complainants

When to Notify: Prior to implementing alternative schedule

Education or Other Legal Code: Education Code 46162

Board Policy/Administrative Regulation #: See BP 6112

Subject: Public hearing on alternative schedule in secondary grades

When to Notify: At least 72 hours before use of pesticide product not included in annual list

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Intended use of pesticide product

When to Notify: If school has lost its WASC accreditation status

Education or Other Legal Code: Education Code 35178.4

Board Policy/Administrative Regulation #: See BP 6190

Subject: Loss of status, potential consequences

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health

Education or Other Legal Code: Education Code 48213

Board Policy/Administrative Regulation #: See AR 5112.2

Subject: Student has been excluded from school

When to Notify: When student is removed from class and teacher requires parental attendance at school

Education or Other Legal Code: Education Code 48900.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Parental attendance required; timeline for attendance

When to Notify: When student is released to peace officer

Education or Other Legal Code: Education Code 48906

Board Policy/Administrative Regulation #: See BP 5145.11

Subject: Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse

When to Notify: At time of suspension

Education or Other Legal Code: Education Code 48911
Board Policy/Administrative Regulation #: See BP 5144.1, AR 5144.1
Subject: Notice of suspension

When to Notify: One month before the scheduled minimum day
Education or Other Legal Code: Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site
Education or Other Legal Code: Education Code 48987
Board Policy/Administrative Regulation #: See AR 5141.4
Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course
Education or Other Legal Code: Education Code 49067
Board Policy/Administrative Regulation #: See AR 5121
Subject: Student in danger of failing a course

When/Whom to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals
Education or Other Legal Code: Education Code 49070
Board Policy/Administrative Regulation #: See AR 5125.3
Subject: If Governing Board sustains allegations, the correction of destruction of record; if denied, right to submit written objection

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: See BP 5125
Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter
Education or Other Legal Code: Education Code 49073.6
Board Policy/Administrative Regulation #: AR 5125
Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer
Education or Other Legal Code: Education Code 49076
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena
Education or Other Legal Code: Education Code 49077
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of information pursuant to court order or subpoena

When to Notify: When an automated external defibrillator (AED) is placed in a school serving students in grades 6-12, at least annually notify students
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: See AR 6145.2 Athletic Competition
Subject: The location of all AED units on campus

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer
Education or Other Legal Code: Penal Code 626.81
Board Policy/Administrative Regulation #: See AR 1240, BP 1250
Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises
Education or Other Legal Code: Penal Code 627.5

Board Policy/Administrative Regulation #: See AR 3515.2
Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law

Education or Other Legal Code: 5 CCR 4631

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When student complains of sexual harassment

Education or Other Legal Code: 34 CFR 106.44, 106.45

Board Policy/Administrative Regulation #: See AR 5145.7

Subject: Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable

IV. Special Education Notices

n/a

V. Building, Classroom, and Other Notices to Be Posted

Where to Post: In each bathroom and locker room at each school site

Education or Other Legal Code: Education Code 231.6

Board Policy/Administrative Regulation #: See AR 5145.7

Subject: Poster that notifies students of the applicable written policy on sexual harassment required by Education Code 231.5

Where to Post: In all district schools and offices, including staff lounges and student government meeting rooms

Education or Other Legal Code: Education Code 234.1

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Uniform complaint procedures Board policy and administrative regulation

Where to Post : In each classroom in each school

Education or Other Legal Code: Education Code 35186

Board Policy/Administrative Regulation #: See AR/E 1312.4

Subject: Complaints subject to Williams uniform complaint procedures

Where to Post: On or Before July 1, 2026, in a prominent and conspicuous location outside at least one all-gender restroom

Education or Other Legal Code: Education Code 35292.5

Board Policy/Administrative Regulation #: See AR 3517, AR 5145.3

Subject: Signage identifying the bathroom facility as being open to all genders and in conformity with 24 CCR 11B-703, is available during school hours and school functions when students are present, designated point of contact

Where to Post: In any school serving any of grades 3-12, in a prominent and conspicuous location in every restroom required to stock menstrual products,

Education or Other Legal Code: Education Code 35292.6

Board Policy/Administrative Regulation #: See AR 3517

Subject: Requirement to stock and make available free of cost an adequate supply of menstrual products that includes email address and telephone number for a designated individual responsible for maintaining requisite supply of menstrual products

Policy 5145.7: Sexual Harassment

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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.

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 the Eden Area ROP or at an Eden Area ROP-sponsored or Eden Area ROP-related activities, sexual harassment, as defined in the accompanying administrative regulation, targeted at any student.

Additionally, the Board prohibits retaliatory behavior or action against any person who reports, files a complaint, testifies about, assists with, or otherwise supports a complainant in alleging sexual harassment, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1, 221.8; 34 CFR 106.71)

Any employee who receives a report or observes an incident of sexual 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 that the complaint alleging sexual harassment is addressed through Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures or Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures, as applicable. Additionally, the Title IX Coordinator shall ensure that any implementation of Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures concurrently meets the requirements of Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of this policy in the manner specified in the accompanying administrative regulation.

The Superintendent or designee shall ensure that all Eden Area ROP staff are trained regarding this policy, and that employees required to receive training related to their duties under Title IX receive training as specified in Administrative Regulation 4119.11/4219.11/4319.11 – Sexual Harassment. (Government Code 12950.1; 2 CCR 11023, 11024; 34 CFR 106.45)

Instruction/Information

The Superintendent or designee shall ensure that all Eden Area ROP students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual 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 sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the 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 sexual harassment incident will be addressed separately and will not affect the manner in which the sexual 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 sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to the 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 sexual 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 sexual 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 sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of sexual harassment, any student found to have engaged in sexual 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 completion of an investigation of sexual harassment, any employee found to have engaged in sexual 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 Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures, and Eden Area ROP policies and regulations, of all reported cases of sexual harassment to enable the Eden Area ROP to monitor, address, and prevent repetitive harassing behavior at the Eden Area ROP.

Regulation 5145.7: Sexual Harassment

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

Definitions

Sexual harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of one, or a combination of two or more protected characteristics, which include, but may not be limited to, sex; gender; gender identity; gender expression; sexual orientation; sex stereotypes; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status. (Education Code 200, 210.2, 220, 221.51, 230, 260; Government Code 11135; 20 USC 1681-1688)

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.

Any prohibited conduct that occurs off campus or outside of Eden Area ROP-related or Eden Area ROP-sponsored programs or activities will be regarded as sexual harassment in violation of Eden Area ROP policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which the Eden Area ROP exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Title IX Coordinator/Compliance Officer

The Eden Area ROP designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX. The individual shall also serve as the Compliance Officer specified in Administrative Regulation 1312.3 - Uniform Complaint Procedures and Administrative Regulation 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle student complaints alleging unlawful discrimination, as permitted by law. The Title IX Coordinator may be contacted at:

Principal
26316 Hesperian Blvd, Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Notifications

The Superintendent or designee shall notify students and parents/guardians that the Eden Area ROP does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the Eden

Area ROP may be referred to the Eden Area ROP's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The Eden Area ROP shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the Eden Area ROP's Title IX Coordinator. (34 CFR 106.8)

The Superintendent or designee shall ensure that a copy of the Eden Area ROP's sexual harassment policy and regulation:

1. Is included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. 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)
3. 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 sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Is posted, along with the name or title and contact information of the Title IX Coordinator, 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; 34 CFR 106.8)
5. 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)
6. 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 sexual harassment, in an Eden Area ROP program or activity or who has witnessed sexual 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 an incident of sexual 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 sexual 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.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable Eden Area ROP complaint procedures.

All complaints alleging sexual harassment against students in the school setting shall be investigated and resolved in accordance with law and Eden Area ROP procedures. The Eden Area ROP's Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures.

If sexual 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 sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

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

Regulation 5145.71: Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

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 a student, while in an education program or activity in which the Eden Area Regional Occupational Program (Eden Area ROP) exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44).

1. An Eden Area ROP employee conditioning the provision of an Eden Area ROP aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the Eden Area ROP's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

For a complaint governed by Title IX based on conduct that occurred, in whole or in part, between August 1, 2024 and January 9, 2025, or prior to August 14, 2020, the Title IX Coordinator shall consult with Eden Area ROP legal counsel to determine which procedures to use.

All other complaints alleging sexual harassment brought by or on behalf of students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures. The determination over which process shall be used to investigate and resolve a complaint shall be made by the Eden Area ROP's Title IX Coordinator.

The Title IX Coordinator shall ensure that all requirements and timelines for Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures are concurrently met while implementing the Title IX procedure.

Basic Requirements

When implementing Title IX grievance procedures, the Eden Area ROP shall: (34 CFR 106.45)

1. Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process in accordance with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures, as defined in 34 CFR 106.30, against a respondent

Remedies following a determination of responsibility for sexual harassment shall be designed to restore or preserve equal access to the Eden Area ROP's education program or activity, and shall be provided in accordance with "Remedies," below.

2. Require an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and provide that credibility determination may not be based on a person's status as complainant, respondent, or witness
3. Ensure that the Title IX Coordinator, investigator, or decisionmaker, or any person that facilitates an informal resolution process, does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such individuals receive training in accordance with 34 CFR 106.45
4. Presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
5. Include reasonably prompt timeframes for the conclusion of the grievance process, including reasonably prompt timeframes for filing and resolving appeals, and informal resolution processes if appropriate and offered by the Eden Area ROP

The Eden Area ROP's procedures shall also include a process that allows for the temporary delay of the grievance procedures or the limited extension of timeframes for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may

include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

6. Describe the range of, or list, the possible disciplinary sanctions and remedies that the Eden Area ROP may implement following any determination of responsibility
7. State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, and apply the same standard of evidence to formal complaints against students and employees and to all formal complaints of sexual harassment
8. Include the procedures and permissible bases for the complainant and respondent to appeal
9. Describe the range of supportive measures available to complainants and respondents
10. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege

Additionally, the Eden Area ROP shall not disclose the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act statute or regulations, as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX. (34 CFR 106.30, 106.71)

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the Eden Area ROP's Title IX Coordinator using the contact information listed in Administrative Regulation 5145.7 - Sexual Harassment, or to any other available school employee, who shall forward the report to the Title IX Coordinator within one workday of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint shall include the complainant's physical or digital signature, or another indication that the complainant is the person filing the complaint, and be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the Eden Area ROP. (34 CFR 106.30)

If the Eden Area ROP has actual knowledge of sexual harassment or allegations of sexual harassment but the alleged victim does not file a formal complaint, the Title IX Coordinator may file a formal complaint and, in situations when an imminent safety threat exists, shall file a formal complaint. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or even if no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the Eden Area ROP's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Eden Area ROP's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact, changes in work or housing locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The Eden Area ROP shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the Eden Area ROP's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

If a student is the respondent, the Eden Area ROP may remove the student from the Eden Area ROP's education program or activity on an emergency basis, provided that the Eden Area ROP conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. Any such removal may not constitute discipline for student record purposes or Board Policy 5144 – Discipline. Additionally, this authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act 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 shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30. Additionally, the Title IX Coordinator shall dismiss a formal complaint in which the alleged conduct did not occur in the Eden Area ROP's education program or activity or did not occur against a person in the United States. In addition, the Title IX Coordinator may dismiss a formal complaint if the complainant notifies the Eden Area ROP in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the Eden Area ROP, or sufficient circumstances prevent the Eden Area ROP from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal in accordance with the appeal procedures described in the section "Appeals" below. (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

When a formal complaint of sexual harassment is filed the Eden Area ROP may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. (34 CFR 106.45)

The Eden Area ROP shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint, including that the Eden Area ROP shall not require such waiver as a condition of enrollment or employment or continuing enrollment or employment. (34 CFR 106.45)

As part of an informal resolution, the parties may agree upon discipline such as suspension or expulsion without the need for an investigation.

The Eden Area ROP may facilitate an informal resolution process provided that the Eden Area ROP: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations; the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; the right to withdraw from the informal process and resume the formal complaint process at any time prior to agreeing to a resolution; and any consequences resulting from the informal resolution process, including that records will be maintained or could be shared
2. Obtains the parties' voluntary, written 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

Written Notice

If a formal complaint is filed, the Title IX Coordinator 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. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. 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 the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice may also include the name of the investigator, facilitator of an informal process, and decisionmaker and 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.

Consolidation of Complaints

When the allegations of sexual harassment arise out of the same facts or circumstances, the Eden Area ROP may consolidate formal complaints alleging sexual harassment against more than one respondent; by more than one complainant against one or more respondents; or by one party against another party. (34 CFR 106.45)

Investigation Procedures

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, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the Eden Area ROP may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint including evidence that the Eden Area ROP does not intend to rely on in reaching a determination regarding responsibility and inculpatory and exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to conclusion of the investigation
7. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the

determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Written Decision

The Superintendent shall designate an employee as the decisionmaker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decisionmaker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decisionmaker shall issue, and simultaneously provide to both parties, a written decision as to the scope of the respondent's responsibility for the alleged conduct, if any. (34 CFR 106.45)

The written decision shall be issued within 60 business days of the receipt of the complaint.

The Eden Area ROP may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the Eden Area ROP includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the Eden Area ROP's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the Eden Area ROP imposes on the respondent, and whether remedies designed to restore or preserve equal access to the Eden Area ROP's educational program or activity will be provided by the Eden Area ROP to the complainant
6. The Eden Area ROP's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the written decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decisionmaker(s) affected the outcome.

If an appeal is filed, the Eden Area ROP shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decisionmaker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the

same decisionmaker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal shall be filed in writing within 10 business days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 30 business days from the receipt of the appeal.

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.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the Eden Area ROP shall provide remedies to the complainant as appropriate. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The Eden Area ROP may impose disciplinary sanctions or other actions after 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 in accordance with Board Policy and Administrative Regulation 5144.1 – Suspension/Expulsion and Administrative Regulation 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities). (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Conference with parent/guardian
3. Educating the student regarding the impact of the student's 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 sexual harassment or retaliation, the Eden Area ROP shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. record of all reported cases and Title IX investigations of sexual harassment, any determinations of

responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom

2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the Eden Area ROP's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decisionmaker(s), and any person who facilitates an informal resolution process

The Eden Area ROP shall make such training materials publicly available on its website, or if the Eden Area ROP does not maintain a website, 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

Additionally, the Superintendent or designee shall indefinitely maintain a record of insurance which evidences the Eden Area ROP's coverage for acts of sexual assault.

Exhibit 5145.71-E(1): Title IX Sexual Harassment Complaint Procedures

Status: DRAFT

Original Adopted Date: 02/03/2022 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The Eden Area Regional Occupational Program (Eden Area ROP) shall not discriminate on the basis of sex, 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 admission and 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 shall 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 following employee serves as the Eden Area ROP's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Any individual may report sex discrimination, including sexual 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 sexual harassment, the Title IX Coordinator shall 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 sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see Board Policy/Administrative Regulation 5145.7 - Sexual 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 Eden Area ROP's sexual harassment policies and administrative regulations, please contact:

Principal
26316 Hesperian Blvd., Hayward, CA 94545
(510) 293-2904
mmichaud@edenrop.org

Materials used to train the Title IX Coordinator, investigator(s), decisionmakers, and any person(s) who facilitates an informal resolution process are also publicly available at the Eden Area ROP on the Eden Area ROP's website or office upon request.

Policy 5146: Married/Pregnant/Parenting Students

Status: DRAFT

Original Adopted Date: 11/07/2024 | **Last Reviewed Date:** 11/07/2024

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, 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 student's 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 actual or potential pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery. In addition, the Eden Area ROP shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

In accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications, 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)

For Eden Area ROP-related purposes, a student under 18 years of age who enters into a valid marriage is an emancipated minor who 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)

Such rights include, but are not limited to, those related to the verification of student absences as specified in Administrative Regulation 5113 - Absences and Excuses, application for a work permit as specified in Administrative Regulation 5113.2 - Work Permits, and access to student records as specified in Administrative Regulation 5125 - Student Records.

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 students who are pregnant or parenting, 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)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related 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 education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

Absences

Students who are pregnant or parenting may be excused for absences for medical appointments and other purposes specified in Board Policy/Administrative Regulation 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 shall be entitled to parental leave permitted by law. 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. 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 18 years of age or older, or the student's educational rights holder shall notify the Eden Area ROP of the student's intent to take parental leave, although failure to do so does not abridge any of the rights provided to the student under this policy. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015)

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)

Upon return to school, a student who is pregnant or parenting 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 accommodations to enable a student who is pregnant or parenting to access the educational program.

Additionally, a student who is pregnant, experiences a false pregnancy, or terminates a pregnancy, or who must recover from any of these, shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The Eden Area ROP 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)

1. Access to a private and secure room, other than a restroom, 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 actual or potential pregnancy, marital, or parental status: Eden Area ROP noncompliance with the requirements of Education Code 46015 ; or Eden Area ROP noncompliance with the requirement to provide reasonable accommodations for lactating students, shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3-Uniform Complaint Procedures.

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of Eden Area ROP strategies to support married, pregnant, and parenting students, which may include data on student participation in Eden Area ROP programs and services, academic achievement, attendance, graduation rate, and/or student feedback on Eden Area ROP programs and services.

Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 06/07/2024 | **Last Reviewed Date:** 06/07/2024

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. Teachers and other Eden Area ROP staff shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious convictions, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other Eden Area ROP-sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed at the Eden Area ROP. Eden Area ROP-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature.

The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for Eden Area ROP-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

The Eden Area ROP shall not prohibit religious activities if the same or similar non-religious activities are permitted.

When required by law, the Eden Area ROP shall notify parents/guardians that they may, via written request, opt their students out of instruction on the basis of their religious beliefs as specified in the accompanying administrative regulation. Students whose parents/guardians opt them out of such instruction may be offered an alternative activity of similar educational value. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out of such instruction.

Regulation 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 06/07/2024 | **Last Reviewed Date:** 06/07/2024

Staff shall make every effort to schedule one-time events, such as examinations, Eden Area ROP-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths such that no one faith is disproportionately impacted.

Programs and Exhibits

When Eden Area ROP programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The Superintendent or designee shall ensure that Eden Area ROP-sponsored programs are presented in an objective manner, consistent with the accompanying Board policy
2. The Superintendent or designee shall be kept informed of the program's development
3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body, and staff

Opt-Outs

When a parent/guardian submits a written request to opt the parent's/guardian's student out of instruction based on religious beliefs, customs, or practices, the request shall include the following:

1. The specific instructional content of which the student should be opted out
2. The specific religious belief(s), custom(s), and/or practice(s) with which the specific instructional content substantially interferes
3. How the specific instructional content substantially interferes with the specific religious belief(s), custom(s), and/or practice(s), including any grade level or individual student characteristics relevant to the opt-out request

As necessary, the Superintendent or designee may work with Eden Area ROP legal counsel to evaluate each opt-out request and determine whether it shall be granted.

Bylaw 9011: Disclosure Of Confidential/Privileged Information

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties.

Disclosure of Closed Session Information

A Board member shall not disclose confidential information to any person, except as authorized by law, this Bylaw or other Board bylaws or policies, or the Board.

Confidential information means any information that is prohibited from disclosure by law, this Bylaw or other Board bylaws or policies, or by the Board at the time disclosed and is not a public record subject to disclosure under the California Public Records Act (CPRA). Confidential information includes, but is not limited to, any of the following:

1. Information acquired by being present in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session (Government Code 54963)
2. Information acquired in anticipation of a closed session, or as follow-up to a closed session, that is specifically related to the basis for the Board to meet lawfully in closed session
3. Information contained in communications provided to Board members from the Eden Area ROP's attorney
4. Information deemed confidential by the Board

Confidential information does not include information that is already publicly disclosed, provided that the initial disclosure did not violate law, this Bylaw, or other Board bylaws or policies.

It is a misdemeanor for any Board member to willfully and knowingly use or disclose for pecuniary gain any information acquired in the course of the Board member's official duties where all of the following conditions are met: (Government Code 1098)

1. The information is not a public record subject to disclosure under the CPRA
2. The information is prohibited from disclosure by law, this Bylaw, or other Board bylaws or policies
3. The information will have, or could reasonably be expected to have, a material financial effect on the Board member if used or disclosed

If a Board member threatens to disclose or does disclose confidential information, the Board may pursue or enact one or more of the following actions as it deems appropriate: (Government Code 54963)

1. Injunctive relief to prevent disclosure
2. Referral to the grand jury
3. Censure or other disciplinary action, provided the Board member has received training or been informed of the requirements of this Bylaw

However, the Board shall not take any action against a Board member for disclosing confidential information, nor shall the disclosure be considered a violation of this Bylaw, when the Board member does any of the following: (Government Code 1098, 54963)

1. Makes a confidential inquiry or complaint to an Eden Area Regional Occupational Program (Eden Area ROP) attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session
2. Expresses an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action
3. Discloses information to law enforcement officials or to the joint legislative audit committee when reporting

on improper governmental activities in accordance with law

Bylaw 9150: Student Board Members

Status: DRAFT

Original Adopted Date: Pending

In order to enhance communication and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in the Eden Area Regional Occupational Program's (Eden Area ROP's) governance.

Credit, Compensation, and Liability

The student Board member(s) ~~shall~~ may receive elective course credit for service as a student Board member based on the number of equivalent daily instructional minutes for the student Board member's services provided. (Education Code 35120)

The student Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive monetary compensation for attendance at Board meetings. (Education Code 35012)

A student Board member is not liable for any acts of the Board. (Education Code 35012)

Student Board Member Positions Based on Board Authority

There shall be 2 student Board member position(s) on the Board. One from the AM session and one from the PM session. (Education Code 35160)

Student Board Member Eligibility, Selection, and Term

Each student Board member shall be enrolled in an on-site Eden Area ROP high school program and shall be selected by application process, a vote of the applicable student body, and interview process. (Education Code 35012)

To be eligible, the student shall be an Eden Area ROP Student Ambassador during their junior year and be a returning second year student for their year of service. The term of the student Board member(s) shall be one year, commencing each July 1. The Board may adjust the term of a student Board member only if a vacancy occurs or to provide more students with an opportunity to serve on the Board. (Education Code 35012)

Role and Responsibilities of Student Board Members

The student Board member(s) shall have the right to attend all Board meetings except closed sessions. (Education Code 35012)

The student Board member(s) shall also be invited to attend staff briefings, or be provided with a separate staff briefing, within the same timeframe as the briefing of other Board members. Additionally, the student Board member(s) shall receive all materials given to Board members between meetings, except for materials that pertain to closed session items, at the same time they are presented to other Board members. (Education Code 35012)

The student Board member(s) shall be recognized at Board meetings as full member(s), shall be seated with other members of the Board, and shall be allowed to participate in questioning witnesses and discussing issues. (Education Code 35012)

The student Board member(s) shall be allowed to cast preferential votes on all matters except those subject to closed session discussion. *Preferential voting* means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. Preferential votes shall not affect the final numerical outcome of a vote. (Education Code 35012)

The student Board member(s) shall not be considered members of the Board for purposes of the Brown Act. (Education Code 35012)

The student Board member(s) shall not be counted in determining the vote required to carry any measure before the Board or whether a quorum is in attendance at a Board meeting.

The student Board member(s) shall be invited to attend functions of the Board, such as forums, meetings with students and parents/guardians, and other general assemblies. (Education Code 35012)

The student Board member(s) may provide input for Board deliberations, strengthen communication between the Board and the student body, represent the student body and their individual opinion, and suggest items for the agenda.

Student Board Member Training

The Superintendent or designee may, at the Eden Area ROP's expense, provide learning opportunities to the student Board member(s) through trainings, workshops, and conferences, such as those offered by the California School Boards Association and other organizations, to enhance their knowledge, understanding, and performance of leadership skills and their Board responsibilities.

The Superintendent or designee may periodically provide information to student Board member candidates to give them an understanding of the position. Once selected, the incoming student Board member(s) shall be provided an orientation designed to build knowledge of the Eden Area ROP and an understanding of the responsibilities and expectations of the position.

Alternate Student Board Member

If the Board determines that a student Board member is not fulfilling the duties of the position, the Board may appoint another student to serve out the term of the student Board member. If an alternate student Board member is appointed, the Board shall suspend the prior student Board member's rights and privileges related to service on the Board. (Education Code 35012)

Elimination of Student Board Member Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)



DATE: October 2, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Student Board Member Process

BACKGROUND

Student voices are vital in shaping educational policies and decisions that impact their academic and personal growth. Some of our partner districts have successfully implemented student board member positions, which provide students with a platform to share their perspectives, ideas, and concerns. These positions foster a collaborative environment and ensure that student needs and aspirations are central to decision-making processes.

CURRENT SITUATION

On September 4, 2025, the Governing Board received information regarding a proposed Student Board Member process. Establishing this role would ensure consistent, meaningful student participation at the governance level. The process has been designed to align with best practices and the Eden Area ROP's commitment to inclusivity, equity, and student-centered governance. The proposal is now being brought forward for approval.

RECOMMENDATION

It is recommended that the Governing Board approve the Student Board Member process.

Purpose:

- To incorporate student voice, engagement, and leadership as a part of the Eden Area ROP (EAROP) Governing Board, ensuring student voices are heard and represented in decisions that directly impact their education and experience at the EAROP.

Objective:

- Recruit and select two student Board representatives to serve as a part of the Governing Board for the 25-26 school year.
- Identify the responsibilities and commitments of the student Board representatives.

Process Year 1:

- Student Board members will be selected from EAROP Student Ambassadors.
- Each AM/PM Ambassador group will nominate 2 students, 1 candidate and 1 alternate.
- EAROP Student Ambassadors will nominate 12th grade Ambassadors to serve during their 12th grade year. They may nominate themselves if they are eligible.
- Student Board members must be 2nd year 12th graders who are participating in an on-site EAROP high school program.
- Nominees will submit an application package to the principal.
- The principal will convene an interview panel with one administrator, one certificated instructor and one classified staff member.
- Selected nominees will be forwarded to the Board for approval.
- Both Nominees will be expected to attend all Board meetings.

Timeline	Activities
August 2025	<ul style="list-style-type: none"> Share Board Bylaw and process with Cabinet and Leadership
September 2025	<ul style="list-style-type: none"> Share draft Board Bylaw and process with the Board Share with Public Relations & Student Activities Specialist for feedback <p>Create materials</p> <ul style="list-style-type: none"> Create nomination form Create application Create interview questions
October 2025	<ul style="list-style-type: none"> Bring Board Bylaw and process to Board for approval Once approved, begin selection process

October 2025	<p>Nominations</p> <ul style="list-style-type: none"> • Present to AM/PM Ambassadors 5-minutes • AM/PM Ambassadors make nominations by October 10 • AM/PM Ambassadors vote by October 17 <p>Application notification</p> <ul style="list-style-type: none"> • Send all students who have been nominated application materials by October 24 • Send all students who have been nominated information about the dates of interviews with information about the application review by October 24
November 2025	<p>All applications reviewed and interview notification</p> <ul style="list-style-type: none"> • Applications are due by November 7 and are reviewed by administrator supervising process • Only applications that are incomplete will not move on to interviews • All students who have completed applications will be notified of interview by November 14 <p>Interviews</p> <ul style="list-style-type: none"> • 30-minute interviews conducted by November 21
December 2025	<ul style="list-style-type: none"> • Selected students are forwarded to Superintendent to present to the Board at the December meeting for approval
December 2025	<ul style="list-style-type: none"> • Student Board member selection, notification, and announcement over speaker
January 2026	<p>Student Board member orientation with superintendent and Board president</p> <ul style="list-style-type: none"> • During school day, superintendent and Board president meet with two student ambassadors. They give (overview of Board meetings, how they run, typical processes, etc.) <p>Student receives a Board meeting binder (agenda samples, glossary, expectations, etc.)</p>
February 2026	<p>First Board meeting student Board members attend</p> <ul style="list-style-type: none"> • February Board workshop • February Board meeting • Announcement of the students as student Board members

Before Last Board Meeting	<ul style="list-style-type: none"> Meeting with superintendent (or other administrator) about feedback and reflections on the process and experience
Last Board Meeting	<ul style="list-style-type: none"> Celebration for the student Board members completing the year of service with certificate / opportunity to share about their experience

Requirements for student Board member nominees:

- Current junior (rising senior)
- EAROP Student Ambassador during their junior year
- Returning to EAROP
- Able to commit to every Board meeting for the duration of the school year
- Able to commit to once-a-month meetings prior to Board meetings with superintendent or administrator
- Exhibits Core Values
- Demonstrate ability to take on the responsibilities as reflected in their grades, attendance, and engagement

Responsibilities of student Board members:

- Attend Board meetings as scheduled (Student Board Members may attend remotely as needed to accommodate their school schedules)
- Present student perspectives on agenda items
- Maintain professionalism and confidentiality
- Commitments (4 total Board meetings and once per month check in with superintendent or administrator)

Support of student Board members:

- Superintendent and Board president orientation after selected
- Monthly pre-meetings before Board meetings with superintendent (or assigned administrator) about Board agenda items to support student input
- Board binder with (agenda samples, glossary, expectations, etc.)

Process Year 2 and Subsequent Years:

- Student Board members will be selected from EAROP Student Ambassadors.
- Each AM/PM Ambassador group will nominate 2 students, 1 candidate and 1 alternate.
- EAROP Student Ambassadors will nominate themselves or other 11th grade Ambassadors to serve during their 12th grade year.
- Student Board members must be 2nd year 12th graders who are participating in an on-site EAROP high school program.
- Nominees will submit an application package to the principal.
- The principal will convene an interview panel with one administrator, one certificated instructor and one classified staff member.
- Selected nominees will be forwarded to the Board for approval.

- Both nominees will be expected to attend all Board meetings.

Timeline	Activities
January	<p>Nominations</p> <ul style="list-style-type: none"> • Present to AM/PM Ambassadors 5-minutes • AM/PM Ambassadors make nominations • AM/PM Ambassadors vote <p>Application notification</p> <ul style="list-style-type: none"> • Send all students who have been nominated application materials • Send all students who have been nominated information about the dates of interviews with information about the application review
February	<p>All applications reviewed and interview notification</p> <ul style="list-style-type: none"> • Applications are due by February 15 and are reviewed by administrator supervising process • Only applications that are incomplete will not move on to interviews • All students who have completed applications will be notified of interview <p>Interviews</p> <ul style="list-style-type: none"> • 30-minute interviews conducted by March 1
March	<ul style="list-style-type: none"> • Selected students are forwarded to Superintendent to present to the Board at the April Board meeting for approval
April	<ul style="list-style-type: none"> • Student Board member selection, notification, and announcement over speaker
May	<p>Student Board member orientation with superintendent and Board president</p> <ul style="list-style-type: none"> • During school day, superintendent and Board president meet with two student ambassadors. They give (overview of Board meetings, how they run, typical processes, etc.) <p>Student receives a Board meeting binder (agenda samples, glossary, expectations, etc.)</p>

August	<p>First Board meeting student Board members attend</p> <ul style="list-style-type: none"> • August Board meeting • Announcement of the students as student Board members
Before Last Board Meeting	<ul style="list-style-type: none"> • Meeting with superintendent (or other administrator) about feedback and reflections on the process and experience
Last Board Meeting	<ul style="list-style-type: none"> • Celebration for the student Board members completing the year of service with certificate / opportunity to share about their experience

COMMUNICATION



Alameda County Office of Education

Alysse Castro, Superintendent

September 12, 2025

Blaine Torpey, Superintendent
Members of the Board of Education
Eden Area ROP (EAROP) via email

APPROVAL of 2025-26 Adopted Budget

Dear Superintendent Torpey and Members of the Board,

EAROP's Adopted Budget is approved. ACOE's review of the EAROP's 2025-26 Adopted Budget and Multiyear Budget Projection shows that the EAROP complies with the approval criteria per Education Code Section 42127.

We appreciate the continued hard work and commitment of the ROP staff, the Board, and the community. Please contact us with any questions or concerns.

In community,

Alysse Castro
Alameda County Superintendent of Schools

Cc Anthony Oum, Fiscal Services Administrator, Eden Area ROP
Allan Garde, Associate Superintendent of Business Services, ACOE
Shirene Moreira, Chief of District Business & Advisory Services, ACOE
Joan Laursen, Executive Director, District Business & Advisory Services, ACOE
Jennifer Stevens, Director I, District Advisory Services, ACOE