



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Friday, June 7, 2024
5:45 pm

GOVERNING BOARD MEMBERS

James Aguilar, President

Penny Peck, Vice-President

Gary Howard, Member

Peter Bufete, Member

San Leandro Unified School District

San Lorenzo Unified School District

Castro Valley Unified School District

Hayward Unified School District

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Friday, June 7, 2024
Time: 5:45 p.m.
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545
Virtual via Zoom: <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09>

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09> to at the noticed meeting time.

Meeting ID: **993 9797 8944**

Passcode: **EAROP23**

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

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-6833**, then enter ID **993 9797 8944**, then press "#". Passcode: **8908035**

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

Public Comment Instructions:

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

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

AGENDA

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

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

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

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Core Values

VI. Approval of Agenda

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

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

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

Public Comments:

When it is time for the speakers to address the Board, your name will be called and you will then be unmuted (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments. With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

Public Comment if attending meeting in person:

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

Once called on, speakers are requested to go to the podium and begin by stating their name.

Public Comment if attending meeting via Zoom:

Individuals who would like to address the Board via Zoom must use the "Raise Hand" feature under the "Participants." Speakers via Zoom should rename their Zoom profile names to their real names to expedite this process. After the comment, the microphone for the speaker's Zoom profile will be muted.

VIII. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 2, 2024 (pages 6-13)
- B. Request the Governing Board to approve the Bill Warrants (pages 14-20)
- C. Request the Governing Board to approve the Personnel Action Items (pages 21-23)

- D. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Board Bylaws & Exhibits (pages 24-95)
- E. Request the Governing Board to approve the Amended Agreement with Cheryl Gixti for Workability Grant Support for the 2023-2024 School Year (pages 96-101)
- F. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2024-2025 School Year (pages 102-108)
- G. Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2024-2025 School Year (pages 109-115)
- H. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2024-2025 School Year (pages 116-122)
- I. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2024-2025 School Year (pages 123-125)
- J. Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2024-2025 School Year (pages 126-134)
- K. 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 2024-2025 School Year (pages 135-145)
- L. Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2024-2025 School Year (pages 146-152)
- M. Request the Governing Board approve the Subaward Agreement Amendment with California State University East Bay for the Bay Area K-16 Collaborative for the 2024-2025 and 2025-2026 School Years (pages 153-165)
- N. Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2024-2025 School Year (pages 166-171)
- O. Request the Governing Board to approve the MOU with the Bureau of Automotive Repair (BAR) for the 2024-2025 School Year (pages 172-175)

IX. Information Items

- A. DECA Update (page 176)
- B. Recognition of Staff of the Year (page 177)
- C. The Superintendent's Evaluation Timeline (pages 178-179)

X. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2024-2025 Fiscal Year

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2024-2025 Fiscal Year (page 180)
- B. Request the Governing Board to approve the 2024-2025 High School Student Calendar (pages 181-182)

- C. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2024-2025 School Year (pages 183-187)
- D. Request the Governing Board to approve the Elimination of the Registered Dental Assisting Program Coordinator Position (page 188)
- E. Request the Governing Board to approve the Revised Job Descriptions for the TOSA-Pathway Coordinator, Medical Careers Instructor and Public Relations & Student Activities Specialist (pages 189-206)
- F. Request the Governing Board to approve the Zero Emission Vehicle Instructor Position and Job Description (pages 207-210)
- G. Request the Governing Board to approve the Revised Salary Schedule (Chart 1) (pages 211-213)
- H. Request the Governing Board to approve the Agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 School Years (pages 214-296)
- I. Request the Governing Board to approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2024-2025 School Year (pages 297-303)

XI. Superintendent's Report

XII. Governing Board Reports

XIII. 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)
- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent
- C. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)
- D. Public Employee Appointment/Employment (Pursuant Government Code section 54957):
Superintendent's Contract
- E. Conference with Labor Negotiators, (Pursuant to Government Code Section 54957.6)
Agency Representative: James Aguilar, Board President
Unrepresented Employee: Blaine Torpey, Superintendent

XIV. 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)
- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent
- C. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)
- D. Public Employee Appointment/Employment (Pursuant Government Code section 54957):
Superintendent's Contract
- E. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
Agency Representative: James Aguilar, Board President
Unrepresented Employee: Blaine Torpey, Superintendent

XV. Action Items

- J. Request the Governing Board to approve the First Amendment to the Superintendent's Employment Agreement (pages 304-305)

XVI. Adjournment

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board May 2, 2024

I. Call to Order

James Aguilar, Board President, called the meeting to order at 5:45 p.m. on Thursday, May 2, 2024 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

James Aguilar, President	San Leandro USD
Penny Peck, Vice President	San Lorenzo USD
Sara Raymond, Alternate	Castro Valley USD

Eden Area ROP Governing Board Members Absent:

Gary Howard, Member	Castro Valley USD
Peter Bufete, Member	Hayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

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

Michelle Stephens read the Eden Area ROP mission statement.

V. Core Values

Blaine Torpey read the Eden Area ROP core values.

VI. Approval of Agenda

Trustee Sara Raymond moved to approve the agenda. Trustee Penny Peck seconded the motion. By the following vote, the agenda was approved:

AYES:	3 (Aguilar, Peck, Raymond)
NOES:	0
ABSTENTIONS:	0
ABSENT:	2 (Howard, Bufete)

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

None.

VIII. Consent Calendar

Trustee Penny Peck moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of April 11, 2024
- B. Bill Warrants
- C. Personnel Action Items
- D. Revised Salary Schedule (Chart 1)
- E. Agreement with Del Conte's Landscaping, Inc. for Landscape Maintenance Services for the 2024-2025 School Year
- F. Lease Agreement with Pitney Bowes for Postal Meter Rental and Postal Services for 2024-2025 through 2028-2029 School Years
- G. Agreement with Premier Commercial Cleaning Solutions (PCCS) for Janitorial Services for the 2024-2025 School Year

Trustee Sara Raymond seconded the motion.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

IX. Information Items

A. SkillsUSA Update

Manuschka Michaud, Principal, provided the Board with an update regarding the State SkillsUSA competition, held in Ontario, CA from April 4 through April 7. SkillsUSA allows students to showcase what they have learned in a competition against other students across the State. Ms. Michaud shared that in order for students to participate at the State level competitions, students needed to compete at the regional level. Sixty-two Eden Area ROP students moved forward to compete in the State SkillsUSA competition. Ms. Michaud shared a video of students in action at the competition. Students competed in Construction, Cybersecurity, First Responders, Welding, Medical Careers, Careers in Law, and Auto Collision and Refinishing. She noted that students who placed will have the opportunity to compete at the national level.

B. First Reading of Governing Board Policies, Administrative Regulations, Board Bylaws & Exhibits

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

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

NUMBER	TYPE	TITLE	STATUS
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise

0470	BP	COVID-19 Mitigation Plan	Rescind
3516	BP	Emergencies and Disaster Preparedness Plan	Revise
3516	AR	Emergencies and Disaster Preparedness Plan	Revise
4111/4211/4311	BP	Recruitment and Selection	Revise
4112.5/4212.5/4312.5	AR	Criminal Record Check	Revise
4112.5/4212.5/4312.5	E1	Criminal Record Check	Revise
4118	BP	Dismissal/Suspension/Disciplinary Action	Revise
4118	AR	Dismissal/Suspension/Disciplinary Action	Revise
4218	BP	Dismissal/Suspension/Disciplinary Action	Revise
4218	AR	Dismissal/Suspension/Disciplinary Action	Revise
4157/4257/4357	BP	Employee Safety	Revise
4157/4257/4357	AR	Employee Safety	Revise
4157.1/4257.1/4357.1	AR	Work-Related Injuries	Revise
5126	BP	Awards for Achievement	Revise
5141.21	BP	Administering Medication and Monitoring Health Conditions	Revise
5141.21	AR	Administering Medication and Monitoring Health Conditions	Revise
5144	BP	Discipline	Revise
5144	AR	Discipline	Revise
6115	BP	Ceremonies and Observances	Revise
6115	AR	Ceremonies and Observances	Revise
6141.2	BP	Recognition of Religious Beliefs and Customs	Revise
6141.2	AR	Recognition of Religious Beliefs and Customs	Revise
9320	BB	Meetings and Notices	Revise
9323.2	BB	Actions by the Board	Revise
9323.2	E1	Actions by the Board	Revise

Trustee Penny Peck inquired about the title of the proposed holiday in Administrative Regulation (AR) 6115: Ceremonies and Observances, specifically whether it should be named Native American Day or Indigenous Peoples' Day. She supported the addition of the holiday but emphasized the importance of the correct title. Superintendent Torpey agreed to consult with stakeholders to finalize the name.

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

X. Action Items

A. Request the Governing Board to approve the Adoption of Resolution 8-23/24: Day of the Teacher

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Sara Raymond the Governing Board approved the adoption of Resolution 8-23/24: Day of the Teacher.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

B. Request the Governing Board to approve the Adoption of Resolution 9-23/24: Classified Employees' Week

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Penny Peck the Governing Board approved the adoption of Resolution 9-23/24: Classified Employees' Week.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

C. Request the Governing Board to approve the Adoption of Resolution 10-23/24: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Sara Raymond the Governing Board approved the adoption of Resolution 10-23/24: Temporary Borrowing Between Funds .

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

D. Request the Governing Board to approve the Adoption of Resolution 11-23/24: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Penny Peck the Governing Board approved the adoption of Resolution 11-23/24: Year End Budget Transfers of Funds.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

**E. Request the Governing Board to approve the Adoption of Resolution 12-23/24:
Authority to Sign Contracts for the 2024-2025 Fiscal Year**

Resolution 12-23/24: Authority to Sign Contracts for the 2024-2025 Fiscal Year was presented for Board approval. Although initially listed under the 2023-2024 fiscal year on the agenda, the cover sheet and resolution correctly specified 2024-2025. The Board acknowledged the correction and proceeded with the motion using the amended language.

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Sara Raymond the Governing Board approved the adoption of Resolution 12-23/24: Authority to Sign Contracts for the 2024-2025 Fiscal Year.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

**F. Request the Governing Board to approve the Adoption of Resolution 13-23/24:
Delegation of Powers to Agents for the 2024-2025 Fiscal Year**

Resolution 13-23/24: Delegation of Powers to Agents for the 2024-2025 Fiscal Year was presented for Board approval. Although initially listed under the 2023-2024 fiscal year on the agenda, the cover sheet and resolution correctly specified 2024-2025. The Board acknowledged the correction and proceeded with the motion using the amended language.

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Sara Raymond the Governing Board approved the adoption of Resolution 13-23/24: Delegation of Powers to Agents for the 2024-2025 Fiscal Year.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

**G. Request the Governing Board to approve the Adoption of Resolution 14-23/24:
Retirement: Linda Granger**

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Sara Raymond the Governing Board approved the adoption of Resolution 14-23/24: Retirement: Linda Granger.

AYES: 3 (Aguilar, Peck, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

**H. Request the Governing Board to approve the Agreement with Cheryl Gixti for
Workability Grant Support for the 2023-2024 School Year**

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Sara Raymond the Governing Board approved the agreement with Cheryl Gixti for Workability grant support for the 2023-2024 school year.

AYES: 3 (Aguilar, Peck, Raymond)

NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Howard, Bufete)

XI. Communications

A. Letter from the Alameda County Office of Education regarding the Second Interim

A letter from ACOE was received acknowledging the positive certification of the second interim.

XII. Superintendent's Report

Blaine Torpey, Superintendent, expressed appreciation to Kathrina Miranda, Business Engagement Specialist, for organizing Eden Area ROP's participation in the 7th Annual International Women's Day event. The event, hosted by Mills College at Northeastern University, involved the Eden Area ROP's business pathway team and students pitching business ideas supporting gender equality, participating in a campus tour, and hearing from inspiring speakers. The Marketing and Entrepreneurship students and instructors participated enthusiastically.

He highlighted the impressive achievements at the SkillsUSA competition. The students and staff performed exceptionally well, with the following students earning top honors:

Gold Medalists (advancing to Nationals in Atlanta, GA):

- Auto Painting and Refinishing: Isaac Morales
- Auto Collision Repair: Cassandra Hernandez
- Damage Appraisals: Anthony Osegueda

Silver Medalists:

- Firefighting: Easton May-Fanine
- Auto Painting and Refinishing: Luis Ruiz-Baltazar
- Auto Collision Repair: Amanda Ramos

Bronze Medalists:

- Medical Assisting: Fatima Lopez-Martinez
- Auto Painting and Refinishing: Guillermo Ferretiz-Lopez
- Auto Collision Repair: Richard Oyarzo

Superintendent Torpey noted his participation in the HPN Education City Panel during the California Promise Neighborhood Network Convening at CSUEB. The event brought together Promise Neighborhoods from across California to discuss program strengths, challenges, and best practices. The day was inspiring, highlighting collaborative efforts to address inequities in access and mobility throughout the state.

Superintendent Torpey highlighted Eden Area ROP's support for partner districts in organizing and facilitating the Spring Advisory meetings. The sessions saw an excellent turnout and productive dialogues, where industry partners and teachers collaborated to identify growth areas and strategize the utilization of Perkins funding to address the needs of special populations.

Superintendent Torpey shared his participation in a breakout session at the Advanced Manufacturing Bay Area Annual Conference. He co-presented with another school on the benefits of businesses and industries hosting high school students at their sites. The timing of the presentation was opportune, coinciding with a discussion on labor market demands. Together, they showcased various methods for engaging young individuals to establish and implement workforce pipelines, offering valuable insights to conference participants.

Superintendent Torpey provided an achievement under each of his goals.

Goal 1: Strengthen EAROP Culture, Climate and Communication

- **Strategic Partnerships:** Participated in California Promise Neighborhood Network Convening and member of Education City Panel Presentation, presented at AMBayArea, met with Eden Medical Center for proposed strategic partnership.

Goal 2: Enhance High Quality CTE Programming and Systems to Support All Students

- **Student Support:** Student Training and Employment Program (STEP) Forward program implementation. Two batches of students enrolled in Department of Rehabilitation (DOR), participating in Workforce Readiness Seminars, and establishing parameters for internship placements.

Goal 3: Guide and Support the Development of EAROP Staff

- **Recruit, Hire and Retain:** Work-Based Learning Specialist hired, Workforce Readiness Coordinator hired, Assistant Principals hired.

Goal 4: Fiscal, Resource, and Operational Leadership

- **Fiscal Stability:** Waiting for notification on 3 California Apprenticeship Innovation applications, 3 Golden State Pathways Program applications, and the Middle College Grant. For 2024-2025, the Eden Area ROP could potentially be managing 13 different grants.

Superintendent Torpey concluded his report by introducing Michelle Stephens, the new Assistant Principal of Educational Services. Mrs. Stephens expressed profound gratitude to the Board, Superintendent Torpey, Principal Michaud, and the administrative team for the opportunity to serve. With 22 years of experience in Career Technical Education, including roles at several high schools and within the Eden Area ROP, Mrs. Stephens highlighted her journey and dedication to the community. She emphasized her commitment to continuing the excellence of Career Technical Education in the region. Mrs. Stephens also acknowledged the support of her family, including her husband, daughter and mother, who joined the meeting online.

XIII. Governing Board Reports

None

XIV. Future Meeting Dates

A. Upcoming Eden Area ROP Governing Board Meeting Dates

Blaine Torpey, Superintendent, shared the upcoming board meetings dates through June 2024.

XV. Recess to Closed Session

The meeting was called into closed session at 6:40 p.m.

- A. Conference with Legal Counsel-Anticipated Litigation
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)**
- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent**

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

The meeting resumed to open session at 6:49 p.m.

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

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

- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent**

Board President, James Aguilar, reported that the Superintendent's evaluation was discussed.

XVII. Adjournment

The meeting was adjourned at 6:51 p.m. in memory of Bernice Atkins, the grandmother of Eden Area ROP Sports Medicine Instructor, Ezenwanyi Precious Osakwe.

Approved by the Eden Area ROP Governing Board _____.

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



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

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 19, 2024 through May 22, 2024 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



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

CURRENT SITUATION

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

CONSENT CALENDAR

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, 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, exhibits and board bylaws listed below have been updated based on the feedback and discussion at the May 2, 2024 Governing Board meeting.

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

NUMBER	TYPE	TITLE	STATUS
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise
0470	BP	COVID-19 Mitigation Plan	Rescind
3516	BP	Emergencies and Disaster Preparedness Plan	Revise
3516	AR	Emergencies and Disaster Preparedness Plan	Revise
4111/4211/4311	BP	Recruitment and Selection	Revise
4112.5/4212.5/4312.5	AR	Criminal Record Check	Revise
4112.5/4212.5/4312.5	E1	Criminal Record Check	Revise
4118	BP	Dismissal/Suspension/Disciplinary Action	Revise
4118	AR	Dismissal/Suspension/Disciplinary Action	Revise
4218	BP	Dismissal/Suspension/Disciplinary Action	Revise
4218	AR	Dismissal/Suspension/Disciplinary Action	Revise
4157/4257/4357	BP	Employee Safety	Revise
4157/4257/4357	AR	Employee Safety	Revise
4157.1/4257.1/4357.1	AR	Work-Related Injuries	Revise
5126	BP	Awards for Achievement	Revise

5141.21	BP	Administering Medication and Monitoring Health Conditions	Revise
5141.21	AR	Administering Medication and Monitoring Health Conditions	Revise
5144	BP	Discipline	Revise
5144	AR	Discipline	Revise
6115	BP	Ceremonies and Observances	Revise
6115	AR	Ceremonies and Observances	Revise
6141.2	BP	Recognition of Religious Beliefs and Customs	Revise
6141.2	AR	Recognition of Religious Beliefs and Customs	Revise
9320	BB	Meetings and Notices	Revise
9323.2	BB	Actions by the Board	Revise
9323.2	E1	Actions by the Board	Revise

CONSENT CALENDAR

Policy 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 03/02/2023 | **Last Reviewed Date:** 03/02/2023

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 student conduct, responsible behavior, and respect for others.

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

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

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

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 comprehensive safety plan that include tactical responses to criminal incidents need not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans 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:** 03/02/2023 | **Last Reviewed Date:** 03/02/2023

Content of the Comprehensive Safety Plan

Each comprehensive safety plan 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 and expulsion 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 in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
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, expulsion, or mandatory expulsion recommendations
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. 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.
11. 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
12. Hate crime reporting procedures

Among the strategies for providing a safe environment, the school safety plan 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 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 comprehensive safety plan

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

Policy 0470: COVID-19 Mitigation Plan

Status: DRAFT

Original Adopted Date: 08/06/2020 | Last Revised Date: 12/09/2021

The following policy establishes actions that will be taken by the Eden Area Regional Occupational Program (Eden Area ROP) to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing Eden Area ROP policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting Eden Area ROP operations are subject to change without notice. In the event that any federal or state law and/or order or local order may conflict with this policy, the law or order shall govern.

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

To limit the impact of the pandemic on the education of Eden Area ROP students, the Eden Area ROP shall implement learning recovery, social-emotional support, and other measures and strategies designed to keep students learning and engaged in the instructional program.

COVID-19 Safety Plan

The Superintendent or designee shall establish, implement, and maintain a COVID-19 safety plan that complies with any mandatory public health guidance of the California Department of Public Health (CDPH), the COVID-19 prevention program ("CPP") consistent with the regulations of the California Division of Occupational Safety and Health, any orders of state or local health authorities, and any other applicable law and/or health order(s). The Superintendent or designee shall ensure, at a minimum, that the COVID-19 safety plan complies with all mandatory guidance and gives priority to recommended practices that are identified as being particularly effective at COVID-19 mitigation. The Superintendent or designee shall regularly review public health guidance to ensure that the district's COVID-19 mitigation strategies are current with public health mandates or recommendations.

The Eden Area ROP's COVID-19 safety plan shall be posted on the Eden Area ROP's web site.

Reporting to the Public Health Department

Upon learning that a school employee or student who has tested positive for COVID-19 was present on campus while infectious, the Superintendent or designee shall immediately, and in no case later than 24 hours after learning of the positive case, notify the local health officer or the local health officer's representative about the positive case. The notification shall be made even if the individual who tested positive has not provided prior consent to the disclosure of personally identifiable information and shall include all of the following information, if known: (Education Code 32090)

1. Identifying information of the individual who tested positive, including full name, address, telephone number, and date of birth
2. The date of the positive test, the school(s) at which the individual was present, and the date the individual was last onsite at the school(s)
3. The name, address, and telephone number of the person making the report

If a school has two or more outbreaks of COVID-19 and is subject to a safety review by CDPH pursuant to Education Code 32090, the Superintendent or designee shall cooperate fully with the review.

Stakeholder Engagement and Community Relations

The Eden Area ROP shall solicit input from stakeholders on how to best support students following the learning disruptions of the pandemic through appropriate methods, which may include surveys, community and family meetings, and other methods identified by the Superintendent or designee.

The Superintendent or designee shall collaborate with local health authorities to ensure that parents/guardians are provided with the information needed to ensure that public health guidance is observed in the home as well as in school, such as information about isolation and quarantine requirements, face mask requirements, symptom checks

prior to school attendance, and who to contact when students have symptoms and/or were exposed.

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding community transmission levels, Eden Area ROP operations, school schedules, and steps the Eden Area ROP is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

The Eden Area ROP shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that Eden Area ROP operations reflect current recommendations and best practices for COVID-19 mitigation strategies. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or is subject to a quarantine order to stay home in accordance with state and local health orders.

The Superintendent or designee shall ensure continuity of instruction for students who may be under a quarantine order to stay home, by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff except as allowed by law. (Education Code 49450)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on their medical condition or COVID status, exposure, or high-risk status.

Policy 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 03/05/2020

The Governing Board recognizes that all Eden Area ROP staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The Eden Area ROP shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on Eden Area ROP students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals 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. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve Eden Area ROP staff at all levels, including administrators, security officers, facilities managers, counselors, teachers, and classified employees. As appropriate, the Superintendent shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the Eden Area ROP may deem necessary to meet the community's needs. (Education Code 32282)

Eden Area ROP employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: DRAFT

Original Adopted Date: 03/05/2020

The Superintendent or designee shall ensure that Eden Area ROP and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak
8. Attack or threat of attack to the district's digital network and technology infrastructure

The Superintendent or designee shall ensure that the Eden Area ROP's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Routine monitoring of the security of the district's digital network and technology infrastructure
3. Instruction for Eden Area ROP staff and students regarding emergency plans, including:
 - a. Regular practice of emergency procedures by students and staff
4. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the Eden Area ROP
 - b. Individuals responsible for specific duties
 - c. Designation of the Director for the overall control and supervision of activities at each school during an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Assignment of responsibility for identification of injured persons and administration of first aid
5. Personal safety and security, including:
 - a. Identification of areas of responsibility for the supervision of students
 - b. Procedures for the evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible
 - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety
 - e. Provision of a first aid kit to each classroom
 - f. Arrangements for students and staff with special needs
 - g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and

sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

6. Closure of schools, including an analysis of:

- a. The impact on student learning and methods to ensure continuity of instruction
- b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

7. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

- a. The Superintendent or Governing Board President
- b. Development and testing of communication platforms, such as hotlines, telephone trees, websites, social media, and electronic notifications
- c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
- d. Distribution of information about Eden Area ROP emergency procedures to staff, students, and parents/guardians

8. Cooperation with other state and local agencies, including:

- a. Development of guidelines for law enforcement involvement and intervention
- b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

9. Steps to be taken after the disaster or emergency, including:

- a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed
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Policy 4111: Recruitment And Selection

Status: DRAFT

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

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the Eden Area ROP's vision, mission, and goals, and believes that students benefit when Eden Area ROP staff reflects the racial, ethnic, linguistic, and cultural diversity of the Eden Area Regional Occupational Program (Eden Area ROP).

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment at the Eden Area ROP based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among Eden Area ROP employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the Eden Area ROP may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the Eden Area ROP may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

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)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with the Eden Area ROP needs, the Eden Area ROP may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4211: Recruitment And Selection

Status: DRAFT

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

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the Eden Area ROP's vision, mission, and goals, and believes that students benefit when Eden Area ROP staff reflects the racial, ethnic, linguistic, and cultural diversity of the Eden Area Regional Occupational Program (Eden Area ROP).

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment at the Eden Area ROP based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among Eden Area ROP employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the Eden Area ROP may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the Eden Area ROP may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

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)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with the Eden Area ROP needs, the Eden Area ROP may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4311: Recruitment And Selection

Status: DRAFT

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

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the Eden Area ROP's vision, mission, and goals, and believes that students benefit when Eden Area ROP staff reflects the racial, ethnic, linguistic, and cultural diversity of the Eden Area Regional Occupational Program (Eden Area ROP).

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment at the Eden Area ROP based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among Eden Area ROP employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the Eden Area ROP may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the Eden Area ROP may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

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)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with the Eden Area ROP needs, the Eden Area ROP may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Regulation 4112.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 05/07/2020

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the Eden Area Regional Occupational Program (Eden Area ROP) without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the Eden Area ROP to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the Eden Area ROP. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee serving before March 15 of the employee's second year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the Eden Area ROP receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee serving before March 15 of the employee's second year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the Eden Area ROP. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the Eden Area ROP and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Regulation 4212.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 05/07/2020

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year
4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the Eden Area Regional Occupational Program (Eden Area ROP) without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the Eden Area ROP to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the Eden Area ROP. (Penal Code 11105.2)

Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee serving before March 15 of the employee's second year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the Eden Area ROP receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee serving before March 15 of the employee's second year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the Eden Area ROP. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the Eden Area ROP and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Regulation 4312.5: Criminal Record Check

Status: DRAFT

Original Adopted Date: 05/07/2020

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1. Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor
2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon
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4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing
5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the Eden Area Regional Occupational Program (Eden Area ROP) without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

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When the Eden Area ROP receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee serving before March 15 of the employee's second year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the Eden Area ROP. (Education Code 44830.1, 45122.1)

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Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Exhibit 4112.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Reviewed Date: 05/07/2020

**SAMPLE EMPLOYEE STATEMENT FORM
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of Eden Area Regional Occupational Program (Eden Area ROP), you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Exhibit 4212.5-E(1): Criminal Record Check

Status: DRAFT

Original Adopted Date: 05/07/2020 | Last Reviewed Date: 05/07/2020

**SAMPLE EMPLOYEE STATEMENT FORM
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Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Exhibit 4312.5-E(1): Criminal Record Check

Status: DRAFT

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

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Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 02/02/2023 | **Last Reviewed Date:** 02/02/2023

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, Board policy, or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, suspension or leave without pay, or dismissal.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the Eden Area Regional Occupational Program (Eden Area ROP) shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the Eden Area ROP shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by Eden Area ROP rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the Eden Area ROP and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 02/02/2023 | **Last Reviewed Date:** 02/02/2023

Causes for Suspension or Dismissal

A certificated employee may be suspended without pay or dismissed for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with students
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or Eden Area Regional Occupational Program (Eden Area ROP)
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with students

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Employees

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Compulsory Leave of Absence

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence

definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice (DOJ) that a current temporary employee serving before March 15 has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the DOJ, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of wages, or dismissal.

A probationary classified employee may be dismissed without cause anytime before the probationary period expires.

Permanent classified employee shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against a classified employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the disciplinary action recommended by the Superintendent or designee. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or Eden Area ROP procedure
5. Falsification of any information supplied to the Eden Area ROP, including, but not limited to, information supplied on application forms, employment records, or any other Eden Area ROP records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of Eden Area ROP property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the Eden Area ROP or the employee's position

No disciplinary action shall be taken for any cause that arose before the employee became permanent, nor for any cause that arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the Eden Area ROP. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an

impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any recommendation for a disciplinary action in writing with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the Eden Area ROP rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the Eden Area ROP. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the Eden Area ROP's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the Eden Area ROP may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44940, 45304)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940, 44940.5, 45304)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal. (Education Code 44940, 44940.5)

Policy 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7)

The Superintendent or designee shall ensure the ready availability of first aid materials at Eden Area Regional Occupational Program (Eden Area ROP) workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Policy 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

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Policy 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 05/07/2020

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Regulation 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 03/03/2022

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

Injury and Illness Prevention Program

The Eden Area Regional Occupational Program's (Eden Area ROP) injury and illness prevention program shall cover all Eden Area ROP employees and all other workers whom the Eden Area ROP controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the Eden Area ROP's injury and illness prevention program. (Labor Code 6401.7)

The Eden Area ROP's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the Eden Area ROP is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represent a new hazard
- d. Whenever the Eden Area ROP is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the Eden Area ROP's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

When an employee or designated representative requests a copy of the Eden Area ROP's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the Eden Area ROP's injury and illness prevention program has not been updated with new information since the prior copy was provided, the Eden Area ROP may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the Eden Area ROP's injury and illness prevention program through the Eden Area ROP's server or website that, which allows an employee to review, print, and email the current version of the Eden Area ROP's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the Eden Area ROP's injury and illness prevention program to all employees. (8 CCR 3203)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever an Eden Area ROP facility or Eden Area ROP grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every

worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the Eden Area ROP's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The Eden Area ROP shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of Eden Area ROP facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Regulation 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 03/03/2022

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

Injury and Illness Prevention Program

The Eden Area Regional Occupational Program's (Eden Area ROP) injury and illness prevention program shall cover all Eden Area ROP employees and all other workers whom the Eden Area ROP controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the Eden Area ROP's injury and illness prevention program. (Labor Code 6401.7)

The Eden Area ROP's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs
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 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the Eden Area ROP is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represent a new hazard
- d. Whenever the Eden Area ROP is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the Eden Area ROP's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

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The Superintendent or designee shall communicate the right and procedure to access the Eden Area ROP's injury and illness prevention program to all employees. (8 CCR 3203)

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The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever an Eden Area ROP facility or Eden Area ROP grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

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The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Regulation 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 03/03/2022

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

Injury and Illness Prevention Program

The Eden Area Regional Occupational Program's (Eden Area ROP) injury and illness prevention program shall cover all Eden Area ROP employees and all other workers whom the Eden Area ROP controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the Eden Area ROP's injury and illness prevention program. (Labor Code 6401.7)

The Eden Area ROP's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
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4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the Eden Area ROP is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
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When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

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The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the Eden Area ROP's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

When an employee or designated representative requests a copy of the Eden Area ROP's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the Eden Area ROP's injury and illness prevention program has not been updated with new information since the prior copy was provided, the Eden Area ROP may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the Eden Area ROP's injury and illness prevention program through the Eden Area ROP's server or website that, which allows an employee to review, print, and email the current version of the Eden Area ROP's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the Eden Area ROP's injury and illness prevention program to all employees. (8 CCR 3203)

Eye Safety Devices

Employees shall wear eye safety devices whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever an Eden Area ROP facility or Eden Area ROP grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every

worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness
3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the Eden Area ROP's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The Eden Area ROP shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of Eden Area ROP facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Regulation 4157.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 03/03/2022

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the Eden Area Regional Occupational Program (Eden Area ROP) shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the Eden Area ROP reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the Eden Area ROP's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Regulation 4257.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 03/03/2022

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the Eden Area Regional Occupational Program (Eden Area ROP) shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the Eden Area ROP reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the Eden Area ROP's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Regulation 4357.1: Work-Related Injuries

Status: DRAFT

Original Adopted Date: 05/07/2020 | **Last Revised Date:** 03/03/2022

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the Eden Area Regional Occupational Program (Eden Area ROP) shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the Eden Area ROP reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the Eden Area ROP's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Policy 5126: Awards For Achievement

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, extracurricular, or community service activities.

No fee or other cost shall be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards.

Eden Area ROP/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift. The Board shall establish a budget for this purpose. (Education Code 44015)

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 02/05/2015 | Last Revised Date: 02/02/2023 | Last Reviewed Date: 02/02/2023

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the Eden Area Regional Occupational Program's (Eden Area ROP) permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

In accordance with law, the Superintendent or designee may make naloxone hydrochloride or another opioid antagonist available at each school for providing emergency medical aid to any person suffering or reasonably believed to be suffering from opioid overdose or respiratory distress. (Education Code 49414.3)

The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to a school nurse, physician or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: DRAFT

Original Adopted Date: 02/05/2015 | Last Revised Date: 02/02/2023 | Last Reviewed Date: 02/02/2023

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the Eden Area Regional Occupational Program (Eden Area ROP), including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following : (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Submitting the parent/guardian written statement and the authorized health care provider's written statement each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)

2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)

3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When Eden Area ROP employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized Eden Area ROP representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how Eden Area ROP employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands the responsibilities to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the Eden Area ROP in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands the right to terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in Items #1-5 above, if a parent/guardian has requested that the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the Eden Area ROP and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in Items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the Eden Area ROP to administer medication to the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any Eden Area ROP employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that the student be allowed to self-administer medication, confirmation

that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)

5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)

6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation

7. Possible side effects of the medication

8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the Eden Area ROP shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

Eden Area ROP Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from school nurse or other qualified medical personnel.

The school nurse or other designated Eden Area ROP personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and maintain on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities
8. Report to a student's parent/guardian and the site administrator any refusal by the student to take the medication
9. Keep all medication to be administered by the Eden Area ROP in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated Eden Area ROP personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose

12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances

13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance

14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other trained personnel who have volunteered to administer them in an emergency and have received training. The school nurse, or a when a school nurse or physician is unavailable, a trained volunteer may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity.

A trained volunteer may include the holder of an Activity Supervisor Clearance Certificate who has received specified training. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all employees a notice requesting volunteers to be trained to administer epinephrine auto-injectors for emergency aid to individuals exhibiting signs of anaphylaxis reaction. Such notice shall also describe the training that the volunteers will receive. (Education Code 49414)

The Superintendent or designee may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or an Eden Area ROP administrator if the Eden Area ROP does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufactures. (Education Code 49414). Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

The Eden Area ROP shall store emergency epinephrine auto-injectors in an accessible location, and shall specify such location in annual notices to staff.

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the ~~epinephrine auto-injector~~ medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Any volunteer or trained personnel who administers an ~~epinephrine auto-injector~~ medication shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials retained by the school. (Education Code 49414)

Information regarding defense and indemnification provided by the Eden Area ROP for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The Eden Area ROP may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Additionally, if the Eden Area ROP accepts emergency naloxone hydrochloride or another opioid antagonist from the county office of education (COE), the Superintendent or designee shall maintain at least two units at the Eden Area ROP Center. (Education Code 49414.8)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The Superintendent or designee shall designate two or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3, 49414.8)

Each volunteer shall meet the minimum standards of training for the administration of an emergency opioid antagonist as specified in Education Code 49414.3 or shall have undergone opioid overdose prevention and treatment training and reviewed material available on the California Department of Public Health's website. (Education Code 49414.8)

Any prescription for naloxone hydrochloride or another opioid antagonist shall be obtained by a school nurse, other qualified supervisor of health, or, if the Eden Area ROP does not have a qualified supervisor of health, an Eden Area ROP administrator from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or Eden Area ROP administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3, 49414.8)

Employees and volunteers that render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct. (Health and Safety Code 1799.113)

Information regarding defense and indemnification provided by the Eden Area ROP for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer in writing and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a COE, manufacturer, or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created.

Policy 5144: Discipline

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and responding appropriately to student misbehavior at the Eden Area Regional Occupational Program (Eden Area ROP). The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of Eden Area ROP discipline policies and practices.

In addition, the Superintendent or designee's strategies for responding to student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with Eden Area ROP regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The Superintendent or designee may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and Eden Area ROP regulations. The Board, at an open meeting, may review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the Eden Area ROP's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff, providing interventions and supports to students, as well as the maintenance of an orderly school environment, shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the Eden Area ROP's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for the Eden Area ROP, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

Regulation 5144: Discipline

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep high school students in school and participating in the instructional program. Except when a students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension, supervised suspension, or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the students' parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the students' parents/guardians
4. Participation in a restorative justice program
5. A positive behavior support approach with tiered interventions that occur during the school day on campus
6. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
7. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
8. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
9. Community service as provided in the section below entitled "Community Service"
10. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
11. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or Eden Area Regional Occupational Program (Eden Area ROP) policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the students' records. (Education Code 48900.5)

When a student has been suspended, or other means of correction have been implemented against the student, for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the Eden Area ROP's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the Eden Area ROP suspects the behavior that resulted in discipline may be based in an unidentified disability, the Eden Area ROP shall notify the student's resident district/school of the concern. (U.S.C. 1412(a)(3))

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, or Superintendent's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of Eden Area ROP rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to parents/guardians of transfer students at the time of their enrollment at the Eden Area ROP.

Policy 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 11/04/2021 | **Last Reviewed Date:** 11/04/2021

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

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

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

Regulation 6115: Ceremonies And Observances

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

Holidays

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

New Year's Day - January 1

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

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

Washington Day - Third Monday in February

Cesar Chavez Day - March 31

Memorial Day - Last Monday in May

Juneteenth National Independence Day- June 19

Independence Day - July 4

Labor Day - First Monday in September

Indigenous Peoples' Day - Second Monday in October

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

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

In addition, the Eden Area ROP shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close, and any
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations. (Education Code 37220)

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

Commemorative Exercises

The Eden Area ROP shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460, 49110.5)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Career Technical Education (CTE) Month - Month of February

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Workplace Readiness Week - The week that includes April 28

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near Se

Display of Flag

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

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

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

1. For 30 days from the death of the President or a former President
 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
 4. On the day of death and the following day for a Member of Congress
 5. On Memorial Day, until noon only
 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government, a member of the Armed Forces from the state who has died while serving on active duty, or the death of a first responder working in the state who dies while serving in the line of duty
 8. On other occasions by order of the President and in accordance with presidential instructions or orders
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Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 06/05/2020

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. Staff members 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 conviction, 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 school 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. School-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 school-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.

Regulation 6141.2: Recognition Of Religious Beliefs And Customs

Status: DRAFT

Original Adopted Date: 06/05/2020

Staff shall make every effort to schedule one-time events, such as examinations, school-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 school 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 school-sponsored programs are presented in an objective manner, consistent with 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.
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Bylaw 9320: Meetings And Notices

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 05/04/2023 | **Last Reviewed Date:** 05/04/2023

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

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

In accordance with law and as specified in Board Bylaw 9012 – Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

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

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. Notice of the procedure for receiving and resolving such requests for accommodation shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Regular Meetings

Unless otherwise determined by the Board, the Board shall hold 1 regular meeting(s) each month starting at 5:45 p.m. on the first Thursday (day) of the month at Eden Area ROP in the Board Room located in Building A at 26316 Hesperian Blvd., Hayward, CA 94545).

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

Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. The records shall be posted on the Eden Area ROP website at the time the materials are distributed to all or a majority of the Board if distributed outside of business hours.

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members on any topic within subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2-Actions by the Board. (Government Code 54956)

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

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

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

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

The Board may meet in closed session during emergency meetings so long as three-fourths of the members present at the meeting agree or, if less than three-fourths of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

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

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

An *emergency* means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A *dire emergency* means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

Adjourned/Continued Meetings

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

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

Study Sessions, Retreats, Public Forums, and Discussion Meetings

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

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

Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

Other Gatherings

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

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the Eden Area ROP to address a topic of local community concern
3. An open and noticed meeting of another body of the Eden Area ROP
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 - Board Committees, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

Location of Meetings

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within Eden Area ROP boundaries, except to do any of the following: (Government Code 54954)

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

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency
3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference
4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting
5. At least a quorum of the members is within the Eden Area ROP boundaries.

Teleconferencing by Individual Board Member Due to Just Cause

Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

1. Including the location of the Board, member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. At least a quorum of Board participates in person from a singular location clearly identified on the agenda.
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting

4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member location and the general nature of the member's relationship with each such individual

5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the Eden Area ROP.

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by teleconference for just cause for no more than two meetings per calendar year.

For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing by Individual Board Member Due to Emergency Circumstances

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall

2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the Eden Area ROP.

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board shall not take action on any agenda item until the disruption is resolved. (Government Code 54953)

In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

The Board may conduct a Board meeting entirely by teleconference during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953):

1. Including the location of the Board members in the agenda
2. Making the locations of Board members open and accessible to the public
3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the Eden Area ROP.

3. The agenda for the meeting includes information describing how members of the public can access the

platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953)

Bylaw 9323.2: Actions By The Board

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

The Board may take action on a subject not appearing on the posted meeting agenda only after publicly identifying the item and if any one of the following conditions are met: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When three-fourths of the members present, or if less than three-fourths of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the Eden Area Regional Occupational Program's (Eden Area ROP) attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the Eden Area ROP's attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the Eden Area ROP. If the Eden Area ROP receives a proper demand from the Eden Area ROP attorney's office or any interested person to "cure and correct" an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960, 54960.5).

Exhibit 9323.2-E(1): Actions By The Board

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Reviewed Date:** 06/05/2020

RESTRICTIONS ON BOARD ACTIONS

Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a lease of Eden Area ROP property for extraction and taking of gas not associated with oil (Education Code 17510, 17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Governing Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Actions Requiring a Unanimous Vote of the Governing Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Governing Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

Actions Required to Occur During a Regular Board Meeting

1. Termination of the Superintendent without cause (Education Code 35150)
2. Discussion or action regarding the contract, salary, salary schedule, or other compensation of the Superintendent or other management employee as described in Government Code 3511.1 (Government Code 54956)

Prohibitions on Certain Board Actions

1. Termination of the Superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)
-



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Amended Agreement with Cheryl Gixti for Workability Grant Support for the 2023-2024 School Year

BACKGROUND

The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2023-2024 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Community Access Training for Transition (CATT) Program and the Merchandising Occupations Program. These programs find employment and provide training for special education students to enter the workforce.

To ensure a smooth and accurate Workability report to be submitted to the California Department of Education, Mrs. Gixti will provide the Eden Area ROP with Workability compliance services. The support will consist of presentations, database entry, communication with stakeholders, emails, and training to comply with state Workability requirements.

CURRENT SITUATION

The agreement with Cheryl Gixti for Workability Grant support was approved by the Governing Board on May 2, 2024 under Action Item H.

The attached is the amended agreement between Cheryl Gixti and the Eden Area ROP extending her hours to a maximum of ten additional hours.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2023-2024 Amendment

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Cheryl Gixti (the "Service Provider") between May 1, 2024 - May 31, 2024.

Background:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. Cheryl Gixti has a background in the Workability Grant and is willing to provide services to Eden Area ROP based on this background.

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of but not limited to the following:
 - Workability Support Emails
 - Workability Support Presentations
 - Data Entry in the Workability Database

Term of Agreement

2. The term of this Agreement will be from May 1, 2024, and will remain in full force and effect until May 31, 2024, and not to exceed ten (10) total hours, not to exceed \$900.00, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Eden Area ROP will pay a fee to Cheryl Gixti for the Services based on \$90.00 per hour. This fee shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of worked accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Cheryl Gixti, Service Provider

Date

Blaine Torpey, Superintendent
Eden Area ROP

Date



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2024-2025 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2024-2025 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2024-2025

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

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

Background:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2024 and will remain in full force and effect until June 30, 2025, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2024 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$65.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2024-2025 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2024-2025 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2024-2025

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Dr. Cindy Christovale (the "Service Provider") between July 1, 2024 through June 30, 2025

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
 - c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2024 and will remain in full force and effect until June 30, 2025, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2024 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$65.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2024-2025 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2024-2025 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2024-2025

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

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

Background:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2024 and will remain in full force and effect until June 30, 2025, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2024 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$65.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2024-2025 School Year

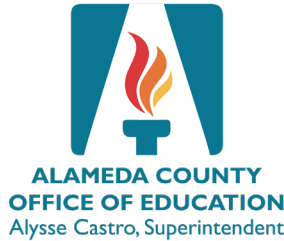
BACKGROUND

Each year, the Eden Area ROP contracts with the Alameda County Office of Education (ACOE) to provide delivery and pick-up services.

CURRENT SITUATION

The attached is the agreement renewal with ACOE, effective July 1, 2024 through June 30, 2025.

CONSENT CALENDAR



2024/2025

**Delivery Services Agreement
With
The Alameda County Office of Education**

For the purposes of this agreement between Alameda County Office of Education and Eden ROP of Alameda County, a public corporation, organized and existing under and by virtue of the laws of the State of California, the former party shall be referred to as the COUNTY OFFICE and the latter as the DISTRICT.

It is herewith agreed that the COUNTY OFFICE shall provide a delivery service for which the DISTRICT agrees to pay. The service, however, may be cancelled at any time by the COUNTY OFFICE with 30 days written notice to the DISTRICT. It is not anticipated that such an action would take place unless the costs of operating the program are excessive.

The cost of providing the service is \$4,925.69 for 2024/2025 with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from **July 1, 2024** through **June 30, 2025**.

The current delivery and pick-up will occur based on your current **schedule of 3 days per week**, but only on the days that the COUNTY OFFICE is open.

Delivery to the DISTRICT shall be made to the following address only: (Please contact Denise Carrillo to make any address or contact changes at 510-670-4555 or email dcarrillo@acoe.org.)

26316 Hesperian Blvd, Hayward, CA 94545

The contact person at the delivery site will be:

Anthony Oum/510-293-2906

The COUNTY OFFICE will:

1. Pick up district requested materials, envelopes and financial documents addressed to schools/districts at the COUNTY OFFICE and deliver to the address noted above. Each daily delivery shall be limited to an aggregate of fifty pounds (50#).
2. Deliver district requested materials, envelopes and financial documents picked up from the DISTRICT to the COUNTY OFFICE or re-routed to any of the districts participating in the service subject to the same restrictions noted in #1.

3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.
4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

The DISTRICT will:

1. Herewith authorizes the County's drivers to sign for and carry vendor warrants and "out-of-cycle" (manual) payroll warrants to and from the COUNTY OFFICE.
2. Not use the delivery service to transport case (coin and currency) for deposit.
3. Herewith authorize / not authorize (*cross out one*) the transmittal of deposits (checks only) to the COUNTY OFFICE via the delivery service.
4. Assume full responsibility for replacing or reissuing any materials produced by it and shipped via the delivery service which might be lost, stolen, destroyed or in some way damaged and will hold the COUNTY OFFICE harmless from any liability attached to the loss or destruction of the material being carried.

DISTRICT, agrees to defend, indemnify and hold harmless the Alameda County Office of Education, its officers, agents, employees and assigns for any and all liability arising out of the negligent or wrongful act of any of them in connection with this agreement. This agreement shall not extend to acts of omissions found to be intentional or grossly negligent by a court of competent jurisdiction.

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$5,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

IN WITNESS WHEREOF, the COUNTY OFFICE has executed this agreement and the said DISTRICT has agreed to the provision described.

Eden ROP

Alameda County



Authorized Agent

Date: 06/07/2024

Leigh Ann Blessings

Chief of Finance and Operations
Alameda County Office of Education

for Alameda County Office of Education

Date: _____



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2024-2025 School Year

BACKGROUND

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

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and ACOENet for the 2024-2025 school year.

CONSENT CALENDAR



Memorandum of Understanding with Eden ROP for Access Plus Service

7/1/2024 to 6/30/2025

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

1. SERVICES

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

2. PAYMENT

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

3. TERM

The services outlined above shall be provided from 7/1/2024 to 6/30/2025. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

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

5. ASSIGNABILITY

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

6. INDEMNIFICATION

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

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

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

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

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

7. PRIVACY

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

8. PENALTIES FOR IMPROPER USES

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

9. NOTICES

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

Alameda County Office of Education Attn: Information Technology 313 West Winton Avenue Hayward, CA 94544	Eden Area ROP Attn: IT Manager 26316 Hesperian Blvd Hayward, CA 94545
---	--

10. SEVERABILITY

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

11. INTERPRETATION/CONSTRUCTION

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

12. ENTIRE AGREEMENT

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

13. EXECUTION IN COUNTERPARTS

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

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

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

15. INCORPORATION BY REFERENCE

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

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

ORGANIZATION: Eden Area ROP and ACOENet

Anthony Oum, Fiscal Services Administrator
Printed name and title


Signature

06/07/2024
Date

Ryan Choate, Director
Printed name and title

Ryan Choate
Signature

Digitally signed by Ryan Choate
DN: cn=Ryan Choate, o=ACOE,
ou=IT Department,
email=rchoate@acoe.org, c=US
Date: 2024.05.17 14:49:20 -07'00'

5/17/2024
Date

Schedule A

Schedule of Services

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

Organization: Eden ROP

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus / 500 Mbps		\$13,090.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$13,090.00

Initials:

Ed

ORGANIZATION

RC

ACOENet

Appendix A

ACOENet Access Plus Services List

Access Plus

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

Included:

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

ACOENet Access Plus Fees

Port Speed	Annual Cost
250 Mbps	\$12,000
500 Mbps	\$13,090
1 Gbps	\$15,725
2 Gbps	\$27,585

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

Appendix B

Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

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

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

Acceptable Uses:

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

- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

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

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

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Education
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 2024-2025 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.

Summary of the funding for EAROP that is available to request as of today:

- a. EAROP Learn to Earn funds available now as of May 15: \$71,250
- b. EAROP Learn to Earn funds available sometime between July-September 2024: \$23,750

This subaward amendment increases funding to Eden Area ROP Adult Education by \$95,000.

CONSENT CALENDAR

Learn to Earn: Workforce and Education Assistance Grant (City of Hayward)
Administered by Hayward Promise Neighborhoods at Eden Area ROP
Scope of Work and
Additional Terms & Conditions
January 1, 2024 – December 31, 2024

This Services Agreement (the “Agreement”) is made and entered into as of **May 14, 2024** (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 today:**
 - a. **EAROP Learn to Earn funds available now as of May 15: \$71,250**
 - b. **EAROP Learn to Earn funds available sometime between July-September 2024: \$23,750**
- 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 [**Date**]. and ending on [**date**]. (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 represent EAROP in planning and coordination with the City of Hayward
 2. HPN will serve as a fiscal agent through CSUEBF to administer Project funds for EAROP as outlined in the Memorandum of Understanding between CSUEBF and the City of Hayward.
 3. HPN will monitor and collect data as required by the City of Hayward.
 4. HPN will support the coordination of the workforce development fair with the City of Hayward and Chabot College.
 - 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: 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

- HPN will coordinate funding to EAROP of up to 50% of the funds awarded by the City of Hayward to CSUEBF to Hayward residents enrolling in workforce programs. Eligibility of participants is based on a Hayward zip code. Grants will be prioritized to EAROP that meet the City of Hayward’s priority industries. Here's a summary of the funding for EAROP that is available to request as of today:
 - EAROP Learn to Earn funds available now as of May 15: \$71,250
 - EAROP Learn to Earn funds available sometime between July-September 2024: \$23,750
- EAROP will appoint a Partner Project Manager to be the point of contact on the project.
- EAROP will work with HPN and the City of Hayward to invite participating grantees to the workforce fair scheduled for September 19, 2024. Additional events may be organized to support grantees with employment opportunities in the City of Hayward and beyond.
- EAROP will invoice CSUEBF with the total amount of funds administered on a quarterly basis. Funding must be spent by December 30, 2024.
- EAROP will be required to report non-identifiable data as outlined in the attached Memorandum of Understanding between the City of Hayward and CSUEBF at each invoicing period or sooner. The City of Hayward may at any time request the the data to monitor progress or use for reporting purposes. .

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 Contractor within thirty (30) days after receipt of invoice.

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2024-2025 School Year

BACKGROUND

In 2016, the California Legislature approved the Strong Workforce Program. The goal of the program is to enhance career technical education and workforce training in order to meet the needs of the labor market. The Strong Workforce Program aims to align the community college and K-12 systems and to support collaborative work. Both Eden Area ROP and Chabot college receive Strong Workforce funds.

CURRENT SITUATION

Chabot-Las Positas Community College is contracting with the Eden Area ROP for work-based learning support and Career and Technology Education Management Application (CATEMA) support for their pathway programs. The work-based learning team will support Chabot instructors coordinating individual guest speakers, industry panel presentations, and one on one informational interviews for Chabot students. They will help coordinate Advanced Manufacturing Day and Health Careers Day. They will also support student enrollment in CATEMA, the student information system that allows for articulations and dual enrollment.

Fiscal Impact: The Eden Area ROP will receive \$32,000.

CONSENT CALENDAR

Chabot-Las Positas Community College District
Contract for Services

This is a contract for professional services between the Chabot-Las Positas Community College District ("District") and Eden Area ROP, Independent Contractor ("Contractor"), entered this 7 day of 1, 2024.

- 1. Contractor agrees to perform the following services in his/her capacity:
Support for organization and facilitation of AMD, Support FYE Instructors with WBL coordination of speakers, panels, and informational interviews. Support teachers, students and administration with CATEMA.
- 2. Contractor hereby understands that no employment relationship is established by this contract for services.
- 3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).
- 4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.
- 5. Services shall begin on or about 7 / 1 / 2024, and terminate on or before 6 / 30 / 2025. Services shall not be assigned nor subcontracted to another party without written consent of the District.
- 6. District agrees to pay the Contractor the sum of \$ 32,000.00, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Table with 2 columns: Date, Payment. Row 1: 7/1/2024, 32,000.00.

- 7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.
- 8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor section with fields for Name, Email Address, Phone #, Address, and Signature. CLPCCD section with fields for Initiating Manager, President, Vice Chancellor, Human Resources, and Vice Chancellor, Business Services, each with a Date field.

Statement of Work
Chabot/EAROP Service Contracts
2024 2025

Abraham O. Mendoza

Activity	Measurable Outcomes	Timeline
Support the programming and procurement of partners for Advanced Manufacturing Day.	Secure at least 5 industry partners for participation	Fall
Secure partnerships and make connections with industry partners in the various pathways.	Identify at least 3 new industry partners to provide support for pathways	Fall
Provide CATEMA support for partner district teachers for students applying to Chabot.	Work with district teachers at the onset of the application.	Fall and Spring
Provide technical support to new teachers to ensure timely completion of the process and troubleshoot any potential technical issues.	Point of contact for new teachers at the onset of applications	Fall and Spring
Track CATEMA numbers through the spring to ensure the highest number of student enrollments.	Provide CATEMA reporting on numbers	Two times per semester

Johanna Lopez

Activity	Measurable Outcomes	Timeline
Support the programming for Advanced Manufacturing Day	Secure at least 5 industry partners for participation	Fall
Identify and recruit speakers for professional panels for the various pathway courses.	Identify 3-5 panelists for CE pathways at Chabot College	Fall and Spring
Support work-based learning activities for Chabot College	Facilitated at least one WBL activity for each CE FYE Pathway	Fall and Spring
Identify industry partners to place students in service-learning projects.	Place students in service-learning projects in at least 5 facilities (varied throughout pathways)	Fall and Spring
Support planning Health Careers Day and Digital Media Day	Identify at least 5 guest speakers	Fall and Spring
Support Pathway Presentations in the Spring	Coordinate HS Pathway presentations	Spring

MEMORANDUM

To: District-wide Administrators and Managers

From: Jonah R. Nicholas, Vice Chancellor, Business Services

Date: March 10, 2021

Subject: Assembly Bill (AB) 5 Employment status: Employees and Independent Contractors

Effective January 1, 2020, the California legislature imposed stricter rules for classifying individuals as independent contractors. This legislation is known as Assembly Bill 5 (AB-5).

The intent of this legislation is to establish stricter tests for an employer to ensure that employees are not misclassified as independent contractors, and thereby, not receiving benefits to which employees are entitled. With the passage of AB-5, all individuals must satisfy the following three conditions (also known as the “ABC” Test) in order to be classified as an independent contractor:

- (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.*
- (B) The person performs work that is outside the usual course of the hiring entity’s business.*
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.*

All independent contractor agreements submitted to the District Business Services department for review and processing via Banner must be accompanied by the attached checklist and/or business license, if required. In very narrow circumstances, the ABC test can be replaced by another set of criteria but that will certainly be the exception and not the rule. In the event you believe you have a particular set of circumstances that warrants further examination Business Services will be happy to assist.

We appreciate your efforts and cooperation in ensuring the District is compliant with the new legislative requirements around independent contractors.

If you have any questions, please feel free to contact me at jnicholas@clpccd.org.

INDEPENDENT CONTRACTOR CHECKLIST

Name of Contractor: Eden Area ROP

Total \$ Amount of Contract: \$32,000 FOAP: _____

Site: ☐ District ☐ LPC ☒ CC ☐ EDCE

The purpose of this checklist is to assist in the determination of employee or independent contractor status. Federal and State law places the burden of proof on the employer to show that an independent contractor relationship exists.

Please answer the following questions:

Step	Description	Yes	No	ICA vs EE
1.	Is the Independent Contractor a government agency, an agency registered as a LLC, LLP, Corporation (C-Corp, S-Corp)	✓		If YES: Independent Contractor Agreement If NO: Go to step 2
2.	Is the Independent Contractor engaged in an exempt occupation including, among others, lawyer, architect, engineer, private investigator, fine artists (performing artist/musicians/vocalist and single event performers), certain licensed health-care professionals, marketing (original and creative content), travel agent services, graphic design, still photographer, photojournalist, freelance writer, editor, tutoring, event vendor, interpreting services , workers providing licensed barber, esthetician or cosmetology services and others performing work under a contract for professional services with another business entity or pursuant to a subcontract in the construction industry. "Sports official" includes an umpire, referee, judge, scorekeeper, timekeeper, or other person who is a neutral participant in a sports event.	✓		If YES: Independent Contractor Agreement If NO: Go to step 3
3.	ABC test in which a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless all of the below questions answered below are yes. (A) Is the person free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact? (B) Does the person performs work that is outside the usual course of the hiring entity's business? (C) Is the person customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed?	✓		If the answer is No to any of these questions. The person is not an Independent Contractor.

Dean/Director (signature)

(printed name)

Date: _____ District Business Services (initials): _____



Independent Contractor Questionnaire

The following questions have been developed in order to assist in determining whether an individual is performing work as an employee or as an independent contractor. It is hoped that the specific situations will be clear enough to clearly identify an individual as either an employee or an independent contractor. However, in borderline cases further examination will be required.

Applicant's Name: Eden Area ROP

- | | Yes | No | |
|----|-------------------------------------|-------------------------------------|---|
| 1. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the individual ever been employed by the District? |
| 2. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the work to be done customarily performed by an employee? |
| 3. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the District have the right to control/ supervise the work being done? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the District establish where and when the individual will work? |
| 5. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | If the individual is or has been an employee, is the scope of work to be performed outside the normal duties performed in his/her job classification? If the answer is yes, please provide a description of the duties to be performed. |
| 6. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is the nature of the contract to perform a specific task for a fixed price? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the individual make his/her services available to the general public and does he/she have the right to engage in other jobs while performing services for the District? |

Affirmative answers to questions 1 through 4 and negative answers to questions 5 through 7 will generally mean that there is an employer/employee relationship, that the individual will be treated as an employee and will have to go through the establish employment process.

Negative answers to questions 1 through 4 and affirmative answers to question 5 through 7 will generally mean that the individual is an independent contractor.

If the answers to question 1 through 4 are a combination of yes and no then a further evaluation will have to be made. Please provide additional information regarding the nature of the work, the current employment status, how the work is to be done, where it is to be done, method of payment and any other information that will assist in making the determination of whether or not the individual will be an employee or independent contractor.

Additional Information:

The questionnaire will be filled out and signed by the requesting manager and submitted with the requisition for services along with the District Contract for Services Form to the appropriate manager or administrator for approval. All documents will then be forwarded to the Vice Chancellor, Business Services for review and approval. If the individual is determined to be an independent contractor, the documents will be forwarded to District's Business Services and a purchase order will be issued. If the individual is determined to be an employee, the forms will be returned and the appropriate personnel procedures followed.

Submitted By:

Approved By:

Date: _____

Date: _____

Program Coordinator's Signature

Administrator's Signature

Business Services Review

Initial Review: Independent Contractor ☐ Employee ☐

College: ☐ Chabot ☐ Las Positas

Reviewed by: _____

Date Reviewed: _____

District:

Reviewed by: _____

Date Reviewed: _____

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Subaward Agreement Amendment with California State University East Bay for the Bay Area K-16 Collaborative for the 2024-2025 and 2025-2026 School Years

BACKGROUND

In November 2023, the Bay Area K16 Collaborative was awarded \$18,130,000 for the implementation grant. Each of the universities in the Bay Area (Cal State East Bay, San Francisco State and San Jose State) are driving the activities within their subregion. Our subregion's focus areas are Computing/STEM and Education, emphasizing on supporting underrepresented students.

The goal is to develop robust and articulated pathways that begin in TK12 and move students in a defined manner through the Community College system and on to the California State University system. To achieve this goal in the stated focus areas, the Bay Area K16 Collaborative is working to dismantle institutional silos, build efficiencies in credit attainment and course proficiency, and build a regional work-based learning system.

CURRENT SITUATION

The Eden Area ROP proposed a robust Education Pathway with multiple on-ramps and off-ramps that could have resulted in creating a condensed timeline for a student to earn their teaching credential. The Eden Area ROP was awarded \$75,000. The Eden Area ROP will continue to work with Chabot College to build the Education Pathway with the potential development of a pre-apprenticeship program for Early Childhood Education.

This award to the Eden Area ROP is \$75,000.

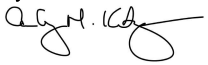

CONSENT CALENDAR

Cost Reimbursement Subaward

Awarding Agency:		Other [Type in Agency]	Foundation for California Community Colleges
Pass-Through Entity (PTE):		Subrecipient:	
California State University, East Bay Foundation, Inc.		Eden Area Regional Occupational Program	
PTE PI: Robert Williams		Sub PI: Blaine C. Torpey	
PTE Award No: NA		Subaward No: W2156_471	
Project Title: Bay Area K-16 Collaborative			
Subaward Budget Period:		Amount Funded This Action (USD): \$	
Start: 07/01/2024	End: 06/30/2025	37,500.00	
Estimated Period of Performance:		Incrementally Estimated Total (USD): \$	
Start: 07/01/2024	End: 06/30/2026	75,000.00	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
 Name: Audrey Katzman Title: Interim Associate Vice President, Finance		 Name: Blaine C. Torpey Title: Superintendent	
Date: May 2, 2024		Date: 04/30/2024	

Attachment 1

Certifications and Assurances

Subaward Number:

W2156_471

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

W2156_471

PTE Information

Entity Name: California State University, East Bay Foundation, Inc.

Legal Address: 25800 Carlos Bee Boulevard
Hayward, CA 94542-3000

Website: <https://www.csueastbay.edu/foundation/>

PTE Contacts

Central Email: orsp@csueastbay.edu

Principal Investigator Name: Robert Williams

Email: Robert.Williams@csueastbay.edu

Telephone Number: 510-885-3942

Administrative Contact Name: Ryan Hoy

Email: Ryan.Hoy@csueastbay.edu

Telephone Number: (510) 885-7644

COI Contact email (if different to above): orsp@csueastbay.edu

Financial Contact Name: Sabryna Holloway

Email: Sabryna.Holloway@csueastbay.edu

Telephone Number: (510) - 885 - 3000

Email invoices? ☒ Yes ☐ No Invoice email (if different): ORSP@csueastbay.edu

Authorized Official Name: Audrey Katzman

Email: Audrey.Katzman@csueastbay.edu

Telephone Number: (510) 885 - 2749

PI Address:

California State University, East Bay
25800 Carlos Bee Boulevard
Hayward, CA 94542-3000

Administrative Address:

Office of Research and Sponsored Programs, SF302
California State University, East Bay
25800 Carlos Bee Boulevard
Hayward, CA 94542-3000

Invoice Address:

orsp@csueastbay.edu
Office of Research and Sponsored Programs, SF302
California State University, East Bay
25800 Carlos Bee Boulevard
Hayward, CA 94542-3000

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

W2156-471

Subrecipient Information for [FFATA](#)**reporting** Entity's UEI/DUNS Name: Eden Area Regional Occupational Program

EIN No.: 94-3158083

Institution Type: Independent School District

UEI / DUNS: 154641195

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI / DUNS:

This section for U.S. Entities:

Zip Code [Look-up](#)

Congressional District: 14th

Zip Code+4:

94545

Place of Performance Address26316 Hesperian Blvd
Hayward, CA 94545**Subrecipient Contacts**

Central Email:

Website:

www.edenrop.org

Principal Investigator Name: Blaine C. Torpey

Email: btorpey@edenrop.org

Telephone Number: 510-293-2901

Administrative Contact Name: Gabriela Juarez

Email: gjaurez@edenrop.org

Telephone Number: 510-293-2971

Financial Contact Name: Anthony Oum

Email: aoum@edenrop.org

Telephone Number: 510-293-2906

Invoice Email: aoum@edenrop.org

Authorized Official Name: Blaine C. Torpey

Email: btorpey@edenrop.org

Telephone Number: 510-293-2901

Legal Address:26316 Hesperian Blvd
Hayward, CA 94545**Administrative Address:**26316 Hesperian Blvd
Hayward, CA 94545**Payment Address:**26316 Hesperian Blvd
Hayward, CA 94545

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number:

W2156_471

Subrecipient

Entity Name: Eden Area ROP

PI Name: Blaine C. Torpey

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

W2156_471

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☐ Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Prime Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the:

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the .

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Terms

*All invoices must include a detailed ledger accounting for all costs included in each respective invoice. Please also include receipts and other documentation for items in the supplies or other cost categories. Additional back-up documentation may be requested by Cal State East Bay before payment can be processed.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

W2156_471

Statement of Work

☒ Below ☐ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

The Eden Area ROP will partner with Chabot College, CVUSD, HUSD, SLUSD, and SLZUSD to determine and map types of work-based learning experiences (e.g., job shadow, informational interview, internships) needed for the Careers in Education pathway. EAROP will collaborate with Chabot to link Careers in Education pre-apprentices to the Chabot ECE Apprenticeship. EAROP will identify placement sites and codify partnership agreements. Additionally, EAROP will partner with CVUSD, HUSD, SLUSD, and SLZUSD to increase the number of courses qualifying for dual enrollment credit in support of students completing the education pathway through CCAP agreements, concurrent enrollment, and articulations.

See attached logic model for additional details.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied

%

Cost Sharing

Rate Type:

If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, pages

See Attached Budget

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars



Project Budget Template Instructions

General	
Fill in the project title and name of the lead applicant as it appears in your application in Submittable.	
Expenses will automatically be rounded to whole dollars. Do not include cents.	
Cells highlighted in gray will autocalculate. These cells are not locked to allow you to add rows, as needed. When you add rows, be sure to update formulas so the totals calculate correctly. Please do NOT clear out the formulas in the gray cells.	
Direct Expenses	
Expense category line items listed are samples. Add, leave blank, or remove categories as appropriate.	
Any project partners who will receive Regional K-16 Education Collaboratives Grant Program funds should be listed as an expense line under the appropriate categories for Direct Costs. You do not need to submit a detailed budget for partners, contractors, or consultants.	
In the "Budget Narrative" column, include details to justify expenses requested from the Regional K-16 Education Collaboratives Grant Program. For example, if requesting funds to cover staffing, list the FTE percentage and over how many months. If requesting travel funds, explain the type of travel, number of people, purpose, etc. Limit responses to 50 words per line item. A detailed budget narrative should be included in the project proposal to explain the estimated costs and purpose.	



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES



Project Title:
Lead Applicant:

Education Pathway Opportunities
Eden Area ROP

Expense Category	Budget Narrative	2023-24	2024-25	2025-26	Total Project Budget
Personnel, Salaries, Wages, Benefits					
[add as many rows as needed to provide sufficient detail]	0.10 FTE Dual Enrollment Coordinator		\$17,039	\$17,039	\$34,078
	0.13 FTE Work Based Learning Specialist		\$20,461	\$20,461	\$40,922
					\$0
Personnel and Benefits Subtotal		\$0	\$37,500	\$37,500	\$75,000
Operating Expenses					
[add as many rows as needed to provide sufficient detail]					\$0
Materials & Supplies					\$0
Office/Facilities					\$0
Travel					\$0
Training & Professional					\$0
Meeting & Events					\$0
Consulting & Professional Services					\$0
					\$0
					\$0
Operating Expenses Subtotal		\$0	\$0	\$0	\$0
Total Direct Costs		\$0	\$37,500	\$37,500	\$75,000

EAROP Bay Area K16 Scope of Work 2024 2026 Focus Area Education						
Action	Institutional Partners	Leaders	Activities	Short-Term Outcomes (within 1 year)	Long-Term Outcomes (within 5+ years)	Metrics
<i>What is the pathway, RWE, and equity focus of this activity?</i>	<i>Identify lead partner (subgrantee) and additional partners</i>	<i>Who are the leaders (staff, members) that will lead this work? Include name and email address for lead contact.</i>	<i>What activities and outputs are proposed?</i>	<i>What short-term outcomes do we hope to achieve?</i>	<i>What long-term outcomes do we hope to achieve?</i>	What are the metrics that will measure these outcomes? Reference DGS Required Metrics Where Appropriate (link)
WBL exposure, experience, and placements. -Connect/ Prepare pathway students for employment in TK -16 classrooms	Lead Partner: Eden Area ROP Additional Partners: CVUSD, HUSD, SLUSD, SLZUSD	Abraham Mendoza amendoza@edenrop.org	Determine (map) types of work based learning experiences needed at each level of the pathway (job shadow, informational interview, internship, etc) Identify placement sites and codify the partnerships via agreements Coordinate Education sector day to include	WBL activities mapped to curriculum Internship sites identified and students placed	Enrollment in education pathway will reflect enrollment in high school programs Institutionalized internship partnerships Paid internship opportunities for students	# number and type of work-based learning experiences provided # of students participating in WBL experiences

			tours of CSUEB and Chabot College programs				
Expansion of Early College Credit Opportunities Dual enrollment, concurrent enrollment, articulation, and summer college course enrollment opportunities	Lead Partner: Eden Area ROP Additional Partners: CVUSD, HUSD, SLUSD, SLZUSD	Michelle Stephens mstephens@edenrop.org	Increase the number of courses qualifying for dual enrollment credit in support of students completing the education pathway through CCAP agreements, concurrent enrollment, and articulations	Increased #'s of students gain college credit in education pathway course requirements	Higher #'s of students enter college, are retained, and complete BA, complete BA in education pathway	# of high school students earning college credit	









W2156_471_K16_EAROP Subaward

Final Audit Report

2024-05-02

Created:	2024-04-30 (Pacific Daylight Time)
By:	Ryan Hoy (ryan.hoy@csueastbay.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCBIP6DTITqrZhpYAyJyZip41NPpH5bt

"W2156_471_K16_EAROP Subaward" History

-  Document created by Ryan Hoy (ryan.hoy@csueastbay.edu)
2024-04-30 - 10:57:42 AM PDT- IP address: 24.7.4.215
-  Document emailed to Audrey Katzman (audrey.katzman@csueastbay.edu) for signature
2024-04-30 - 11:00:24 AM PDT
-  Email viewed by Audrey Katzman (audrey.katzman@csueastbay.edu)
2024-04-30 - 12:09:29 PM PDT- IP address: 66.249.84.72
-  Document e-signed by Audrey Katzman (audrey.katzman@csueastbay.edu)
Signature Date: 2024-05-02 - 1:04:58 PM PDT - Time Source: server- IP address: 134.154.228.224
-  Document emailed to Ryan Hoy (ryan.hoy@csueastbay.edu) for acceptance
2024-05-02 - 1:04:59 PM PDT
-  Email viewed by Ryan Hoy (ryan.hoy@csueastbay.edu)
2024-05-02 - 1:12:37 PM PDT- IP address: 66.249.84.72
-  Document accepted by Ryan Hoy (ryan.hoy@csueastbay.edu)
Acceptance Date: 2024-05-02 - 1:12:44 PM PDT - Time Source: server- IP address: 24.7.4.215
-  Agreement completed.
2024-05-02 - 1:12:44 PM PDT



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Education
SUBJECT: Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2024-2025 School Year

BACKGROUND

The Adult Education department has three positions: Director, Administrative Support Specialist and Program Specialist. This enables us to maintain proper accounting controls with separation of duties.

CURRENT SITUATION

The Administrative Support Specialist and Program Specialist are continuously updating the Orbund student information system (SIS) every trimester. During the time while adult classes are still running, both positions continue to manage and update to the SIS. As the end of every fiscal quarter and fiscal year end approaches, there are accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2024-2025 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for the department's special projects.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2024-2025

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

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

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Fiscal and budget analysis for Adult Programs and Apprenticeship

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2024 and will remain in full force and effect until June 30, 2025, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$100.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of work accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Sonia Elgar, Service Provider

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with the Bureau of Automotive Repair (BAR) for the 2024-2025 School Year

BACKGROUND

The Eden Area ROP Transportation Sector students benefit the most from hands-on practical learning applications. The Bureau of Automotive Repair, a division of the Department of Consumer Affairs allows contracted automotive dismantlers to provide the Eden Area ROP with retired vehicles for the sole purpose of providing technical training for our students.

CURRENT SITUATION

Currently, the Eden Area ROP relies solely on donations for vehicles. This MOU would allow the opportunity to clear the current stock of retired vehicles and refresh them with different vehicles. The Eden Area ROP would incur the cost of towing to add vehicles and have them removed. There is no cost to take possession of the vehicles.

CONSENT CALENDAR

EXECUTIVE OFFICE

10949 North Mather Boulevard, Rancho Cordova, CA 95670
P (916) 403-8600 F (916) 464-3424 | www.bar.ca.gov



MEMORANDUM OF UNDERSTANDING

SECTION 1: SUMMARY

This Memorandum of Understanding (MOU) is established between the Department of Consumer Affairs, Bureau of Automotive Repair (Bureau) and the Eden Area ROP (26316 Hesperian Blvd, Hayward, CA 94545) (School). Through this MOU, the Bureau agrees to allow one of its contracted dismantlers to provide the School with vehicles that have been retired through either the Bureau's Consumer Assistance Program (CAP) or the Air Resources Board's Enhanced Fleet Modernization Program (EFMP).

The Bureau agrees to have the contracted dismantler obtain a non-revivable junk receipt from the Department of Motor Vehicles (DMV) and transfer ownership of each vehicle to the School through a zero-dollar bill of sale. The School agrees not to drive these vehicles on public roads and to use these vehicles solely for the purpose of technician training in the School's automotive repair training department. The School also agrees to return vehicles obtained through this MOU back to the contracted dismantler prior to May 31, 2025, and transfer ownership back to the dismantler through a zero-dollar bill of sale.

The goal of this agreement is to provide the School's automotive technician training program with a low-cost source of vehicles, while ensuring that CAP's emission reduction goals are met.

SECTION 2: COMMENCEMENT AND EXPIRATION DATES

The term of this MOU shall commence on the date this agreement is signed by both parties. The agreement shall remain in effect until June 30, 2025, or a shorter duration should either party decide to terminate the agreement. The party seeking to terminate the agreement must provide thirty days' notice to the other party. All vehicles must be returned to the contracted dismantler when the agreement is terminated.

SECTION 3: GENERAL PROVISIONS

- A. The School will periodically provide the Bureau with a list of the types of vehicles needed (year, make, model). The Bureau will share this list with contracted dismantlers located near the school.
- B. Once a listed vehicle is retired through CAP, the contracted dismantler will notify the Bureau and obtain a non-revivable junk receipt from the Department of Motor Vehicles.

After receiving a copy of the non-revivable junk receipt from the contracted dismantler, the Bureau will notify the School that a vehicle is ready for pick up. The School will be responsible for providing transport of the vehicle from the contracted dismantler to their facility within fifteen (15) days of notification. The School will transport the vehicle at its own expense, via car-carrier or tow truck; the vehicle shall not be driven on public roads.

In the event the School fails to arrange timely transport, the vehicle will be crushed by the contracted dismantler per its contract with the Bureau.

When the School representative arrives to transport the vehicle, the contracted dismantler will provide them with a zero-dollar bill of sale that lists the vehicle identification number.

- C. The School agrees to ensure that vehicles obtained from the Bureau through CAP or EFMP are never driven on public roads.
- D. No parts from these vehicles may be sold or transferred to other vehicles. However, the School may repair these vehicles using replacement parts, returning any defective original parts to the supplier in lieu of core charges.
- E. Prior to May 31, 2025, the School will transport the vehicle at its own expense, via car-carrier or tow truck, back to the contracted dismantler from which it was obtained. The School will transfer ownership to the contracted dismantler without compensation, using a zero-dollar bill of sale that lists the vehicle identification number.

The School must return each vehicle to the contracted dismantler in its entirety, with all original or replacement parts therefrom, including but not limited to mechanical components, electrical wiring, catalytic converter, battery, radio, audio speakers, and tires.

The vehicles may be returned to the contracted dismantler partially disassembled, provided all removed parts are returned with the chassis. The engine does not need to be operable upon return, as the vehicle will be crushed and sold as scrap metal. The School should attempt to return the radio, audio speakers, battery, and tires undamaged, as the contracted dismantler is entitled to sell those components once the vehicle is returned.

- F. The Bureau will be responsible for tracking the location and condition of these vehicles, while in the School's possession. The School agrees to allow Bureau representatives to periodically visit and verify the presence of these vehicles. The School agrees to notify the Bureau when it has returned each vehicle to the contracted dismantler.
- G. INDEMNIFICATION: The School agrees to indemnify, defend and save harmless DCA, its officers, agents, contracted dismantlers, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by School's acts or omissions in connection with School's possession, use, operation, or storage of the vehicles provided to School pursuant to this MOU.

Vehicles are provided to the School as-is. All damages arising to any person from School's possession, use, operation, or storage of the vehicles are understood to be the responsibility of School.

Approved by

Signature: _____
Blaine Torpey, Superintendent
Eden Area ROP
Community College/School District

Date: _____

To Be Completed by Bureau of Automotive Repair Personnel

Approved by:

Signature: _____
Name
Title
Bureau of Automotive Repair

Date: _____

INFORMATION ITEMS

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey Superintendent
PREPARED BY: Michelle Stephens, Pathway Coordinator
SUBJECT: DECA Update

BACKGROUND

California DECA is a Chartered Association of DECA Inc.: a 501(c)(3) not-for-profit student organization with more than 215,000 members in all 50 United States, the District of Columbia, Canada, China, Germany, Guam, Mexico, Puerto Rico and Spain. The United States Congress, the United States Department of Education and state, district and international departments of education authorize DECA's programs.

DECA was founded as "Distributive Education Clubs of America." Distributive Education was the traditional name for marketing and entrepreneurship education when DECA was first founded in 1951. In the modern era "distributive education" is no longer used and we've grown to be an international organization with thousands of members beyond the U.S. with a common mission statement: DECA prepares emerging leaders and entrepreneurs in marketing, finance, hospitality and management.

California DECA has 66 DECA chapters with over 5899 members. DECA's core values and attributes are competence, innovation, integrity and teamwork. These values are central to DECA's mission and purpose in classrooms around the world.

CURRENT SITUATION

Four Eden Area ROP/ Castro Valley High School marketing students competed in the DECA International Career Development Conference, held in Anaheim, CA, on April 27-30, 2024. Below are the four students who represented the CA State Association of DECA.

Student	Contest
Ruijia Gu	Human Resources Management Individual Roll Play Event Series
Elizabeth Gibbs	Entrepreneurship Written Event Series
Grace Tan	Accounting Application Individual Roll Play Event Series
Ava Alburo	Apparel & Accessories Marketing Individual Roll Play Event Series and Business Solutions Written Project

RECOMMENDATION

Information only



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Recognition of Staff of the Year

BACKGROUND

The Eden Area ROP has annually selected a Teacher of the Year who goes on to become our nominee for the Alameda County Office of Education Teacher of the Year. Periodically, the Eden Area ROP has chosen a Classified Staff Member of the Year.

Recognizing the outstanding efforts of our staff is an important way to build a culture and climate of dedication and appreciation.

CURRENT SITUATION

The Eden Area ROP has selected the following staff members to be recognized for their efforts on behalf of our students and staff this year.

AWARD	EMPLOYEE	TITLE
Teacher of the Year	John Peters	First Responder (EMT/Fire Science) Instructor
Classified Staff of the Year	Jennifer Aguilar	Office Support Technician
Rookie of the Year	Jose Lopez	Construction Technology Instructor

RECOMMENDATION

Information only



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

Part of the role and responsibilities of the Governing Board is to annually evaluate the performance of the Superintendent.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only



EdenAreaROP Superintendent's Evaluation Action/Timeline 2024-2025

2024
Aug

The Superintendent will present draft of 2024-2025 goals to the Governing Board in closed session.

If draft goals are completed in June, final goals will be presented for approval during open session

2024
Sept

If needed, the Superintendent will present to the Governing Board finalized goals for the 2024-2025 school year.

2025
March

Reminder to the Governing Board of notification for extension of the Superintendent's contract by March 31, 2025.

2025
Apr 15

Evaluation packet will be delivered to the Governing Board, which will include the Superintendent's job description and accomplishments towards the completion of goals.

The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.

2025
May

The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.

The Governing Board discusses the evaluation and prepares for presentation to the Superintendent.

2025
Jun

Final document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.

Employment contract is finalized and approved.

The Governing Board will give the Superintendent suggestions and input for goals for the coming year during closed session.

ACTION ITEMS



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adopted Budget for the 2024-2025 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. Additionally, the District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for Fiscal Year (FY) 2024-2025 and, based on current forecasts, for two subsequent fiscal years. Such certification is classified as positive, qualified or negative, pursuant to standards and criteria adopted by the State Board of Education.

CURRENT SITUATION

The proposed FY 2024-2025 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Governing Board. Additionally, copies are available to the public, upon request.

The FY 2024-2025 Adopted Budget was prepared and reviewed in accordance with all state and adopted criteria and standards in line with the Governor's new budget Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibilities to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the FY 2024-2025 Adopted Budget as positive. The FY 2024-2025 Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current FY and two subsequent FYs. Lastly, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2024-2025 fiscal year.



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the 2024-2025 High School Student Calendar

BACKGROUND

Each year the Eden Area ROP develops a school calendar based upon the calendars of the four districts it serves.

CURRENT SITUATION

Currently, three of our four member school districts have adopted school calendars and one has a tentative calendar posted pending Board approval. The attached Eden Area ROP high school student calendar is being presented that best coincides with the districts' calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2024-2025 high school student calendar.

EdenAreaROP

2024-2025 HIGH SCHOOL STUDENT CALENDAR

DRAFT

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	*4	5				1	2	*2	3	4	5	6		1	2	3	4
8	9	10	11	12						9	10	11	12	13		7	8	9	10
15	16	17	18	19						16	17	18	19	20		*14	15	16	17
22	23	24	25	26						23	24	25	26	27		21	22	23	24
29	30	31								30						28	29	30	31
0					13					20					22				
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	2	3	4	5	6			*1	2	3	3	4	5	6	7
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10	10	11	12	13	14
*11	12	13	14	15	16	17	18	19	20	13	14	15	16	17	*17	18	19	20	*21
18	19	20	21	22	23	*24	*25	26	27	*20	21	22	23	24	24	25	26	27	28
25	26	27	*28	*29	30	31				27	28	29	30	31					
14					14					19					15				
MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7		1	2	3	4				1	2	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	12	13	14	15	16	16	17	18	*19	20
24	25	26	27	28	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
*31					28	29	30			*26	27	28	29	30	30				
20					18					21					4				

IMPORTANT DATES

July 4, 2024	Independence Day*
August 9, 2024	Teacher Work Day
No 10 month classified	
August 12, 2024	Professional Development
August 13, 2024	Professional Development
August 14, 2024	First Day of School
September 2, 2024	Labor Day*
October 14, 2024	Indigenous Peoples' Day*
November 1, 2024	Professional Development
November 11, 2024	Veterans Day*
November 25-29, 2024	Thanksgiving Break
No students, instructors, 10 month classified, 11 month classified & career counselor. November 28-29, Thanksgiving Holiday*	
December 19, 2024	End of 1st Semester
December 20, 2024	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 23-January 3	Winter Break
January 20, 2025	Martin Luther King Jr. Day*
February 17-21, 2025	President's Week Break
No students, instructors, 10 month classified & career counselor. February 17 (Lincoln's Birthday) & February 21 (President's Day) Holidays*	
March 31, 2025	Cesar Chavez Day*
April 1-4, 2025	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 26, 2025	Memorial Day*
June 5, 2025	Last Day of School
June 6, 2025	Teacher Work Day
No students & 10 month classified	
June 19, 2025	Juneteenth*

*Holidays

	Holidays/Breaks/Non-Instructional Day
	First/Last Day of School/End of Semester
	Professional Development (PD)/Teacher Work Day (TWD)

DISTRICTS' FIRST DAY OF CLASS

August 7, 2024	Castro Valley USD
TBD	Hayward USD
August 14, 2024	San Leandro USD
August 14, 2024	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 30, 2025	Castro Valley USD
TBD	Hayward USD
June 5, 2025	San Leandro USD
June 4, 2025	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction

Number of instructional days in a month are in the shaded gray boxes.

EMPLOYEE WORK CALENDAR

August 9, 2024-June 6, 2025	10 Month Certificated
Days Off: All holidays, all breaks & December 20	
August 5, 2024-June 16, 2025	Career Counselor
Days Off: All holidays, all breaks & December 20	
August 12, 2024-June 5, 2025	10 Month Classified
Days Off: All holidays, all breaks, August 9, December 20 & June 6	
July 30, 2024-June 30, 2025	11 Month Classified
Days Off: All holidays, Thanksgiving Break, Winter Break & Spring Break	
July 1, 2024-June 30, 2025	12 Month Classified
Days Off: All holidays & Winter Break	

Accredited by the Western Association of Schools and Colleges

Governing Board Approved: TBD



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2024-2025 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meetings are held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2025 and make any necessary changes to accommodate the annual schedule.

There are a few potential conflicts for the 2024-2025 schedule. Staff will offer options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2024-2025 school year.

M E M O

Date: June 7, 2024
To: Eden Area ROP Governing Board Members
From: Blaine Torpey, Superintendent
Re: 2024-2025 Governing Board Meeting Dates

There are several potential conflicts with the 2024-2025 Governing Board meeting schedule. Below are options to resolve these conflicts. Staff has confirmed the proposed dates do not overlap with scheduled partner districts' Board meetings.

AUGUST MEETING:

The first Thursday of August is August 1st, however, due to a scheduling conflict with the Superintendent the Eden Area ROP staff suggests moving the August Board meeting to the second Thursday of the month. The Eden Area ROP staff is suggesting the following option:

1. Thursday, August 8, 2024 at 5:45 pm

District Meetings in August:

San Leandro	Tuesdays	6
San Lorenzo	Tuesdays	6, 20
Hayward	Wednesdays	28
Castro Valley	Wednesdays	14, 28

OCTOBER MEETING:

ACOE historically holds their Annual Teacher of the Year Awards Night on the 1st Thursday of the month of October. This year that would be on Thursday, October 3, 2024. This event has typically been programmed for 6:30 pm at the Castro Valley Center for the Arts at Castro Valley High School. This will conflict with our October meeting and the Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time, on Thursday, October 3, 2024
2. Change the time of the meeting to 5:00 pm on Thursday, October 3, 2024
3. Change the date to Wednesday, October 2, 2024 at 5:45 pm
4. Change the date to Friday, October 4, 2024 at 5:45 pm

District Meetings in October:

San Leandro	Tuesdays	8
San Lorenzo	Tuesdays	1, 15
Hayward	Wednesdays	9, 23
Castro Valley	Wednesdays	9, 23

DECEMBER MEETING:

CSBA will be holding their Annual Education Conference Thursday, December 5, 2024 through Saturday, December 7, 2024 in Anaheim, CA. This will conflict with our December meeting if Governing Board members are planning on attending the conference. The Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time on December 5, 2024 at 5:45 pm
2. Change the date to Monday, December 9, 2024 at 5:45 pm
3. Change the date to Thursday, December 12, 2024 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	10
San Lorenzo	Tuesdays	3, 17
Hayward	Wednesdays	11
Castro Valley	Wednesdays	11

APRIL MEETING:

The Eden Area ROP, along with three of the four school districts will be on Spring Break March 31, 2025 through April 4, 2025. The first Thursday of the month will be on April 3, 2024. The Eden Area ROP is requesting that the April Governing Board meeting be held the second week of April on Thursday, April 10, 2025. The Eden Area ROP staff is suggesting the following option:

1. Thursday, April 10, 2025 at 5:45 pm

District Meetings in April:

San Leandro	Tuesdays	15, 29
San Lorenzo	Tuesdays	1
Hayward	Wednesdays	16
Castro Valley	Wednesdays	9, 23

District Spring Break:

San Leandro	Monday-Friday	3/31-4/4
San Lorenzo	Monday-Friday	4/14-4/18
Hayward	Friday-Friday	3/28-4/4 TENTATIVE
Castro Valley	Monday-Friday	3/31-4/4
ROP	Monday-Friday	3/31-4/4

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. In 2025, the last day for San Leandro High School is Thursday, June 5, 2025 and will conflict with our June Board meeting. The Eden Area ROP is requesting that the June Board meeting be held the next day on Friday, June 6, 2025. This date would be in alignment with what we have done in previous years. The Eden Area ROP staff is suggesting the following options:

1. Friday, June 6, 2025 at 5:00 pm
2. Friday, June 6, 2025 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	5/30
San Lorenzo	Wednesday	6/4
San Leandro	Thursday	6/5
Hayward	Friday	6/6 TENTATIVE

District Meetings in June:

San Leandro	Tuesdays	10, 17
San Lorenzo	Tuesdays	3, 17
Hayward	Wednesdays	11, 25
Castro Valley	Wednesdays	11, 25

EdenAreaROP **GOVERNING BOARD MEETING DATES 2024-2025**

The Eden Area ROP Governing Board meets the first Thursday of every month (with the exception of January and July) and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A or virtually via Zoom, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd, Hayward, CA 94545. The following dates have been scheduled for 2024-2025:

July 2024	No Meeting Scheduled
August 2024	TBD by the Governing Board
September 5, 2024	
October 2024	TBD by the Governing Board
November 7, 2024	
December 2024	TBD by the Governing Board
January 2024	No Meeting Scheduled
February 6, 2025	
March 6, 2025	
April 2025	TBD by the Governing Board
May 1, 2025	
June 2025	TBD by the Governing Board

Governing Board Terms

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

2024 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
James Aguilar	President	San Leandro	1/23-12/24	1/2025
Penny Peck	Vice-President	San Lorenzo	1/24-12/25	1/2026
Gary Howard	Member	Castro Valley	1/23-12/24	1/2025
Peter Bufete	Member	Hayward	1/24-12/25	1/2026

2025 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
TBD	TBD	San Leandro	1/25-12/26	1/2027
Penny Peck	TBD	San Lorenzo	1/24-12/25	1/2026
TBD	TBD	Castro Valley	1/25-12/26	1/2027
Peter Bufete	TBD	Hayward	1/24-12/25	1/2026



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Elimination of the Registered Dental Assisting Program Coordinator Position

BACKGROUND

Over the years, the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities.

CURRENT SITUATION

To enhance cost-effectiveness and foster greater efficiency and productivity within Adult Programs, we have eliminated a position. Since the Eden Area ROP is no longer offering the Registered Dental Assisting program in its previously approved format, the role of Registered Dental Assisting Program Coordinator is no longer required. The responsibilities for certification compliance have now been assumed by our dental instructors.

Position Eliminated

Registered Dental Assisting Program Coordinator 1.0 FTE

CONSENT CALENDAR

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to Approve the Revised Job Descriptions for the TOSA-Pathway Coordinator, Medical Careers Instructor and Public Relations & Student Activities Specialist

BACKGROUND

Job Descriptions for all positions are maintained by the Human Resources Administrator. To ensure that the positions remain current, job descriptions are periodically reviewed and updated, if needed.

CURRENT SITUATION

The Human Resources Administrator reviewed the following Board approved job descriptions. The supervising administrator has provided updates to the job descriptions based on current responsibilities and requirements. These suggestions were given to the Human Resources Administrator and integrated into the current job descriptions for recommendation to the Board for approval.

Job Description Revision Only

TOSA-Pathway Coordinator

Job Description Revision & Title Change

Medical Careers Instructor

Public Relations & Student Activities Specialist

RECOMMENDATION

It is recommended that the Governing Board approve the revised job descriptions for the TOSA-Pathway Coordinator, Medical Careers Instructor, and Public Relations & Student Activities Specialist.

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Pathway Coordinator (TOSA)	Reports to:	Educational Services Administrator
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

The Pathway Coordinator supports the development, maintenance, and refinement of EAROP CTE Pathways. This includes curriculum development and alignment. The Pathway Coordinator oversees outcomes related to grant programs and initiatives with a specific focus on partner LEAs and Chabot College. The Pathway Coordinator supports the management of grant reporting, compliance, and partner LEA communication.

Duties and Responsibilities:

- Assist the Educational Services administration in the development of Career Technical Education (CTE) programs aligned to the 11 elements of a high quality CTE program
- Manage the Pathway Profiles for each of the Eden Area ROP CTE instructors in the Ed Services Sharepoint site
- Manage Articulation Agreements/Dual Enrollment processes, A-G approval support for courses, and Honors Designation applications
- Oversee and ensure that Career and Technical Education Management Application (CATEMA) is being used and updated
- Develop, facilitate, and participate in meetings, workshops, and seminars for the purpose of conveying and/or gathering information required to perform functions of Career Technical Education Incentive Grant (CTEIG), Strong WorkForce Program (SWP) and other grant funded programs
- Communicate on an ongoing basis with district partners to ensure timelines and due dates are met for Strong Workforce Program (SWP) invoice reporting
- Facilitate meetings with CTE LEAs and create monthly agendas and presentations for Dream Team Meetings
- Monitor deliverables and compliance in accordance with the Bay Area Community College Consortium (BACCC) and the Eden Area ROP Educational Services Department
- Coordinate and oversee CTEIG, SWP and other grant funded programs (e.g. evaluations, budget, finance, reports, etc.) for the purpose of ensuring compliance with guidelines
- Develop effective relationships with staff and district partners to ensure success of programs
- Represent the Eden Area ROP and partner districts interests at Bay Area Community College Consortium bi-weekly meetings
- Act as point of contact for community colleges
- Direct the preparation of various statistical reports including program enrollment, student information and pathway data
- Visit sites and classrooms related to grant goals and objectives
- Oversee and participate in the promotion of the Eden Area ROP with public entities and agencies
- Lead and engage staff in addressing student needs and providing high quality teaching and learning
- Communicates regularly with educational services to discuss ways to most effectively assist curriculum, instruction and professional learning needs
- Monitor and review legal requirements and compliance related to programs and districts
- Establish and maintain clear communication and cooperative working relationships with staff, local school districts, regional and state administrators and other agencies through workshops, conferences, presentations, and site visitations

JOB DESCRIPTION

- Assist with the planning and directing of communication of program information to students, staff, district, and community partners
- Ensure compliance of district information and CTE data submissions into CalPADS and CalPASS plus
- Present concepts, status, and information to a variety of groups (e.g. funding requests, grant applications etc.) for the purpose of gaining the required administrative approval
- Responsible for classroom backup/coverage when necessary
- Assist Educational Services administrators with all events
- Coordinate and facilitate district CTE curriculum meetings
- Oversee grant programs budgets
- Make presentations to the Governing Board as needed
- Other duties as assigned

Employment Type:	Full Time	Employment Category:	Certificated
Work Year:	185 work days	Days/Hours:	Monday-Friday 8:00am-4:00pm

Position Qualifications

Knowledge:

- Career Technical Education pathways and Eden Area ROP programs
- Public school curriculum
- Community organizations
- Public and private funding sources
- Eden Area ROP practices and procedures, Eden Area ROP mission, goals and policies
- Operational and instructional principles of CTE/adult programs including work-based learning

Abilities:

- Demonstrate positive leadership and management skills
- Effective communication with students, staff and community
- Collaborate and maintain effective working relationships with self-directed decision-making ability
- Provide strong leadership with high personal/professional integrity
- Network, build strong partnerships and coordinate with district administrators, state level organizations, local legislators, City Councils, service clubs and Chambers of Commerce

Soft Skills:

- Trustworthiness; maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

Bachelor's degree preferred

Experience:

- Three (3) years experience in a public school environment
- Successful teaching and leadership experience, preferably in a ROP with similar structure and demographics

Certifications/Credentials:

- Basic Driver License

JOB DESCRIPTION

- Possess or qualify for a Career Technical Education Credential in relevant field

Salary Schedule Placement:	Salary Placement Based on Education and Experience	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

CORE Values:

We believe in the Eden Area ROP.

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Pathway Coordinator	Reports to:	Director of Educational Services
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Oversee the outcomes identified in the Strong Workforce Program (SWP) for LEAs within the Chabot College service area. Manage, develop, and support the implementation of the SWP grants in accordance with the Bay Area Community College Consortium (BACCC) and the Eden Area ROP Educational Services Department.

Duties and Responsibilities:

- Develop, facilitate, and participate in meetings, workshops, and seminars for the purpose of conveying and/or gathering information required to perform functions of Career Technical Education Incentive Grant (CTEIG), Strong WorkForce Program (SWP) and other grant funded programs
- Coordinate and oversee CTEIG, SWP and other grant funded programs (e.g. evaluations, budget, finance, reports, etc.) for the purpose of ensuring compliance with funder guidelines
- Develop effective relationships with staff and district partners to ensure success of programs
- Assist the Educational Services administration in the development of Career Technical Education (CTE) programs aligned to the 11 elements of a high quality CTE program
- Represent the Eden Area ROP and partner districts interests at Bay Area Community College Consortium meetings
- Articulation/dual enrollment and A-G approval support for sectors
- Oversee and ensure that Career and Technical Education Management Application (CATEMA) is being used and updated
- Advocate for career pathways and academies and pursue A-G approval
- Act as point of contact for community colleges
- Direct the preparation of various statistical reports including program enrollment, student information and pathway data
- Visit sites and classrooms related to grants goals and objectives
- Oversee and participate in the promotion of the Eden Area ROP with public entities and agencies
- Lead and engage staff in addressing student needs and providing high quality teaching and learning
- Communicates regularly with educational services to discuss ways to most effectively assist curriculum, instruction and professional learning needs
- Monitor and review legal requirements and compliance related to programs and districts
- Establish and maintain clear communication and cooperative working relationships with staff, local school districts, regional and state administrators and other agencies through workshops, conferences, presentations, and site visitations
- Assist with the planning and directing of communication of program information to students, staff, district, and community partners
- Ensure compliance of district information and data submissions into CalPADS and CalPASS plus
- Collaborate with a variety of parties for the purpose of securing funding to maintain and enhance services and programs.
- Present concepts, status, and information to a variety of groups (e.g. funding requests, grant applications etc.) for the purpose of gaining the required administrative approval

JOB DESCRIPTION

- Work with instructional staff to assist them with promotional activities and communications
- Responsible for classroom backup/coverage when necessary
- Plan and conduct staff meetings and department meetings
- Supervised and evaluated by Director of Educational Services (joint evaluation with Superintendent)
- Assist Educational Services administrators with all events
- Coordinate and facilitate district curriculum meetings
- Oversee grant programs budgets
- Events: Business Partner of the Year, Health Fair and Manufacturing Day
- Make presentations to the Governing Board as needed
- Other duties as assigned

Employment Type:	Full Time	Employment Category:	Certificated
Work Year:	185 work days	Days/Hours:	Monday-Friday 8:00am-4:00pm

Position Qualifications

Knowledge:

- Career Technical Education pathways and Eden Area ROP programs
- Public school curriculum
- Community organizations
- Public and private funding sources
- Eden Area ROP practices and procedures, Eden Area ROP mission, goals and policies
- Operational and instructional principles of CTE/adult programs including work-based learning

Abilities:

- Demonstrate positive leadership and management skills.
- Effective communication with students, staff and community.
- Collaborate and maintain effective working relationships with self-directed decision-making ability.
- Provide strong leadership with high personal/professional integrity.
- Network, build strong partnerships and coordinate with district administrators, state level organizations, local legislators, City Councils, service clubs and Chambers of Commerce.

Soft Skills:

- Trustworthiness; maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Master's Degree in educational administration from an accredited institution and has evidence of continuous professional growth preferred

Experience:

- Three (3) years experience in a public school environment
- Successful teaching and leadership experience, preferably in a ROP with similar structure and demographics

Certifications/Credentials:

JOB DESCRIPTION

<ul style="list-style-type: none"> • Basic Driver License • Possess or qualify for a Career Technical Education Credential in relevant field 			
Salary Schedule Placement:	Salary Placement Based on Education and Experience	Annual Benefits:	<ul style="list-style-type: none"> • \$11,621.16 *Mandatory Vision & Dental deducted • Educational Stipend
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	March 4, 2021
<p>CORE Values: We believe in the Eden Area ROP.</p> <p>Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.</p> <p>Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.</p> <p>Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.</p> <p>Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.</p> <p>Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.</p>			

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Medical Careers Instructor	Reports to:	Educational Services Administrator
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Under the supervision of the Principal or designee, provide all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Able to organize subject matter for student learning
- Report grades and attendance by due date
- Instruct and prepare students for entry-level jobs or continued education in the Health Careers industry
- Prepare students for internship, assess ability to determine student eligibility to work in a medical office setting (professionalism, site requirements, etc.) and provide student supervision at work sites
- Develop an ongoing Industry Advisory Committee
- Responsible for all aspects of student supervision, motivation and program compliance
- Responsible for classroom management
- Create and maintain effective environments for student learning
- Able to plan instruction and design learning experiences supportive of all students
- Continue professional development in specific subject matter as well as teaching profession
- Establish a system that shows pupil progress toward established standards.
- Adhere to established course outline
- Create teaching materials, tests, presentations, etc. based on course outline objectives
- Work collaboratively and respectfully with all members of the Medical Careers Program
- Keep appropriate records, make reports as required according to timelines.
- Participate in in-service activities, meetings and staff conferences.
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.
- Ability to follow course outline & teach all areas of front and back office curriculum
- Teach skills- lab and clinical rotations at a variety of times and locations in response to program needs
- Ensure students are practice ready and meeting all state regulations for certification prior to end of program
- Make continuous efforts to improve quality of instruction by reviewing and utilizing different and innovative methodologies / techniques in teaching
- Continually seek out educational opportunities for students in the clinical setting that will enhance their learning experience
- Update and maintain student files as they relate to clinical requirements, immunizations, and educational requirements.
- Complete ongoing evaluations of students to measure their progress in achieving curriculum and course objectives.
- Maintain student records of attendance, grades, and assist with program data collection, and skills check lists as required by state regulations.

JOB DESCRIPTION

- Submit required program reports and forms to Educational Services Administrator in a timely manner
- Other duties as assigned by the Educational Services Administrator

Employment Type:	Full-Time	Employment Category:	Certificated
Work Year:	10-month (185 workdays)	Days/Hours:	Monday-Friday 7:45am-4:00pm

Position Qualifications

Knowledge:

- Proficient with all Microsoft applications to manage daily tasks, specifically Microsoft Word, Excel, Outlook and PowerPoint
- Current Medical Assisting (Administrative & Clinical) concepts and skills
- Basic teaching strategies and classroom management
- Basic Knowledge of Anatomy & Physiology, Administrative Medical Assisting Skills, Nutrition, Medical Terminology, Medical Law & Ethics, and HIPAA
- Communication, Professionalism, Career Exploration/Specialties

Abilities:

- Perform in an independent, self-directed manner and present a professional, positive representation of the Eden Area ROP
- Communicate effectively and professionally both verbally and in writing
- Effective and professional written and verbal communication to develop health education materials and proposals to develop programs and apply for funding via grants/scholarships
- Ability to speak in public, lead programs and teach classes
- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy
- Efficient time management
- Close attention to detail; input data accurately
- Work well and collaboratively with a wide range of high school students
- Adapt easily to industry, educational and organizational changes
- Manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor's Degree desired

Experience:

- Minimum of three (3) years' work experience in the Medical Careers field one (1) of which must have been within the last three (3) years.
- Must have (3) years verifiable work experience directly related to the Medical Careers field

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field

JOB DESCRIPTION

(To qualify for a CTE credential, you must have a minimum of three (3) years' work experience in the Medical Careers or related field, one (1) of which must have been within the last three (3) years. One year equals a minimum of 1000 clock hours and the experience may be full-time or part-time, paid or unpaid.)

- Basic Driver License

Additional Requirements:

- Private transportation

Salary Schedule Placement:	Based on experience and education	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation and funding for the position	Governing Board Approved	Pending

CORE Values:

We believe in the Eden Area ROP.

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Health Careers Instructor	Reports to:	Director/Designee
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Job Purpose:

Under the supervision of the Director or designee, provide for all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Able to organize subject matter for student learning
- Report grades and attendance
- Instruct and prepare students for entry-level jobs or continued education in the Health Careers industry
- Develop workplace learning sites and training plans
- Provide supervision at the work sites
- Develop an ongoing Industry Advisory Committee
- Responsible for all aspects of student supervision, motivation and program compliance
- Responsible for classroom management
- Create and maintain effective environments for student learning
- Able to plan instruction and design learning experiences supportive of all student
- Continue professional development in specific subject matter as well as teaching profession
- Perform other duties as assigned

Job Location:	Hayward Center	Department:	Health & Service Occupations
Employment Type:	Full-time	Employment Category:	Certificated
Work Year:	10 month (183 work days)	Days/Hours:	Monday-Friday 7:45 am-4:00 pm
Salary Schedule Placement:	TBD	Annual Salary:	Based on experience and education
Annual Benefits:	Benefit allowance Included in salary	Governing Board Approved	January 8, 2004

Skills:

Knowledge of:

Current Health Careers concepts and skills, basic teaching strategies and classroom management.

Abilities:

Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

JOB DESCRIPTION

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the teacher's responsibilities
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Training and Experience:

Minimum five (5) years work experience in the Health Careers field, one (1) of which must have been within the last three (3) years.

Credential Required:	Possess or qualify for a Career Technical Education Credential in relevant field		
Education:	Bachelor of Arts or Science degree strongly preferred.	Additional Requirements:	<ul style="list-style-type: none"> • Basic Drivers License • Basic Skills Test

Terms of Employment :

Year to year based on conditions listed in the Offer of Certificated Employment.

CORE Values:

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Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Public Relations & Student Activities Specialist	Reports to:	Educational Services Administrator
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Perform all aspects of marketing and promotion of the Eden Area ROP through appropriate advertising, public relations and community activities. These events and activities are designed to increase community awareness and promote a positive program image.

Duties and Responsibilities:

- Promote Eden Area ROP program to a variety of audiences, including high school students, middle school students and adults seeking to expand skills, learn new skills or change occupations
- Coordinate opportunities for high school and middle school students to become familiar with the opportunities available at the Hayward Center, which include Sophomore Tours, Eden Area ROP Showcase and other activities as appropriate
- Create and update marquees at high school sites and the Eden Area ROP center lobby
- Communicate with career techs and guidance counselors at high school sites regarding Eden Area ROP recruitment and program promotion
- Communicate with Alternative Programs regarding Eden Area ROP recruitment and program promotion
- Maintain a record of student photo releases
- Update & maintain social media platforms (Facebook, Instagram, TikTok etc.)
- Monitor all social media platforms associated with the Eden Area ROP to ensure they are following social media policies
- Facilitate meetings with Career Techs and collaborate on events
- Perform in an independent, self-directed manner and present a professional, positive representation of the Eden Area ROP
- Disseminate information to students at high school sites regarding Eden Area ROP recruitment and program promotion
- Maintain Eden Area ROP website and work with district webmasters to update Eden Area ROP site pages
- Market Eden Area ROP to stakeholders
- Represent Eden Area ROP at high schools, weekend events and evening community events such as career fairs, college fairs and Back to School Nights
- Assist with activities including Principals Breakfast, Counselor Luncheons, teachers meetings, Student of the Month, and Student of the Year Awards
- Lead and train a group of student ambassadors to organize events that promote school spirit, raise funds for student related events and clubs, build public relation skills, and lead school tours
- Create a campaign to promote Career Technical Education month celebrated in February
- Assist with all marketing strategies, including creation of brochures and marketing documents
- Answer phone and email inquiries to disseminate information regarding Eden Area ROP programs
- Perform other duties as needed

Employment Type:	Full Time	Employment Category:	Classified
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JOB DESCRIPTION

Work Year:	10-month (183 workdays) *10 paid holidays	Days/Hours:	Monday-Friday 7:30am-4:00pm *some weekends & evenings required
Position Qualifications			
<p>Knowledge:</p> <ul style="list-style-type: none"> Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, Adobe Illustrator, Canva, poster printer and online navigation Website maintenance Graphic design Social media etiquette and content creation <p>Abilities:</p> <ul style="list-style-type: none"> Communicate effectively and professionally both verbally and in writing Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy Comfortable with public speaking Efficient time management Close attention to detail; input data accurately <p>Soft Skills:</p> <ul style="list-style-type: none"> Trustworthiness Maintain confidentiality of privileged and sensitive information Strong, consistent work ethic; must be punctual and reliable Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community Self-starter and resourceful Work independently and with frequent interruptions; work with a minimum of supervision Problem solver; able to resolve problems quickly and professionally Extremely organized and successfully meeting deadlines <p>Education:</p> <ul style="list-style-type: none"> Equivalent of the completion of high school Bachelor's degree preferred <p>Experience:</p> <ul style="list-style-type: none"> Previous experience working in a school setting Previous marketing and/or public relations experience desired Website experience desired <p>Certifications/Credentials:</p> <ul style="list-style-type: none"> Basic Driver License <p>Additional Requirements:</p> <ul style="list-style-type: none"> Pass Basic Skills Test Private transportation Bilingual (Spanish) desired 			
Salary Schedule Placement:	B1	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

JOB DESCRIPTION

CORE Values:

We believe in the Eden Area ROP.

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Website & Marketing Specialist	Reports to:	Principal
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Perform all aspects of marketing and promotion of the Eden Area ROP through appropriate advertising, public relations and community activities. These events and activities are designed to increase community awareness and promote a positive program image.

Duties and Responsibilities:

- Promote ROP program to a variety of audiences, including high school students, middle school students and adults seeking to expand skills, learn new skills or change occupations
- Coordinate opportunities for high school and middle school students to become familiar with the opportunities available at the Hayward Center, which include Sophomore Tours, ROP Showcase and other activities as appropriate
- Communicate with guidance counselors at high school sites regarding ROP recruitment and program promotion
- Create and update marquees at high school sites
- Communicate with career techs at high school sites regarding ROP recruitment and program promotion
- Coordinate orientations at high schools, ROP Center and other sites as needed
- Communicate with Alternative Programs regarding ROP recruitment and program promotion
- Update & maintain social media platforms (Facebook, twitter Instagram, etc.)
- Facilitate monthly meetings at all high schools with Career Techs and collaborate on events
- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Disseminate information to students at high school sites regarding ROP recruitment and program promotion
- Maintain EAROP website
- Market ROP to stakeholders
- Represent ROP at high schools and evening community events such as career fairs, college fairs and back to school nights
- Assist with activities including principals breakfast, counselor luncheons, teachers meetings and student of the year awards
- Assist Career Counselor with Student of the Month and Student of the Year activities
- Coordinate student ambassador activities and training for sophomore tours
- Assist with all marketing strategies, including creation of brochures and marketing documents
- Answer phone inquiries and disseminate information regarding ROP programs
- Perform other duties as needed

Employment Type:	Full Time	Employment Category:	Classified
Work Year:	10 month (183 work days) *10 paid holidays	Days/Hours:	Monday-Friday 7:30am-4:00pm

Position Qualifications

JOB DESCRIPTION

Knowledge:

- Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, Adobe Illustrator, Canva, poster printer and online navigation
- Website maintenance
- Graphic design
- Social media etiquette

Abilities:

- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Communicate effectively and professionally both verbally and in writing
- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy
- Skilled at multi-tasking
- Comfortable with public speaking
- Efficient time management
- Close attention to detail; input data accurately

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Self-starter and resourceful
- Work independently and with frequent interruptions; work with a minimum of supervision
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Equivalent of the completion of high school
- Bachelor's degree preferred

Experience:

- Previous experience working in a school setting
- Previous marketing and/or public relations experience desired
- Website experience desired

Certifications/Credentials:

- Basic Driver License

Additional Requirements:

- Pass Basic Skills Test
- Private transportation
- Bilingual (Spanish) desired

Salary Schedule Placement:	B1	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	June 4, 2021

CORE Values:

We believe in the Eden Area ROP.

JOB DESCRIPTION

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Zero Emission Vehicle Instructor Position and Job Description

BACKGROUND

Over the years, the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities. Since the elimination of direct state funding for ROPs and the advent of the Career Pathways Trust, the delivery of Career Technical Education has changed. While these changes have positively impacted student outcomes, they required the Eden Area ROP to consistently adjust staffing, structures, and job duties.

CURRENT SITUATION

To enhance and diversify our course offerings, while aligning them with current workforce demands, market trends, and industry shifts that ensure students achieve viable employment, the Eden Area ROP has introduced the Zero Emission Vehicle Training program. This strategic addition aims to equip students with the specialized skills and knowledge necessary to thrive in the evolving automotive sector, particularly in the context of sustainable and environmentally friendly technologies.

RECOMMENDATION

It is recommended that the Governing Board approve the Zero Emission Vehicle Instructor position and job description.

JOB DESCRIPTION

Mission Statement:

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

Job Title:	Zero Emissions Vehicle Instructor	Reports to:	Educational Services Administrator
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Under the supervision of the Principal or designee, support the development of a new CTE Pathway including development of curriculum, instructional strategies, pathway development, advising facilities changes, purchasing equipment and instructional materials, educational and industry partnership development, student outreach and recruitment, and provide all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Able to organize subject matter for student learning
- Report grades and attendance
- Instruct and prepare students for entry-level jobs or continued education in the Zero Emissions Vehicle industry
- Develop workplace learning sites and training plans
- Provide supervision at the work sites
- Develop an ongoing Industry Advisory Committee
- Responsible for all aspects of student supervision, motivation and program compliance
- Responsible for classroom management
- Create and maintain effective environments for student learning
- Able to plan instruction and design learning experiences supportive of all student
- Continue professional development in specific subject matter as well as teaching profession
- Perform other duties as assigned

Employment Type:	Full-Time	Employment Category:	Certificated
Work Year:	10-month (185 workdays)	Days/Hours:	Monday-Friday 7:45 am-4:00 pm

Position Qualifications

Knowledge of:

- Current Zero Emission Vehicle Technology concepts and skills
- Proficient with all Microsoft applications to manage daily tasks, specifically Microsoft Word, Excel, Outlook and PowerPoint
- Basic teaching strategies and classroom management

Abilities:

- Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines
- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum

JOB DESCRIPTION

- Establish and maintain a suitable learning environment, within the scope of the teacher's responsibilities
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor's Degree preferred

Training and Experience:

- Minimum of three (3) years' work experience in the Zero Emission Vehicle field, one (1) of which must have been within the last three (3) years

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field (To qualify for a CTE credential, you must have a minimum of three (3) years' work experience in the Zero Emission Vehicle or related field, one (1) of which must have been within the last three (3) years. One year equals a minimum of 1000 clock hours and the experience may be full-time or part-time, paid or unpaid.)
- Basic Driver License

Salary Schedule Placement:	Based on experience and education	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation and funding for the position.	Governing Board Approved	Pending

CORE Values:

We believe in the Eden Area ROP.

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

JOB DESCRIPTION

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Revised Salary Schedule (Chart 1)

BACKGROUND

Over the years the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities. Since the elimination of direct state funding for ROP's and the advent of the Career Pathways Trust, the delivery of Career Technical Education has changed. While these changes have positively impacted student outcomes, they require the Eden Area ROP to consistently adjust staffing structures, job duties and job titles.

CURRENT SITUATION

The title for our Public Relations & Student Activities Specialist position has been updated and is now reflected in the revised version of Chart 1 of the salary schedule, which is being submitted for board approval. The following revised salary schedule is being presented for your approval to be effective June 7, 2024:

- Salary Scale Chart 1: Classified Employees

RECOMMENDATION

It is recommended that the Governing Board approve the Revised Salary Schedule (Chart 1).

Salary Scale Chart 1

CLASSIFIED EMPLOYEES

2024-2025

Effective: June 7, 2024

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Public Relations & Student Activities Specialist
B3	12 months	Confidential	Executive Assistant
B4	12 months		Administrative Assistant
B5	12 months		Registrar (Y-Rate)
C1	10 months		Student Support Services Technician
C3	12 months		Office Support Technician
C3	12 months	Confidential	Accounting Technician
C3	12 months		Registrar
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2	12 months		Security-Grounds Officer
F	10 months		Instructional Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
B1	H	\$31.20	\$32.44	\$33.77	\$35.15	\$36.59	\$38.13	\$39.69	\$41.36	\$43.13	\$44.95
	M	\$4,516.20	\$4,695.69	\$4,888.21	\$5,087.96	\$5,296.40	\$5,519.32	\$5,745.13	\$5,986.86	\$6,243.07	\$6,506.51
	A	\$45,162.00	\$46,956.90	\$48,882.08	\$50,879.63	\$52,964.03	\$55,193.18	\$57,451.28	\$59,868.60	\$62,430.68	\$65,065.13
B3	H	\$31.20	\$32.44	\$33.77	\$35.15	\$36.59	\$38.13	\$39.69	\$41.36	\$43.13	\$44.95
	M	\$5,070.00	\$5,271.50	\$5,487.63	\$5,711.88	\$5,945.88	\$6,196.13	\$6,449.63	\$6,721.00	\$7,008.63	\$7,304.38
	A	\$60,840.00	\$63,258.00	\$65,851.50	\$68,542.50	\$71,350.50	\$74,353.50	\$77,395.50	\$80,652.00	\$84,103.50	\$87,652.50
B4	H	\$32.76	\$34.06	\$35.46	\$36.91	\$38.42	\$40.04	\$41.67	\$43.43	\$45.29	\$47.20
	M	\$5,323.50	\$5,534.75	\$5,762.25	\$5,997.88	\$6,243.25	\$6,506.50	\$6,771.38	\$7,057.38	\$7,359.63	\$7,670.00
	A	\$63,882.00	\$66,417.00	\$69,147.00	\$71,974.50	\$74,919.00	\$78,078.00	\$81,256.50	\$84,688.50	\$88,315.50	\$92,040.00

S	C	1	2	3	4	5	6	7	8	9	10
B5	H	\$32.76	\$34.06	\$35.46	\$36.91	\$38.42	\$40.04	\$41.67	\$43.43	\$45.29	\$47.20
	M	\$5,323.50	\$5,534.75	\$5,762.25	\$5,997.88	\$6,243.25	\$6,506.50	\$6,771.38	\$7,057.38	\$7,359.63	\$7,670.00
	A	\$63,882.00	\$66,417.00	\$69,147.00	\$71,974.50	\$74,919.00	\$78,078.00	\$81,256.50	\$84,688.50	\$88,315.50	\$92,040.00
C1	H	\$28.98	\$30.11	\$31.32	\$32.57	\$33.89	\$35.27	\$36.70	\$38.21	\$39.82	\$41.64
	M	\$3,813.50	\$3,962.20	\$4,121.43	\$4,285.92	\$4,459.62	\$4,641.21	\$4,829.39	\$5,028.09	\$5,239.95	\$5,479.45
	A	\$41,948.55	\$43,584.23	\$45,335.70	\$47,145.08	\$49,055.78	\$51,053.33	\$53,123.25	\$55,308.98	\$57,639.45	\$60,273.90
C3	H	\$28.98	\$30.11	\$31.32	\$32.57	\$33.89	\$35.27	\$36.70	\$38.21	\$39.82	\$41.64
	M	\$4,709.25	\$4,892.88	\$5,089.50	\$5,292.63	\$5,507.13	\$5,731.38	\$5,963.75	\$6,209.13	\$6,470.75	\$6,766.50
	A	\$56,511.00	\$58,714.50	\$61,074.00	\$63,511.50	\$66,085.50	\$68,776.50	\$71,565.00	\$74,509.50	\$77,649.00	\$81,198.00
D	H	\$27.98	\$29.04	\$30.19	\$31.39	\$32.66	\$33.99	\$35.37	\$36.82	\$38.36	\$40.18
	M	\$4,546.75	\$4,719.00	\$4,905.88	\$5,100.88	\$5,307.25	\$5,523.38	\$5,747.63	\$5,983.25	\$6,233.50	\$6,529.25
	A	\$54,561.00	\$56,628.00	\$58,870.50	\$61,210.50	\$63,687.00	\$66,280.50	\$68,971.50	\$71,799.00	\$74,802.00	\$78,351.00
E1	H	\$25.52	\$26.45	\$27.47	\$28.55	\$29.67	\$30.83	\$32.06	\$33.35	\$34.70	\$36.52
	M	\$3,358.20	\$3,480.58	\$3,614.80	\$3,756.92	\$3,904.30	\$4,056.95	\$4,218.80	\$4,388.56	\$4,566.20	\$4,805.70
	A	\$36,940.20	\$38,286.38	\$39,762.83	\$41,326.13	\$42,947.33	\$44,626.43	\$46,406.85	\$48,274.13	\$50,228.25	\$52,862.70
E2	H	\$25.52	\$26.45	\$27.47	\$28.55	\$29.67	\$30.83	\$32.06	\$33.35	\$34.70	\$36.52
	M	\$4,147.00	\$4,298.13	\$4,463.88	\$4,639.38	\$4,821.38	\$5,009.88	\$5,209.75	\$5,419.38	\$5,638.75	\$5,934.50
	A	\$49,764.00	\$51,577.50	\$53,566.50	\$55,672.50	\$57,856.50	\$60,118.50	\$62,517.00	\$65,032.50	\$67,665.00	\$71,214.00
F	H	\$24.55	\$25.51	\$26.44	\$27.45	\$28.52	\$29.64	\$30.79	\$32.04	\$33.32	\$35.14
	M	\$3,553.61	\$3,692.57	\$3,827.19	\$3,973.39	\$4,128.27	\$4,290.39	\$4,456.85	\$4,637.79	\$4,823.07	\$5,086.52
	A	\$35,536.13	\$36,925.73	\$38,271.90	\$39,733.88	\$41,282.70	\$42,903.90	\$44,568.53	\$46,377.90	\$48,230.70	\$50,865.15
H	H	\$23.78	\$24.64	\$25.58	\$26.54	\$27.53	\$28.61	\$29.71	\$30.88	\$32.12	\$33.94
L	H	\$17.42									

Associate's Degree	Bachelor's Degree	Master's Degree	Confidential Stipend
\$612 per year	\$867 per year	\$1,122 per year	5%
<p>Employees receive an annual benefit package of \$11,621.16.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Longevity Columns 6, 7, 8, 9, 10 reached at 10, 15, 20, 25, 30 years respectively. Numbers have been rounded. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. 			

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 School Years

BACKGROUND

In September 2023, the Eden Area ROP applied for a grant through the California Air Resources Board to develop a high school Zero Emission Vehicle Training Program. This program will create a Zero Emission Technology Pathway in the Transportation Sector. In partnership with Hatch, a consultancy and national leader in green transportation solutions, the EAROP will develop curriculum, modify existing infrastructure for instructional spaces, and recruit students into the Zero Emission Vehicle Training Program. AC Transit, the nation's leader in Zero Emission Bussing has been an excellent industry advisor, helping us develop the application and program concepts.

CURRENT SITUATION

The agreement with the California Air Resources Board will provide the Eden Area ROP \$1,402,524.95 to develop the Zero Emission Technology Training Program. The proposed start date is June 1, 2024, with all funds dispersed and reimbursed, and all reporting complete by June 30, 2026. The first cohort of students enrolled in the program is Fall 2025.

Fiscal Impact: The Eden Area ROP will receive \$1,402,524.95 to develop and implement the Zero Emission Technology Training Program at the Hayward Center.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 school years.

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AEVS)		GRANT NUMBER G21-AEVS-01
GRANTEE NAME Eden Area Regional Occupational Program		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-3158083	TOTAL GRANT AMOUNT NOT TO EXCEED \$1,402,524.95	
START DATE: June 1, 2024	END DATE: June 30, 2026	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Eden Area Regional Occupational Program (the "Grantee").

- Exhibit A – Grant Agreement Terms and Conditions
- Exhibit B – Statement of Work
- Exhibit B, Attachment 1 – Budget Summary
- Exhibit B, Attachment 2 – Project Tasks
- Exhibit B, Attachment 3 – Project Milestones
- Exhibit B, Attachment 4 – Key Project Personnel
- Exhibit C – Fiscal Year 2021-22 Funding Plan
- Exhibit D – Grant Solicitation
- Exhibit E – Grantee Application Package
- Exhibit F – Payee Data Record
- Exhibit G –Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations

This Agreement is of no force or effect until signed by both parties. The Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Eden Area Regional Occupational Program	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, California 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 26316 Hesperian Blvd., Hayward, California 94545	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$1,402,524.95	PROGRAM 3510000L32	PROJECT 3900CLEAN	ACTIVITY 3228CLEAN21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$1,402,524.95	(OPTIONAL USE)		CHAPTER 69 STATUTE 2021 SB 129
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50013 FISCAL YEAR (ENY) 2021 (\$1,402,524.95)
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A			DATE

Grant Agreement

**Eden Area Regional Occupational Program:
Adult Education and Vocational School
Zero-Emission Vehicle Technology Training Project
(AEVS)**



EXHIBIT A
GRANT AGREEMENT TERMS AND CONDITIONS
BY AND BETWEEN THE CALIFORNIA AIR RESOURCES BOARD AND EDEN AREA
REGIONAL OCCUPATIONAL PROGRAM

This Grant Agreement ("Grant", "Grant Agreement" or "Exhibit A") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the Eden Area Regional Occupational Program (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Parties agree as follows:

1. PURPOSE

- a. CARB shall provide funding from the Budget Act of 2021 pursuant to Fiscal Year (FY) 2021-22 Funding Plan for Clean Transportation Incentives for the Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project Program ("Program") to Grantee to establish and administer the Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project ("Project") as provided in Exhibit B, as referenced below.
- b. In the order of precedence set out herein below, Grantee agrees to comply with all of the terms, provisions and conditions contained in this Grant Agreement ("Exhibit A") as well as the following Exhibits incorporated into and made a part of this Grant Agreement by this reference:
 - i. Grant Agreement Cover Sheet
 - ii. Exhibit A: Grant Agreement Terms and Conditions
 - iii. Exhibit B: Statement of Work:
 - 1) Attachment I: Budget Summary
 - 2) Attachment II: Project Tasks
 - 3) Attachment III: Project Milestones
 - 4) Attachment IV: Key Project Personnel
 - iv. Exhibit C: FY 2021-22 Funding Plan for Clean Transportation Incentives
 - v. Exhibit D: Request for Proposals - Grant Solicitation (RFP) for which the Grantee's Application was received
 - vi. Exhibit E: Grantee Application Package
 - vii. Exhibit F: Payee Data Record
 - viii. Exhibit G: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01

2. TERM; TERMINATION

- a. **Term.** The term of this Grant Agreement ("Term") commences the date this Grant Agreement is executed by authorized representatives of both Parties (the "Effective Date") and terminates on **June 30, 2026**, unless terminated or canceled sooner per the terms of this Grant Agreement. Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties.
- b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft final Status Report to the CARB Project Liaison no later than **March 1, 2026**, pursuant to Section 9 of this Grant Agreement. Grantee's performance shall be deemed complete on the date CARB approves the final Status Report. A final request for payment and final Status Report must be received by CARB no later than **April 1, 2026** (See Section 9 of this Grant Agreement for additional details).
- c. **Termination**
 - i. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by Grantor upon providing thirty (30) days advance written notice.
 - ii. **Termination for Cause by Grantee.** Upon providing thirty (30) days advance written notice to Grantor, this Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement.
 - iii. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of the Grantee Recipients (partners, consultants, contractors, or sub-grantees or technical Grantees) have breached any of the terms or conditions of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, contractors, subcontractors, affiliates, consultants or any of the Grant Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third-party beneficiary.
 - 1) **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01

- a) Failure to comply with any of the provisions of the Grant, including Exhibits.
 - b) Failure to obligate or expend Grant Funds within established timelines or failure to show timely interim progress to meet these timelines.
 - c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - d) Misuse of Grant Funds.
 - e) Funding of ineligible activities or other items.
 - f) Exceeding the allowable Grant Fund.
 - g) Insufficient, incomplete, or faulty documentation.
 - h) Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
 - i) Poor performance as determined by a review or fiscal audit.
- 2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
- a) Within fourteen (14) days of any request, timely develop and implement a corrective action plan.
 - b) Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, Grant Recipients, and employees to immediately cease all work and spending.
- iv. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds, the Project and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant.
- v. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to a CARB-selected designee.
- vi. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01

(whichever occurs sooner) by either Party, Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.

- vii. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a final Grant Disbursement Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total authorized amount for the Grant Funds.
- d. **Contingency Provision.** In the event this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in their sole discretion to use or make the Grant funds available in a manner consistent with applicable laws, policies and the applicable Funding Plan(s), which may include but is not limited to allocating the funds to other projects or awarding a Grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached.
- e. **CEQA.** CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. No work may be initiated by the Grantee, nor will any funding be disbursed by CARB, until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

3. GRANT AMOUNT

- a. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A (Grant Agreement) is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).
- b. The administration of Grant Funds is set out in Section 6 below.

4. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Grant Agreement are as follows:

The CARB Project Liaison is Danny Luu. Correspondence regarding this project shall be directed to:

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01

Danny Luu
Air Pollution Specialist, Mobile Source Control Division
1001 I Street
Sacramento, California 95814
Phone: (279) 216-0286
Email: Danny.Luu@arb.ca.gov

The Grantee Liaison is Blaine Torpey. Correspondence regarding this project shall be directed to:

Blaine Torpey
Superintendent, Eden Area Regional Occupational Program
Center
26316 Hesperian Blvd
Hayward, California 94545
Phone: (510) 293-2901
Email: btorpey@edenrop.org

5. **GENERAL DUTIES AND REQUIREMENTS**

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Project and Program under this Grant Agreement. More detailed duties and responsibilities are set out in other sections of this Grant Agreement.

- a. **California Air Resources Board.** CARB is responsible for the following:
 - i. Reviewing and approving the work plan, budget, and schedule.
 - ii. Reviewing and approving the outreach and awareness plan, including but not limited to proposed strategies of engagement; education and outreach materials, such as activities, timelines, materials, webpages, and participant surveys.
 - iii. Reviewing and approving the data collection plan, including but not limited to project reporting, surveys, data collection, and semi-annual California Climate Investments reports.
 - iv. Reviewing and approving the quarterly Status Reports and the final Status Report.
 - v. Participating in regular meetings with the Grantee to discuss the Grantee's duties, responsibilities, and status of the Project.
 - vi. Reviewing, approving, denying, or returning all Grant Disbursement

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01

Request Forms (Form MSCD/ISB-90).

- vii. Facilitating payments to Grantee after CARB approval of the Grant Disbursement Request Forms (Form MSCD/ISB-90).
- viii. Providing project oversight and accountability (in conjunction with the Grantee).

b. The Grantee. The Grantee and its representatives shall:

- i. Perform in a timely manner, all Project work as described in this Grant Agreement, as well as Exhibit B, for at least one (1) year from the date the Grantee begins using Grant Funds.
- ii. Comply with all applicable requirements of statutes and regulations under federal and California laws;
- iii. Comply with all terms, provisions, and conditions of this Grant Agreement, including all incorporated documents, and fulfill all assurances, declarations, representations, and statements made by Grantee in the Grantee application materials (Exhibit E) and as reflected in the RFP (Exhibit D).
- iv. Require Grantee's employees, officers, directors, agents, assigns, affiliates, representatives, contractors, subcontractors, and consultants to meet all the aforementioned requirements, as applicable.
- v. The Grantee shall use best efforts and subject matter expertise in managing, overseeing and implementing the day-to-day tasks of the Project, which includes the scope of work outlined in the solicitation and overall support to the Project. The Grantee's responsibilities include, but are not limited to, the following tasks:
 - i. Project planning and implementation throughout the Term.
 - ii. Developing the work plan, budget, and schedule.
 - iii. Performing within the work plan, budget, and schedule.
 - iv. Developing the quarterly Status Reports and final Status Report.
 - v. Sustaining the Project past the Term for at least one and a half (1.5) years.
- vi. Coordinate with CARB, as necessary, to ensure expeditious implementation of the Project in a way that is in the best interest of the Program. This includes, but is not limited to, developing workforce training and development curriculum, filling disbursement requests, creating reports, coordinating outreach efforts, developing

Exhibit A, Grant Agreement Terms and Conditions
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outreach materials, and planning events.

- vii. Participate in CARB-approved events (e.g., CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent the Project.
- viii. Provide timely relevant information to CARB upon request. Information requested by CARB may include, but is not limited to, the following:
 - 1) Status of the market;
 - 2) Barriers and potential solutions;
 - 3) Recommendations to improve the Program;
 - 4) Role of incentives and how incentive programs can complement workforce training and development.
- ix. Closely communicate with CARB any significant changes to Project implementation that would impact the implementation of the Project as provided by the Statement of Work (Exhibit B).
- x. Applying best efforts, and best practices and standards, Grantee will manage, oversee, and administer quality control and timely delivery of deliverables, ensuring that obligations and responsibilities under the Grant Agreement are fulfilled.
- xi. Accomplish all of the other Grantee duties, responsibilities and obligations set out in all other Sections of this Grant Agreement.
- xii. **Public Outreach and Workforce Development**
 - 1) Develop the outreach and awareness plan, including but not limited to proposed strategies of engagement; education and outreach materials, such as activities, timelines, materials, webpages, and participant surveys.
 - 2) Work with community-based organizations (CBOs) to conduct public outreach necessary to educate local community members about the benefits of the Project and about training opportunities that may result from the Project.
 - 3) Implement technical training components included in the Grant agreements and provide technical training opportunities in disadvantaged communities.
 - 4) Provide translation services for communities, CARB staff and documents to support the Project.
 - 5) Respond promptly to legislative and public requests regarding the Project in coordination with CARB.

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- 6) Assist CARB in planning of public events that showcase the Project.

xiii. Data Collection and Processing

- 1) Develop the data collection plan, including but not limited to project reporting, surveys, data collection, and semi-annual California Climate Investments reports.
- 2) Ensure that at least six (6) months of data collection is collected, processed, analyzed, evaluated for compliance, and reported to CARB in a timely manner.
- 3) Keep Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.
- 4) Consult with and get CARB approval before the release of any data that has been collected during the course of the Project.
- 5) Promptly respond to CARB's request for Project data.
- 6) Promptly notify CARB if there is any request for Project data.
- 7) Document findings from the Project.
- 8) Coordinate with other CARB data collectors and processors, as requested by CARB.

xiv. Transition

- 1) Develop and execute a Project Transfer Plan, as part of the Grantee's closeout duties, to ensure, in a form and format acceptable to CARB, a complete and timely transfer of information, funds, intellectual property, (including all licenses and rights), processes, materials, accounts, data and websites to CARB on a timely basis. The Project Transfer Plan is subject to review, approval and acceptance by CARB, and at CARB's request, Grantee shall promptly amend, modify, or update the Project Transfer Plan. The Project Transfer Plan will include, at a minimum, the following tasks:
 - a) Timely complete all tasks associated with the Project closeout.
 - b) Timely transfer ownership and control of all Program and Project data, intellectual property, funds, information, processes, materials, accounts, and websites to CARB in a form, format and at a time acceptable to CARB (See Sections 9 through 13 of the Grant Agreement for more information).
 - c) Timely provide CARB with a final Status Report that

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summarizes and evaluates total funds expended (including match, interest earned, and in-kind funds), status of the Project, quantified benefits to disadvantaged communities, outreach efforts, implementation challenges, recommendations for potential Program and Project improvements, and other items, as requested by CARB (See Section 9 through 13 of the Grant Agreement for more information).

- 2) Upon CARB request or within thirty (30) days from the termination or expiration of the Term (whichever is sooner), transfer and assign to CARB all ownership and control of all property, including but not limited to all accounts, equipment, data, materials, information, records, technology, webpage(s), databases, software or other intellectual property developed, licensed or purchased by, for or on behalf of the Grantee for the purposes of administering, monitoring, managing or implementing the Project or Program (See Sections 9 through 13 of the Grant Agreement for more information).

6. FISCAL ADMINISTRATION

a. Budget

- i. At least seventy-five percent (75%) of the total Grant Funds for the Term must benefit a California-based, accredited, non-profit adult education or vocational school. The maximum amount payable to Grantee by CARB shall not exceed the total amount of Grant Funds (Exhibit B—Attachment I: Budget Summary).
- ii. Under no circumstance will CARB reimburse the Grantee for more than the allowable amount of Grant Funds. A written Amendment pursuant to Section 15, General Provisions, of this Grant Agreement is required whenever there is a change to the Grant Funds.
- iii. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if, by March 1, 2026, seventy-five percent (75%) of total Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, Section 2 of this Grant Agreement shall apply.
- iv. Where the total disbursed amount of the Grant Funds is less than the allowable amount, CARB, in its sole discretion, may re-allocate the remaining amount to other Project uses within the Project Schedule and Budget, which may only be accomplished through a written Amendment to the Grant Agreement.

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- v. Subject to prior written approval from CARB, Budget line-item shifts of up to ten percent (10%) of the Grant Funds may be made during the Term, provided such shifts are made by written Amendment to the Grant Agreement. Line-item shifts may be proposed by either Grantor or the Grantee and must not increase or decrease the total amount of the Grant Funds. All line-item shifts must be consistent with Exhibit B (Attachment I–Budget Summary, Attachment II–Project Tasks, and Attachment III–Project Milestones).

b. Project Funding

i. The Grant Disbursement Form (Form MSCD/ISB-90)

- 1) Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in this Section 6. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to CARB a Grant Disbursement Request Form (Form MSCD/ISB-90), a Status Report, demonstration of completion of milestones stipulated in Exhibit B, Attachment III, demonstration that the requirements of this Section 6 have been satisfied, and any other associated deliverables (if applicable). CARB will have the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B, Attachment III (with the exception of the final disbursement of Grant Funds), necessary to assure the goals of the Program are met.
- 2) The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at accountspayable@arb.ca.gov, with a CC to the CARB Project liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- 3) The Grantee shall not submit disbursement requests from June 1 through June 30 of each year. This will accommodate FISCAL going offline for end-of-year closing.
- 4) Grant payments are, in each instance, subject to CARB's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison determines that a milestone

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has not been accomplished or documented, that a deliverable meeting specification has not been provided, that claimed expenses have not been documented or accomplished or are not valid per the budget or are not reasonable, or that the Grantee has not met other terms or conditions of the Grant.

- 5) The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant disbursement. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.
- 6) CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

ii. Authorized Costs (if set out in Exhibit B of this Grant Agreement) may include but are not limited to:

- a) Grantee's personnel salaries and employee benefits (e.g., health care, paid sick leave, pensions and 401(k) contributions, (excluding commissions, profits, and bonuses). Reasonable cost of living increases may be allowed, provided Grantee obtains advance written approval from an authorized representative of CARB. Employee incentive compensation (not bonuses) may be reimbursable where CARB has determined that all of the following criteria have been met:
 - (i) It is incentive compensation to employees for actual work performed on the Grant;
 - (ii) Such incentive compensation is reasonable, necessary, allowable, and properly allocated, as determined by CARB;
 - (iii) The incentive compensation is:
 - a. Based on cost reduction, or efficient performance, suggestion awards, safety awards, etc.,
 - b. The overall compensation is determined to be reasonable, and
 - c. Such costs are paid or accrued pursuant to an agreement entered into in good faith between the Grantee and the employees before the services were rendered, or pursuant to an established written plan that is followed by the Grantee so consistently as to imply, in effect, an

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agreement to make such payment (in place prior to performance of the work). The incentive compensation is not based on a distribution of company earnings in excess of costs;

- (iv) The incentive compensation for actual work performed on the Grant is reasonable for the services rendered and conforms to the established written policy of the Grantee consistently applied to both Grant and non-Grant activities;
 - (v) The written policy was in place prior to initiating any work on the Grant project;
 - (vi) The written policy is consistent with Grantee's bylaws and/or written rules or written policies;
 - (vii) The written plan is consistent with State and federal laws, where applicable; and,
 - (viii) All the applicable provisions of 2 C.F.R. Section 200.430 have been met with respect to incentive compensation.
- b) Direct operating costs (e.g., supplies and equipment, excluding real property, building and facility improvements, capital expenditures, rent, phones, computers, software or other licenses, furniture, vehicles, aircraft, and vessels). If investment in capital expenditures, software or other licenses, computers, phones, furniture, vehicles, aircraft or vessels are necessary to carry out the Grantee responsibilities for the direct benefit of the Project, then advance written approval from CARB shall be required and in each instance title to all such assets (both real and personal) shall vest solely in the State of California, or, alternatively at CARB's sole discretion, shall be fully transferred and assigned to the State of California upon termination or cancellation of the Grant Agreement, unless specified otherwise by CARB.
- c) Telecommunications and related utilities (electricity, telephone, and internet services).
- d) Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR). Travel is limited to inside California, except as otherwise approved in writing by CARB.
- e) Except where expressly disallowed by CARB in the Solicitation or elsewhere in this Grant Agreement, permits and other

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jurisdictional approvals required to directly support the Project may be authorized.

- f) Consultant fees (if pre-approved in writing by an authorized representative of CARB).
- g) Printing, records retention, and mailing.

iii. **Maintain Documentation of Grant Funds**

The Grantee must maintain all supporting documentation and accounting of Grant Funds requested, expended, transferred, held, or used, including all of the following:

- a) Personnel records, including but not limited to timesheets and other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percent of time staff devoted to Project implementation and administration.
- b) Consultant Fees, including but not limited to consultant contracts and invoices. All consultant fees must be pre-approved by CARB. Fees expressly identified in the budget as a part of the Grantee Application Package are considered pre-approved by CARB.
- c) Printing, mailing, and travel expenses, including but not limited to receipts and/or invoices.
- d) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The State's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- e) The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of five (5) years after submittal of the final Program invoice to CARB.
- f) The above documentation must be provided to CARB upon request, in monthly Status Reports, and in the final Status Report.

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c. Suspension of Payments

- i. CARB may issue a suspension order (stop work order) at any time for any reason. The suspension order shall remain in effect until the dispute has been resolved or the Grant has been terminated. Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, Grantee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this agreement and will subject the Grantee to liquidated damages. Grantee shall resume work only upon receipt of written instructions from CARB.

d. Grantee Match Funding

- i. Match funding from the Grantee, if applicable, can only be used in (2) two ways:
 - 1) To reduce the cost to the State to implement the Program and,
 - 2) At CARB's discretion, to support active demonstration and CARB-approved projects.
- ii. The above documentation must be provided to CARB in the Status Reports.

- e. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for purposes of the Program, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to CARB.

f. Advance Payments

- i. Consistent with the Legislature's direction to expeditiously disburse Grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support Program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.
- ii. Grantee acknowledges that CARB has finalized Advance Payment regulations, which became effective on January 1, 2021. Grantee also acknowledges that additional advance payment provisions can be found in the California Government Code. Grantee agrees that this Grant Agreement and all advance payment requests will comply with Section 11019.1 or 11019.3 of the Government Code, as well as Health & Safety Code, Section 39603.1, and California Code of Regulations (C.C.R.), title 17, Sections 91040 through 91044.

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iii. Recognizing that appropriate safeguards are needed to ensure Grant monies are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments.

iv. General Requirements:

For any advance payment request, all of the following requirements apply and must be met:

- a) Only CARB shall authorize an advance payment, and all such approvals fall within the sole discretion of CARB.
- b) CARB shall prioritize advance pay to qualifying recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.
- c) The advance pay shall not exceed twenty-five percent (25%) of the total Grant amount or contract awarded to that qualifying recipient. At CARB's sole and absolute discretion, the advance pay may exceed the twenty-five percent (25%) limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying recipient provides sufficient justification and documentation for that larger advance.
- d) CARB shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying recipient's workplan and written justification.
- e) Grantee shall:
 - 1) Complete, and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
 - 2) Submit a certification to CARB pursuant to C.C.R., title 17, Section 91043 for each Advance Payment Request Form.
 - 3) Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.
 - 4) Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs

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needed to operate, a spending timeline, and a workplan developed in a form and manner specified by CARB. The spending timeline shall include the Grantee's fund balance for all State Grant programs.

- 5) Deposit any funds received as an advance payment into a federally insured account of, and in the name of, the recipient entity that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and State laws and regulations, and the recipient shall report interest earned on the advance payment to CARB. The recipient's account shall be in the recipient entity's name, and not in the name of any of its directors or officers.
- 6) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the recipient or subrecipient. Further advance payments may be made if a Grantee or contract recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by CARB.
- 7) Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section and as otherwise required by CARB. All unused funding provided as an advance payment, but not expended within the Grant or contract timeline, shall be returned to the Grantor.
- 8) Provide a progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.
- 9) Remit to the Grantor any unused portion of the advance payment and interest earned on the advance payment by either March 1, 2026, or the liquidation date of the appropriation, whichever is earlier.
- 10) Return all unspent Grant funds, including earned interest, in the event of non-performance by the Grantee. Within forty-five (45) calendar days of receipt of notice from CARB of Grantee non-performance, Grantee shall provide a money transfer confirmation of the returned funds.
- 11) Assume all legal and financial risk of the advance payment.

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- 12) Require all subrecipient entities they subcontract with or award Grant moneys to comply with State statutes, regulations, requirements, and:
 - i. For subrecipients of private non-profit grantees, the terms and conditions of this Grant Agreement between Grantee and CARB;
 - ii. For all other subrecipients, subdivisions 1) and 5) through 11) above.

v. Requirements for Grantees Other Than Small Air Districts:

For a Grantee who is not a Small Air District as defined by C.C.R., title 17, Section 91041:

- a) They must satisfy all of the following additional requirements in order to be a qualifying recipient to receive any advance payment:
 - 1) Demonstrate that they have no outstanding financial audit findings related to any of the moneys eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the Grantee is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
 - 2) Report to CARB any material changes to the spending plan within thirty (30) days.
 - 3) Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and as indicated in the applicable Grant Agreement or contract.
 - 4) Agree to not provide advance payment to any other entity or person.
- b) If the Grantee is a qualifying recipient, then Grantee may provide moneys from the advance payment it receives to subrecipients for reimbursement, in accordance with the subrecipient's Grant program requirements or contract

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g. Financial Records and Accounts

- i. Fiscal management systems and accounting standards. Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State or federal law or this Grant Agreement. Grantee further agrees that it will use generally accepted accounting principles.
- ii. Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Grantee, its officers, directors, Board members, agents, assigns, contractors, subcontractors, representatives, employees, or affiliates. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended.

h. Earned Interest

- i. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
 - 1) Interest earned by the Grantee must be reported to CARB. All interest income must be returned to CARB or reinvested in the Program in a manner approved by CARB in writing. The Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds.
 - 2) The Grantee must maintain accurate and complete accounting records (e.g., general ledger) that tracks interest earned and expended on Grant Funds, as follows:
 - a) The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
 - b) The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - c) The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - d) Earned interest must be fully expended by March 1, 2026.

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- ii. Documentation of interest earned on the Grant Funds must be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a minimum of five (5) years after the interest has been expended.
- iii. The above documentation must be provided to CARB in the quarterly Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply with all such requests.

i. Additional Remedies for Non-Compliance

- i. Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, without limiting its other remedies, CARB is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.
- ii. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with Exhibit B (Statement of Work), with this Grant Agreement or with applicable federal, State and local air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges, and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation or termination of the Grant Agreement, whichever occurs later.
- iii. **Liquidated Damages**
 - a) If CARB determines, within its sole and absolute discretion, that Grantee is in breach or has breached this Grant Agreement, then Grantee, immediately upon demand, shall pay CARB, as liquidated damages, the full amount of all Grant Funds previously paid to Grantee to date.

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- b) The Parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause Grantor irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.
- c) This provision shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

7. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

Per the terms and conditions of this Grant as set out herein above and below, the Grantee must provide CARB with documentation accounting for the proper expenditure of Grant Funds. The documentation must be provided upon CARB request, and in Status Reports submitted quarterly to CARB and in a final Status Report submitted at the completion of the Project prior to the Grantee receiving the last disbursement of funding.

8. PROJECT MONITORING

a. Meetings

- i. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- ii. Review meetings: Meetings to discuss progress must be held at least monthly beginning one (1) month after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted in any manner deemed appropriate by the CARB Project Liaison.
- iii. Site visits: Site visits shall be established by the CARB Project Liaison during the Term of this Grant.

b. Technical Monitoring

- i. Any changes in the scope or schedule for the Project shall require the prior written approval of the authorized representatives of CARB (e.g., Project Liaison) and will require a formal Grant Amendment.

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- ii. The Grantee shall notify the CARB Project Liaison immediately in writing if any circumstances arise (technical, economic, or otherwise) which might place continued operation or completion of the Project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- iii. In addition to Status Reports (see Section 9 of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.
- iv. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and will require a formal Grant Amendment.

9. REPORTING

a. Quarterly Status Reports

- i. The Grantee shall submit Status Reports on a quarterly basis. No later than fifteen (15) days after the end of every third (3rd) month (March, June, September, and December). The Status Reports shall be provided in a format agreed upon between CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
- ii. Grantee acknowledges, understands, and agrees that any information contained in any Status Reports or other submissions provided by Grantee, or any of its officers, employees, agents, representatives, contractors or subcontractors, may be used by CARB or any of its third-party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, Grantee acknowledges, understands, and agrees that Status Reports submitted to CARB must include the following certification signed by a person with authority to make such a certification on behalf of the Grantee:

I certify, under penalty of perjury under the laws of the State of California, that I have examined and am familiar with the information in the enclosed Status Report, including all attachments thereto. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements, representations, conclusions, and information are true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false statements, claims or information to the State of California, including the possibility of criminal sanctions.

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- iii. The Grantee must provide Status Reports to CARB detailing Project activity including the status of the Project, status of funds, and current issues. Status Reports shall contain, at a minimum:
- 1) Current status of the Project, including current milestone(s) being achieved, status of Grant Funds, if any match funding has been used, problems encountered and status of the Project timeline.
 - 2) Status of any administrative tasks required by CARB, such as report templates, translation services, or ADA remediation.
 - 3) Status of any Grant Funds being held by the Grantee including earned interest.
 - 4) Status Report number, title of project, name of Grantee, date of submission, and Project Grant number.
 - 5) Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Exhibit B.
 - 6) Statement of work expected to be completed by the next Status Report.
 - 7) Notification of problems encountered and an assessment of their effects on the Project's outcomes.
 - 8) Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, being planned or completed since the last report.
 - 9) Accounting records, including expenditure and income information, and supporting documentation.
 - 10) Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation.
 - 11) Discussion of the Project's adherence to the project timeline.
 - 12) Data collection since the last Status Report. Plans for future data collection efforts. Data collection should be separated by reporting period but collected and compiled in a way that facilitates reporting in the final Status Report.
 - 13) Other data and analysis as mutually agreed upon between the Grantee and CARB.
 - 14) Program progress reporting:
 1. Census tracts of education and training(s), outreach, and partner organizations.

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2. Location of trainees/participants (low-income and/or disadvantaged communities).
3. Race/ethnicity of trainees/participants.
4. Number of trainees/participants in training program, and total hours of training provided.
5. Number of trainees/participants completing training program (including number of certifications received).

15) Program benefits reporting:

1. Increased connections to zero-emission vehicle technology employers and industries.
2. Number of job placements, including full- and part-time jobs, and internships or apprenticeships.
3. Development of new partnerships with local and regional workforce entities, and economic/business development entities.
4. Connections between training and education programs and small, women, minority, disadvantaged, and certified business employment or support in priority communities.
5. Community education events by type of event and attendance.

16) Program participant reporting:

1. Participant's level of satisfaction in their preparation for zero-emission vehicle industry jobs and careers provided by the zero-emission vehicle education and training program curriculum.
2. Participant's level of satisfaction with services provided, including increased access to potential economic opportunities. (For example: improved outcomes over program expenses or investments, willingness to recommend the program to others).
3. Participant's level of satisfaction with accessibility and ease of training program.
4. Portal or other resources for existing trainees to provide their experiences and feedback loops to ensure changes to programs are made over time to best meet needs and boost new student recruitment.

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- iv. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Status Report must be submitted quarterly but may additionally be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted three (3) months after the Grant Agreement is fully executed or when first requesting disbursement of funds, whichever is sooner.
- v. Every Grant Disbursement Request Form (Form MSCD/ISB-90) shall be accompanied by a Status Report that documents work toward completion of a milestone specified in Exhibit B, Attachment III.
- vi. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay, and how the Grantee plans to resume timely completion of milestones and deliverables in the Project Schedule (Exhibit B, Attachment III).

b. Final Status Report

- i. The Grantee must submit an ADA-compliant draft final Status Report to CARB when the Project is complete or no later than sixty (60) days before the expiration of the Term, whichever occurs sooner.
- ii. The draft final Status Report must include, at a minimum:
 - 1) Total fund expenditures documentation (including but not limited to Grant funds, match, and in-kind funds).
 - 2) Expenditures in detail to date and for the period between the last quarterly Status Report and the final Status Report.
 - 3) Status of the Project.
 - 4) Implementation challenges.
 - 5) Recommendations for potential Program improvements.
 - 6) Summary of the Project as a whole from inception through the end of the Grant term, including project and community background, partnerships, and funding sources.
 - 7) Table and narrative summary of all funded tasks.
 - 8) Data collected from education and training programs, and participants compiled from all quarterly Status Reports and project data reports.
 - 9) Assessments of participant evaluations, including the results of any pre- and post-surveys conducted.
 - 10) Changes in participant knowledge and training of zero-emission vehicle technologies and pathways to jobs.

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- 11) Description of community engagement, outreach, and educational efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
 - 12) Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
 - 13) Accounting records, including expenditure information, and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
 - 14) Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities.
 - 15) A consolidated list of subcontractors funded in whole or in part by the Grantee, in-kind contributions, and partnerships. Include the name, address, concise statement of work done, period, and value of each.
 - 16) Other data and analysis as mutually agreed upon between the Grantee and the CARB.
- iii. The draft Status Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Status Report must meet the requirements specified in this Grant. Upon approval of the draft final Status Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) final Status Report (inclusive of all supporting documentation), plus an electronic version of same.
 - iv. The final Status Report must also contain the same signed statement set out in Section 9, Part a. Quarterly Status Reports, Subpart ii.) above.

v. **California Climate Investments Reports**

Accountability and transparency are essential elements for all California Climate Investments funded projects. California Climate Investments reporting establishes public information requirements about how specific California Climate Investments funds are investing Greenhouse Gas Reduction Fund appropriations and what benefits are being achieved from the investments.

Grantees are responsible for collecting and submitting biannual California Climate Investments reporting in coordination with the CARB Project Liaison. The CARB Project Liaison will provide the Grantee the reporting templates necessary to complete reporting requirements and submit biannual California Climate Investments project reports. Grantees are required to submit reports in the

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format requested by CARB.

California Climate Investments reporting periods and deadlines:

December 1st - May 31st; reporting due by June 15th.

June 1st - November 30th; reporting due by December 15th.

Grantees are required to coordinate with the CARB Project Liaison and must submit required California Climate Investments reporting by June 15th and December 15th of each year through the term of the project, or as requested by the CARB Project Liaison.

10. OVERSIGHT AND ACCOUNTABILITY

- a. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
- b. CARB or its designee may recoup Grant Funds due to misinformation, misrepresentation, or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects or grants due to non-compliance with Grant Agreement or Program requirements or due to misinformation, misrepresentation, or fraud.
- c. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; suspected or actual breach of agreement, fraud, misrepresentations or abuse of funds; suspected or known violations of any Grant terms or conditions, and all misrepresentations and fraud carried out by any third parties including but not limited to Grantee's contractors, subcontractors, consultants, employees, agents, affiliates, officers, directors or representatives. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.

11. PROJECT RECORDS

- a. Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee, financial and Program records ("Project Records").
- b. Grantee shall:
 - i. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five (5) years. Upon completion of the required record-retention period, the Grantee must submit all Project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved

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based on prior written concurrence from CARB.

- ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under this Grant Agreement.
 - iii. Develop a systematic process and schedule to back-up Project database(s) each day, at a minimum.
 - iv. Develop and enforce security measures to safeguard Project database(s).
 - v. Provide data updates to CARB upon request, which could include all Project records.
 - vi. Provide periodic data summaries to CARB.
 - vii. Provide quarterly Status Reports to CARB detailing the status of the Project, the anticipated reports to be issued, and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB.
 - viii. Where necessary as solely determined by CARB, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
 - ix. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment, and infrastructure.
- c. The Grantee shall retain a combined file for the Project containing:
- i. Original executed copy of the Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
 - ii. Copies of Grantee's Grant Disbursement Request Forms and backup documentation.
 - iii. Documentation of earned interest generation and expenditure (see Section 6 and Section 7 for more information).
 - iv. Communications between CARB and the Grantee, communications between the subgrantee and the Grantee, and communications between CARB and the subgrantees.
 - v. Copies of all deliverables.

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- vi. Copies of any decision that CARB has made in support of the Project such as minor changes in project scope, changes in timeline, or line-item shifts.
 - vii. Data that has been collected during the implementation of the Project from the Fiscal Year 2021-22 Program solicitation.
 - viii. Any documents, files or webpages that have been created to support the outreach of Program.
 - ix. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
 - x. Establish an official file for Program which shall adequately document all significant actions relative to the project.
 - xi. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of Grantee.
- d. All Project records must be retained for a period of five (5) years after termination or expiration of the Grant, whichever occurs first. Upon completion of the fifth (5th) year of record retention, the Grantee shall submit all remaining Project records to CARB that have not previously been requested or turned over to CARB. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- e. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

12. INTELLECTUAL PROPERTY & MEDIA

- a. Any webpage(s), software, databases, project data, or other intellectual property developed, licensed or purchased by the Grantee with any Grant Funds shall be transferred and permanently assigned to CARB or, at CARB's sole discretion, to a new Grantee selected by CARB if the Grant Agreement is terminated, canceled or expires, or if Grantee is replaced by a different Grantee to manage the Project. It will be the Grantee's responsibility to immediately turn over this property and information to CARB no later than ten (10) business days prior to the termination, cancellation or expiration of this Grant Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan.
- b. Where applicable, the Grantee agrees to acknowledge the California Climate Investments Program and California Air Resources Board (CARB) as a funding

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source for the Project.

- i. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State of California to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.
- ii. Grantee shall acknowledge the California Air Resources Board as a funding source for the Project when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee shall adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff.
- iii. The Grantee shall acknowledge the California Climate Investments Program as a funding source from CARB's Low Carbon Transportation Program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged communities." Guidelines for the usage of the California Climate Investments logo are incorporated by reference and may be changed at CARB's discretion at any time. A copy of the Guidelines applicable to this Grant Agreement can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

13. CONFIDENTIALITY AND DATA SECURITY

- a. Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third-party any record, data, or information which CARB has designated as confidential. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB. Therefore:
 - i. Rights to Data: Grantee acknowledges, accepts and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation and materials shall remain the exclusive property of the Grantor, and

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Grantee has a limited, non-exclusive license to access and use said information solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by Grantee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by Grantee or any third-party service, for unrelated or commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.

- ii. The Grantee certifies that it has appropriate systems and controls in place to ensure that the Project and Grant Funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.
- iii. Information or data, including but not limited to personally identifiable information ("PII") and all records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant State or federal statutes and regulations. During the Term, in the performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- iv. The Grantee must ensure that the Grantee employees, officer, agents, representatives, affiliates, contractors, subcontractors, consultants and Grant Recipients are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
- v. The Grantee, its employees, agents, representatives, affiliates, directors, officers, contractors, subcontractors, consultants, and Grant Recipients must adhere to all CARB confidentiality, disclosure, and privacy policies.

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- vi. If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII including all information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and report to State or federal officials where required by applicable laws.
- vii. The Grantee must sign all non-disclosure and confidentiality agreements provided by CARB and shall require its employees, officers, directors, affiliates, representatives, agents, Grant Recipients, consultants, contractors, and subcontractors to do the same when requested by CARB.
- viii. Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- ix. The Grantee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of Grantee or any of its employees, agents, officers, directors, affiliates, representatives, consultants, contractors, subcontractors or Grant Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to State or federal officials. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- x. If the Grantee believes disclosure of a confidential record or information may be required under the California Public Records Act, the Grantee shall first give CARB at least fourteen (14) calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall

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immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. The Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.

- xi. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.
- xii. Grantee certifies, represents, and warrants that:
 - 1) Its data and information security standards, tools, technologies, and procedures are sufficient to protect confidential, sensitive and PII data and information;
 - 2) Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 - a) The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - b) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
 - c) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and Grantee's plan to correct any negative findings shall be made available to the CARB upon request;
 - d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the CARB upon request; and
 - e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic

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Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

14. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Insurance Provisions Section and (2) Grant Insurance Requirements Section below. No payments of Grant Funds will be made under the Grant until and unless the Grantee fully complies with all insurance requirements.

- a. The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. No payments will be made under the Grant until the Grantee fully complies with all insurance requirements.

1. General Insurance Provisions

- a. Coverage Term - Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal - Grantee is responsible to notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. Premiums, Assessments and Deductibles - The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause - Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VII. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

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- f. Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance - Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.
 - h. Satisfying a Self-Insured Retention (SIR) -
All policies with a SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State's discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The Grantee's insurer may also eliminate the SIR / deductible in favor of the State's interests.
 - i. Available Coverages/Limits -
All coverage and limits available to the Grantee shall also be available and applicable to the State.
Use of Subcontractor - In the case of the Grantee's utilization of subcontractors to complete any part of the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee's insurance or supply evidence of the subcontractor's insurance to the State equal to policies, coverages, and limits required of the Grantee.
2. **Grant Insurance Requirements** - The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance:
- a. Commercial General Liability - The Grantee, and each subgrantee, shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant. A blanket

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additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- b. Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee shall maintain motor vehicle liability with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Grant. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. Cyber Liability coverage, with limits not less than \$2,000,000 per occurrence or claim -- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.
- e. Crime Insurance – Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first- and third-party theft for State-owned or leased property in the care, custody, and/or control

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of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

15. GENERAL PROVISIONS

- a. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- b. **Americans with Disabilities Act (ADA) Language.** Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee and/or its contractors, subcontractors or Grant Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB or the public in PDF format, Grantee, along with its contractors, subcontractors, and Grant Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.
 - i. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one (1) year following delivery of the final deliverable under this Grant Agreement.
 - ii. Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

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- c. **No Assignment.** This Grant Agreement is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written Amendment signed by authorized representatives of both Parties.
- d. **Audit.** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for five (5) years after a funded incentive activity has concluded whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to allow such CARB and other State designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, consultants, Grant Recipients, contractors, and subcontractors of Grantee who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Grant Recipients, contractors, consultants and subcontractors in relation to performance or use of the Grant Funds under this Grant Agreement. Notwithstanding the foregoing, CARB's right to audit Grantee's non-public contractors, consultants and subcontractors is limited to reimbursable Work Orders to confirm (a) timesheets and personnel billing rates to corresponding rate classifications; (b) personnel expense reports and supporting receipts; and (c) subcontractor costs, invoices and supporting receipts.
- e. **Availability of Funds.** Grantee acknowledges, agrees, and understands that Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, Grantor shall have no obligation and no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant Agreement or for any other reason.
- f. **Compliance with Law.** The Grantee agrees that it will, at all times, comply with, and require its employees, agents, representatives, officers, consultants, contractors, subcontractors, and Grant Recipients to comply with, all applicable federal, State, and local governmental laws, rules, guidelines, regulations, and requirements during the Term.
- g. **Conflict of Interest.** Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant

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of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a Grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include Grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three (3) times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the Grant may be voided. (See Gov. Code §§ 91000, 91003.)

- i. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a Grant application, or on any resulting Grant Agreement. Such individuals should not be listed on the Grant application except as necessary to show their role in the organization.
- ii. Note that an advisory body member's organization may continue to be eligible for a Grant. However, the Grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that Grant Agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded Grants.
- iii. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay Grant execution and/or distribution of funds.
- iv. The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must

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immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

h. Notice.

- i. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - 1) By delivery in person.
 - 2) By certified U.S. mail, return receipt requested, postage prepaid.
 - 3) By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
 - 4) By electronic means.
- ii. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one (1) business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4 of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

- i. **Disputes.** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer’s designated representative, in the Executive Officer’s sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
- j. **Alternative Enforcement.** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

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- k. **Entitlements and Regulatory Compliance.** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.
- l. **Environmental Justice.** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, State, and federal law.
- m. **Force Majeure.** Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing and without penalty, in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.
 - i. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately re-commence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.
 - ii. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.
- n. **Governing Law and Venue.** This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB

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and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

- o. **Electric Vehicle Charging Infrastructure and Equipment Installation.** Prior to executing sub-Grant agreements, Grantee must ensure the following requirements are included in all subgrantee agreements and or other agreements pursuant to this Grant:
- i. Prior to authorizing work, a subgrantee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
 - 1) An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-Grantee's authorized representative; and
 - 2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
 - ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
 - iii. Prior to remitting payment to a subgrantee, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements, and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
 - iv. These electric vehicle requirements do not apply to any of the following:
 - 1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
 - 2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
 - 3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

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- p. **Electric Vehicle Charger Uptime.** Grantee shall ensure that they, and any and all of their subgrantees, contractors, subcontractors, consultants, affiliates or representatives who receive or use any Grant Funds to support the installation of electric vehicle chargers (EVC) or charging stations (EVCS) on or after January 1, 2024, comply at all times with the applicable requirements of AB 2061 (2022; Pub. Resources Code, §25231.5, as amended by AB 126 (2023)), and any and all related uptime recordkeeping and reporting standards, as a condition of Grant Fund receipt or use and as a condition of participation in the Program. Uptime recordkeeping and reporting standards include but are not limited to those in Exhibit G. Uptime recordkeeping and reporting standards will apply for a minimum of six (6) years, unless the California Energy Commission decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs or EVCSs installed at residential real property containing four (4) or fewer dwelling units. This section shall remain in effect until January 1, 2035.
- q. **Grantee's Responsibility for Work.** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors, and Grant Recipients. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant Agreement, including, but not limited to, payment disputes with contractors, subcontractors, employees, agents, affiliates, suppliers, Grant Recipients and providers of services. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.
- i. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
 - ii. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
 - iii. Upon request, Grantee will provide CARB a copy of all solicitations for

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services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.

- iv. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
- v. The Grantee's obligation to pay its Grant Recipients is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any subcontractor. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Grant Agreement.
- vi. All subcontracts must, at a minimum, incorporate all of the following:
 - 1. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
 - 2. A detailed budget and timeline.
 - 3. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - 4. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
 - 5. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
 - 6. Language conforming to all of the General Provisions of this Grant Agreement.
- vii. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.
- r. **Indemnification.** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages claims, and expenses, including reasonable

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attorneys' fees, to the extent caused by the actions or inactions of the Grantee or any of its contractors, subcontractors, affiliates, employees, officers, agents, Grant Recipients and/or assigns, including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

- s. **Independent Actor.** The Grantee, its agents, employees, affiliates, contractors, subcontractors, suppliers, officers, Grant Recipients, and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.
- t. **Nondiscrimination.** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or protected leave usage, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:
 - i. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, protected leave usage, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, protected leave usage, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status.

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- ii. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- iii. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, Section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- iv. The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
- u. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools.** Grant recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, Section 5, article IX, Section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, Section 5 and article IX, Section 8. Failure to provide any requested information may result in denial of Grant Funds, future or termination of this Grant Agreement or any other agreements.
- v. **No Third-Party Rights.** The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grants remedies to, any third-party or third parties as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking establish herein.
- w. **Third Party Agreements, Required Terms.** All Grants, subgrants, technical Grants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any third-party using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):
 - i. Conflict of interest. By entering into this Grant, award, voucher,

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contract, subcontract or agreement, said party is or may be a direct or indirect recipient ("Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents and warrants that he, she, it is in compliance with all applicable State and federal conflict of interest laws on the date said Grant, award, contract, subcontract, Agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. Recipient further certifies, represents and warrants that he, she, it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers or programs. The Recipient acknowledges, understands, and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents, and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

- ii. Cooperation with Audits. Recipient warrants, represents and agrees to cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, State or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- iii. Payment on Demand. Recipient represents, warrants and agrees that upon notification by the Grantee or its authorized representative of an overpayment, a wrongful payment or a violation of or failure to comply with any of the Grant, agreement, contract, voucher or program requirements or obligations, Recipient will, without challenge or delay, remit to the Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- iv. Separate Accounts. If Recipient has received any funds as a Grant or subgrant pursuant to a Grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues, Grants, donations, or resources except where expressly authorized in

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the fully executed written Agreement between Recipient and the Grantee. Recipient will maintain all such Grant or subgrant funds in a separate bank account designated specifically for the purposes of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Recipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Recipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Recipient, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Recipient shall ensure that the Grantee is designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.

- v. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to any and all Recipient agreements, vouchers, contracts, subcontracts, awards and grants with the Grantee where any funds provided by CARB are used or applied.
- vi. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the Grant, award, contract, subcontract and/or agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said Grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, Grant, voucher, application and/or contract, as applicable.

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- vii. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, State and local air quality rules, regulations and statutes is a precondition to the receipt or use of any State funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any State funds on a rolling continuous basis. Recipient understands, acknowledges and agrees that a failure to comply in whole or in part with any local, State or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or Grant (as applicable) is, in each instance, a material breach of the conditions under which State funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California some or all of which may be impossible to easily calculate.
- viii. Liquidated Damages. If the Grantee or the State of California determines, within its or their sole and absolute discretion, that Recipient is in breach or has breached any obligation to remain in compliance with any applicable federal, State or local air quality rules, regulations and statutes, then Recipient, immediately upon demand, will pay the Grantee (or to CARB, as requested), as liquidated damages, the full amount of all State funds received to date. The Recipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the State of California or the Grantee irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the liquidated damages have been computed, estimated, and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.
- ix. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of

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law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, Grantees, subgrantees, or any third parties.

- x. Survival. Recipient acknowledges, agrees and accepts that those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of the Grant, award, contract, voucher, subcontract or Agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third-party beneficiary status, return of funds, data security, insurance, confidentiality, and the general provisions.
- x. **Executive Order N-6-22 - Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs State agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- y. **Office of Foreign Asset Control.** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants, and agrees that neither Grantee nor any of its contractors, subcontractors, Grant Recipients, affiliates, agents, employees, officers, representatives, or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United

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States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is fifty percent (50%) or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

- z. **Cumulative Remedies.** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
- aa. **Equipment/Vehicle Ownership.** Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, or representatives, is defined as having a useful life of at least one (1) year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used, or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.
- bb. **Paragraph Headings.** The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.
- cc. **Disadvantaged Communities.** The Grantee, for the purposes of this Program, the Project, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.
- dd. **Construction.** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

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- ee. **Assurances.** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's contractors, subcontractors, employees, agents, officers, Grant Recipients or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- ff. **Prevailing Wage and Labor Compliance.** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Grant Recipients.
- gg. **Professionals.** Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.
- hh. **Authority.** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on that Party's behalf.
- ii. **Severability.** If a court of competent jurisdiction holds any provision of this Grant 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 those provisions, will not be affected, and will remain in full force and effect.
- jj. **Timeliness.** Timely performance of this Grant Agreement is required. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.
- kk. **Waiver of Rights.** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- ll. **CARB as Third-Party Beneficiary.** Grantee represents, warrants, and agrees that Grantee shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, Grants, subgrants and other agreements entered into using Grant Funds or for the purpose of carry out any of the terms or conditions of this Grant Agreement during the Term.
- mm. **Order of Precedence.** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

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- i. Grant Agreement Cover Sheet
- ii. Exhibit A: Grant Agreement Terms and Conditions
- iii. Exhibit B: Statement of Work:
 - 1) Attachment I: Budget Summary
 - 2) Attachment II: Project Tasks
 - 3) Attachment III: Project Milestones
 - 4) Attachment IV: Key Project Personnel
- iv. Exhibit C: Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives
- v. Exhibit D: Grant Solicitation
- vi. Exhibit E: Grantee Application Package
- vii. Exhibit F: Payee Data Record
- viii. Exhibit G: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations
- nn. **Survival.** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.
- oo. **Amendments.** This Grant Agreement may only be amended by a written Amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties.

**EXHIBIT B
STATEMENT OF WORK
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

- 1) Attachment I: Budget Summary
- 2) Attachment II: Project Tasks
- 3) Attachment III: Project Milestones
- 4) Attachment IV: Key Project Personnel

Attachment I - Budget Summary

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Milestone	Task	CARB Funds	Match Funds	
			Cash	In-Kind
1	1, 2, 3	\$ 8,681.35	\$ -	\$ 3,297.64
2	4, 5	\$ 112,312.96	\$ -	\$ 2,015.22
3	6, 7	\$ 68,404.44	\$ -	\$ 2,015.22
4	8, 9	\$ 22,204.00	\$ -	\$ 2,015.22
5	10, 11	\$ 110,852.80	\$ -	\$ 2,290.03
6	12	\$ 35,945.80	\$ -	\$ 503.81
7	13	\$ 35,945.80	\$ -	\$ 503.81
8	14	\$ 270,867.60	\$ -	\$ 503.81
9	15, 16, 17, 18, 19	\$ 270,867.60	\$ -	\$ 4,809.06
10	20	\$ 30,942.80	\$ -	\$ 1,007.61
11	21	\$ 19,987.60	\$ -	\$ 1,007.61
12	22	\$ 55,108.40	\$ -	\$ 503.81
13	23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34	\$ 55,108.40	\$ -	\$ 12,686.76
14	35	\$ 61,661.70	\$ -	\$ 503.81
15	36	\$ 61,661.70	\$ -	\$ 503.81
16	37	\$ 19,987.60	\$ -	\$ 1,007.61
17	38	\$ 110,216.80	\$ -	\$ 1,007.61
18	39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51	\$ 51,767.60	\$ -	\$ 14,198.17
19	52	\$ -	\$ -	\$ 1,282.42
Subtotal		\$ 1,402,524.95	\$ -	\$ 51,663.04
Grand Total		\$ 1,402,524.95	\$	51,663.04

Attachment II – Project Tasks

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Detailed Scope of Work and Schedule

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
1	Initial Meeting	6/1/2024	6/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,282.42
2	Hire staff, onboard for EAROP and ZEV Project	6/15/2024	8/31/2024	1. EAROP ZEV Instructor/Coordinator a. Job Posting b. Job Description c. Employment Agreement d. Staffing Invoice	\$ 8,681.35	\$ -	\$ 1,007.61
3	Review Meeting 1	7/1/2024	7/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
4	Curriculum Development: Module 1 Safety Training	7/15/2024	10/15/2024	1. Draft Module 1 Safety Training a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice	\$ 112,312.96	\$ -	\$ 1,007.61
5	Review Meeting 2	8/1/2024	8/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
6	Curriculum Planning: Develop A-G Timeline, Course Description, Course Outline	8/15/2024	10/1/2024	1. A-G Timeline 2. Draft Course Description 3. Draft Course Outline 4. Articulation Agreement/Dual Enrollment Plan 5. Draft Pathway Profile 6. Draft Course Standards 7. Curriculum Planning Invoice	\$ 68,404.44	\$ -	\$ 1,007.61
7	Review Meeting 3	9/1/2024	9/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
8	Outreach Campaign 1: Back to School Night, Sophomore Presentations, Sophomore Tours, Middle School Tours	9/1/2024	3/1/2025	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number of students 5. Outreach Campaign Invoice	\$ 22,204.00	\$ -	\$ 1,007.61
9	Review Meeting 4	10/1/2024	10/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
10	Curriculum Development: Module 2 Vehicle Technologies	10/15/2024	2/15/2025	2. Draft Module 2 Vehicle Technologies a. Unit Maps	\$ 110,852.80	\$ -	\$ 1,007.61

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
					Cash	In-Kind	Cash	In-Kind
				b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice				
11	Prepare Quarterly Status Report 1	10/15/2024	10/15/2024	1. Submit Quarterly Status Report 1	\$ -	\$ 1,282.42	\$ -	\$ 1,282.42
12	Facility Modifications: Prepare existing automotive shop.	8/15/2024	2/1/2025	1. Prepare existing instructional space and shop for ZEV a. Facility Modification Plan b. Photos of existing facility	\$ 35,945.80	\$ 503.81	\$ -	\$ 503.81
13	Facility Modifications: Upgrade existing automotive shop.	2/1/2025	7/1/2025	Facilities Modification Invoice and photos	\$ 35,945.80	\$ 503.81	\$ -	\$ 503.81
14	Procure Equipment Initiation: Instructional materials, classroom equipment, safety kits	8/15/2024	2/1/2025	Develop Instructional Material and Equipment Plan	\$ 270,867.60	\$ 503.81	\$ -	\$ 503.81
15	Procure Equipment Completion: Instructional materials, classroom equipment, safety kits	2/1/2025	7/1/2025	1. Fulfill instructional material needs b. Equipment and Material invoices c. Delivery Confirmation d. Asset Inventory for items over \$500.00 e. Photos of equipment	\$ 270,867.60	\$ 503.81	\$ -	\$ 503.81

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				f. Photos of safety kits g. Procure Equipment Invoice			
16	Review Meeting 5	11/1/2024	11/15/2024	1. Meeting Agenda	\$ -	\$	\$ 1,007.61
17	Review Meeting 6	12/1/2024	12/15/2024	1. Meeting Agenda	-	\$	\$ 1,007.61
18	Prepare CA Climate Investment Report 1	12/15/2024	12/15/2024	1. Submit CA Climate Investment Report 1	-	\$	\$ 1,282.42
19	Review Meeting 7	1/1/2025	1/15/2025	1. Meeting Agenda	-	\$	\$ 1,007.61
20	Outreach Campaign 2: Class Tours, Field Trips	1/9/2025	5/30/2025	1. ZEV Specific Tours of EAROP and AC Transit a. Field Trip itineraries b. Dates, List of schools, number of students c. Tour agendas d. Dates, List of schools, number of students e. Outreach Campaign Invoice	\$ 30,942.80	\$ -	\$ 1,007.61
21	Outreach Campaign 3: Student Recruitment, EAROP Showcase, Course Selection Processes	1/9/2025	5/30/2025	1. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft) 2. EAROP Showcase focus on ZEV a. EAROP Showcase Flyers b. Photos of event 3. Partner District Course Selection Process a. Sample course selection	\$ 19,987.60	\$ -	\$ 1,007.61

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
							Cash	In-Kind
				sheets with ZEV Pathway listed b. Outreach Campaign Invoice				
22	Curriculum Development Initiation: Module 3 Vehicle Maintenance	1/9/2025	3/15/2025	1. Draft Module 3 Vehicle Maintenance a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments	\$ 55,108.40	\$	-	\$ 503.81
23	Curriculum Development Completion: Module 3 Vehicle Maintenance	3/15/2025	5/30/2025	1. Draft Module 3 Vehicle Maintenance a. Curriculum b. Instructional Strategies aligned to curriculum c. Pacing Guide d. Curriculum Development Invoice	\$ 55,108.40	\$	-	\$ 503.81
24	Prepare Quarterly Status Report 2	1/15/2025	1/15/2025	1. Submit Quarterly Status Report 2	\$ -	\$	-	\$ 1,282.42
25	Review Meeting 8	2/1/2025	2/15/2025	1. Meeting Agenda	\$ -	\$	-	\$ 1,007.61
26	Review Meeting 9	3/1/2025	3/15/2025	1. Meeting Agenda	\$ -	\$	-	\$ 1,007.61
27	Review Meeting 10	4/1/2025	4/15/2025	1. Meeting Agenda	\$ -	\$	-	\$ 1,007.61
28	Prepare Quarterly Status Report 3	4/15/2025	4/15/2025	1. Submit Quarterly Status Report 3	\$ -	\$	-	\$ 1,282.42
29	Review Meeting 11	5/1/2025	5/15/2025	1. Meeting Agenda	\$ -	\$	-	\$ 1,007.61
30	Review Meeting 12	6/1/2025	6/15/2025	1. Meeting Agenda	\$ -	\$	-	\$ 1,007.61
31	Prepare CA Climate Investment Report 2	6/15/2025	6/15/2025	1. Submit CA Climate Investment Report 2	\$ -	\$	-	\$ 1,282.42
32	Review Meeting 13	7/1/2025	7/15/2025	1. Meeting Agenda	\$ -	\$	-	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
33	Prepare Quarterly Status Report 4	7/15/2025	7/15/2025	1. Submit Quarterly Status Report 4	\$ -	\$ -	\$ 1,282.42
34	Review Meeting 14	8/1/2025	8/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
35	Pilot Class: 1st Round Cohorts enrolled and participating in HS ZEV Training Program	8/13/2025	12/22/2025	1. Pilot Class Initiation a. Course Description and Outline b. Sample Unit Plan c. Sample Lesson Plan d. Sample of student work e. EAROP Master Schedule	\$ 61,661.70	\$ -	\$ 503.81
36	Pilot Class: 1st Round Cohorts complete HS ZEV Training Program	12/22/2025	3/1/2026	1. Pilot Class Completion a. Pathway Profile b. Rosters c. WBL Photos d. Class Photos e. Pilot Class Invoice	\$ 61,661.70	\$ -	\$ 503.81
37	Outreach Campaign 4: Recruitment of 2nd Round Cohorts, Sophomores P/T, Presentations, BTSN, Showcase	8/13/2025	3/1/2026	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number	\$ 19,987.60	\$ -	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				of students 5. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft) 6. EAROP Showcase a. EAROP Showcase Flyers b. Photos of event 7. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed 8. Outreach Campaign Invoice			
38	Curriculum Development: Module 4 Infrastructure	8/13/2025	12/22/2025	1. Draft Module 4 Infrastructure a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Pathway Profile i. Curriculum Development Invoice	\$ 110,216.80	\$ -	\$ 1,007.61
39	Develop Sustainability Plan in recruitment, funding, and public relations	8/13/2025	3/1/2026	1. Apply for sustaining GSPP Grant a. Application	\$ 51,767.60	\$ -	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				2. Explore potential Youth Apprenticeship Programs for ZEV a. List of pertinent grants and applications b. Apprenticeship Linkage Plan 3. Continue Recruitment Efforts 4. Seek further industry and agency partnerships a. WBL Partner Plan b. WBL Partner List 5. Expend all Advance Payment 6. Sustainability Invoice			
40	Begin Data Collection	8/13/2025	9/15/2025	1. Establish baseline and objectives a. Student Demographics (Student Information System) i. Annually b. Pre-enrollment and Enrollment (Enrollment Tracking Documents) i. Spring and Fall c. Student Achievement (Student Information System) i. Semester, twice a year d. Student Surveys (Microsoft Forms) i. Semester, twice a year	\$ -	\$ -	\$ 1,007.61

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
							Cash	In-Kind
				e. Graduate Survey (Microsoft Forms)				
41	Review Meeting 15	9/1/2025	9/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
42	Review Meeting 16	10/1/2025	10/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
43	Prepare Quarterly Status Report 5	10/15/2025	10/15/2025	1. Submit Quarterly Status Report 5	\$ -	\$ -	\$ -	\$ 1,282.42
44	Review Meeting 17	11/1/2025	11/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
45	Review Meeting 18	12/1/2025	12/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
46	Prepare CA Climate Investment Report 3	12/15/2025	12/15/2025	1. Submit CA Climate Investment Report 3	\$ -	\$ -	\$ -	\$ 1,282.42
47	Review Meeting 19	1/1/2026	1/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
48	Prepare Quarterly Status Report 6	1/15/2026	1/15/2026	1. Submit Quarterly Status Report 6	\$ -	\$ -	\$ -	\$ 1,282.42
49	Review Meeting 20	2/1/2026	2/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
50	Review Meeting 21	3/1/2026	3/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
51	Prepare Draft Final Status Report	3/1/2025	3/1/2025	1. Submit Draft Final Status Report	\$ -	\$ -	\$ -	\$ 1,282.42
52	Submit Final Status Report	3/15/2026	4/1/2026	1. Submit Final Status Report	\$ -	\$ -	\$ -	\$ 1,282.42
Subtotal					\$ 1,402,524.95	\$ -	\$ -	\$ 51,663.04
Grand Total					\$ 1,402,524.95	\$ -	\$ -	\$ 51,663.04

Attachment III – Project Milestones

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Detailed Scope of Work and Schedule

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
1	1	Initial Meeting	6/1/2024	6/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,282.42
1	2	Hire staff, onboard for EAROP and ZEV Project	6/15/2024	8/31/2024	1. EAROP ZEV Instructor/Coordinator a. Job Posting b. Job Description c. Employment Agreement d. Staffing Invoice	\$ 8,681.35	\$ -	\$ 1,007.61
1	3	Review Meeting 1	7/1/2024	7/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
2	4	Curriculum Development: Module 1 Safety Training	7/15/2024	10/15/2024	1. Draft Module 1 Safety Training a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice	\$ 112,312.96	\$ -	\$ 1,007.61
2	5	Review Meeting 2	8/1/2024	8/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
3	6	Curriculum Planning: Develop A-G Timeline, Course Description, Course Outline	8/15/2024	10/1/2024	1. A-G Timeline 2. Draft Course Description 3. Draft Course Outline 4. Articulation Agreement/Dual Enrollment Plan 5. Draft Pathway Profile 6. Draft Course Standards 7. Curriculum Planning Invoice	\$ 68,404.44	\$ 1,007.61		
	7	Review Meeting 3	9/1/2024	9/15/2024	1. Meeting Agenda	\$ -	\$ 1,007.61		
4	8	Outreach Campaign 1: Back to School Night, Sophomore Presentations, Sophomore Tours, Middle School Tours	9/1/2024	3/1/2025	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number of students 5. Outreach Campaign Invoice	\$ 22,204.00	\$ 1,007.61		
	9	Review Meeting 4	10/1/2024	10/15/2024	1. Meeting Agenda	\$ -	\$ 1,007.61		

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
5	10	Curriculum Development: Module 2 Vehicle Technologies	10/15/2024	2/15/2025	2. Draft Module 2 Vehicle Technologies a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice	\$ 110,852.80	\$ -	\$ 1,007.61
5	11	Prepare Quarterly Status Report 1	10/15/2024	10/15/2024	1. Submit Quarterly Status Report 1	\$ -	\$ -	\$ 1,282.42
6	12	Facility Modifications: Prepare existing automotive shop.	8/15/2024	2/1/2025	1. Prepare existing instructional space and shop for ZEV a. Facility Modification Plan b. Photos of existing facility	\$ 35,945.80	\$ -	\$ 503.81
7	13	Facility Modifications: Upgrade existing automotive shop.	2/1/2025	7/1/2025	Facilities Modification Invoice and photos	\$ 35,945.80	\$ -	\$ 503.81
8	14	Procure Equipment Initiation: Instructional materials, classroom equipment, safety kits	8/15/2024	2/1/2025	Develop Instructional Material and Equipment Plan	\$ 270,867.60	\$ -	\$ 503.81
9	15	Procure Equipment Completion: Instructional	2/1/2025	7/1/2025	1. Fulfill instructional material needs	\$ 270,867.60	\$ -	\$ 503.81

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
		materials, classroom equipment, safety kits			b. Equipment and Material invoices c. Delivery Confirmation d. Asset Inventory for items over \$500.00 e. Photos of equipment f. Photos of safety kits g. Procure Equipment Invoice				
9	16	Review Meeting 5	11/1/2024	11/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
9	17	Review Meeting 6	12/1/2024	12/15/2024	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
9	18	Prepare CA Climate Investment Report 1	12/15/2024	12/15/2024	1. Submit CA Climate Investment Report 1	\$ -	\$ -	\$ -	\$ 1,282.42
9	19	Review Meeting 7	1/1/2025	1/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ -	\$ 1,007.61
10	20	Outreach Campaign 2: Class Tours, Field Trips	1/9/2025	5/30/2025	1. ZEV Specific Tours of EAROP and AC Transit a. Field Trip itineraries b. Dates, List of schools, number of students c. Tour agendas d. Dates, List of schools, number of students e. Outreach Campaign Invoice	\$ 30,942.80	\$ -	\$ -	\$ 1,007.61
11	21	Outreach Campaign 3: Student Recruitment, EAROP Showcase, Course Selection Processes	1/9/2025	5/30/2025	1. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft)	\$ 19,987.60	\$ -	\$ -	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					2. EAROP Showcase focus on ZEV a. EAROP Showcase Flyers b. Photos of event 3. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed b. Outreach Campaign Invoice			
12	22	Curriculum Development Initiation: Module 3 Vehicle Maintenance	1/9/2025	3/15/2025	1. Draft Module 3 Vehicle Maintenance a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments	\$ 55,108.40	\$ -	\$ 503.81
13	23	Curriculum Development Completion: Module 3 Vehicle Maintenance	3/15/2025	5/30/2025	1. Draft Module 3 Vehicle Maintenance a. Curriculum b. Instructional Strategies aligned to curriculum c. Pacing Guide d. Curriculum Development Invoice	\$ 55,108.40	\$ -	\$ 503.81
13	24	Prepare Quarterly Status Report 2	1/15/2025	1/15/2025	1. Submit Quarterly Status Report 2	\$ -	\$ -	\$ 1,282.42
13	25	Review Meeting 8	2/1/2025	2/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	26	Review Meeting 9	3/1/2025	3/15/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
13	27	Review Meeting 10	4/1/2025	4/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
13	28	Prepare Quarterly Status Report 3	4/15/2025	4/15/2025	1. Submit Quarterly Status Report 3	\$ -	\$ 1,282.42		
13	29	Review Meeting 11	5/1/2025	5/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
13	30	Review Meeting 12	6/1/2025	6/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
13	31	Prepare CA Climate Investment Report 2	6/15/2025	6/15/2025	1. Submit CA Climate Investment Report 2	\$ -	\$ 1,282.42		
13	32	Review Meeting 13	7/1/2025	7/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
13	33	Prepare Quarterly Status Report 4	7/15/2025	7/15/2025	1. Submit Quarterly Status Report 4	\$ -	\$ 1,282.42		
13	34	Review Meeting 14	8/1/2025	8/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
14	35	Pilot Class: 1st Round Cohorts enrolled and participating in HS ZEV Training Program	8/13/2025	12/22/2025	1. Pilot Class Initiation and Course Description and Outline b. Sample Unit Plan c. Sample Lesson Plan d. Sample of student work e. EAROP Master Schedule	\$ 61,661.70	\$ 503.81		
15	36	Pilot Class: 1st Round Cohorts complete HS ZEV Training Program	12/22/2025	3/1/2026	1. Pilot Class Completion a. Pathway Profile b. Rosters c. WBL Photos d. Class Photos e. Pilot Class Invoice	\$ 61,661.70	\$ 503.81		
16	37	Outreach Campaign 4: Recruitment of 2nd Round Cohorts, Sophomores P/T, Presentations, BTSN, Showcase	8/13/2025	3/1/2026	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools,	\$ 19,987.60	\$ 1,007.61		

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
					number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number of students 5. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft) 6. EAROP Showcase a. EAROP Showcase Flyers b. Photos of event 7. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed 8. Outreach Campaign Invoice				
17	38	Curriculum Development: Module 4 Infrastructure	8/13/2025	12/22/2025	1. Draft Module 4 Infrastructure a. Unit Maps b. Summative Assessments	\$ 110,216.80	\$	-	\$ 1,007.61

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
					c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Pathway Profile i. Curriculum Development Invoice				
18	39	Develop Sustainability Plan in recruitment, funding, and public relations	8/13/2025	3/1/2026	1. Apply for sustaining GSPP Grant a. Application 2. Explore potential Youth Apprenticeship Programs for ZEV a. List of pertinent grants and applications b. Apprenticeship Linkage Plan 3. Continue Recruitment Efforts 4. Seek further industry and agency partnerships a. WBL Partner Plan b. WBL Partner List 5. Expend all Advance Payment 6. Sustainability Invoice	\$ 51,767.60	\$ -	\$ 1,007.61	

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
18	40	Begin Data Collection	8/13/2025	9/15/2025	1. Establish baseline and objectives a. Student Demographics (Student Information System) i. Annually b. Pre-enrollment and Enrollment (Enrollment Tracking Documents) i. Spring and Fall c. Student Achievement (Student Information System) i. Semester, twice a year d. Student Surveys (Microsoft Forms) i. Semester, twice a year e. Graduate Survey (Microsoft Forms)	\$ -	\$ 1,007.61		
	41	Review Meeting 15	9/1/2025	9/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
	42	Review Meeting 16	10/1/2025	10/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
18	43	Prepare Quarterly Status Report 5	10/15/2025	10/15/2025	1. Submit Quarterly Status Report 5	\$ -	\$ 1,282.42		
18	44	Review Meeting 17	11/1/2025	11/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
18	45	Review Meeting 18	12/1/2025	12/15/2025	1. Meeting Agenda	\$ -	\$ 1,007.61		
18	46	Prepare CA Climate Investment Report 3	12/15/2025	12/15/2025	1. Submit CA Climate Investment Report 3	\$ -	\$ 1,282.42		
18	47	Review Meeting 19	1/1/2026	1/15/2026	1. Meeting Agenda	\$ -	\$ 1,007.61		
18	48	Prepare Quarterly Status Report 6	1/15/2026	1/15/2026	1. Submit Quarterly Status Report 6	\$ -	\$ 1,282.42		
18	49	Review Meeting 20	2/1/2026	2/15/2026	1. Meeting Agenda	\$ -	\$ 1,007.61		

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
18	50	Review Meeting 21	3/1/2026	3/15/2026	1. Meeting Agenda	\$	-	\$ 1,007.61
18	51	Prepare Draft Final Status Report	3/1/2026	3/1/2026	1. Submit Draft Final Status Report	\$	-	\$ 1,282.42
19	52	Submit Final Status Report	3/15/2026	4/1/2026	1. Submit Final Status Report	\$	-	\$ 1,282.42
						Subtotal	\$ 1,402,524.95	\$ 51,663.04
						Grand Total	\$ 1,402,524.95	51,663.04

Attachment IV - Key Project Personnel

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Business	Name	Position	Duties
EAROP	Blaine Torpey	Superintendent	Grant Program Management
EAROP	Mercedes Henderson	Human Resources Administrator	Hiring, Credentialing, Onboarding, continued staff support
EAROP	Anthony Oum	Business Services Administrator	Grant Fiscal Management
EAROP	Manuschka Michaud	Principal	ZEV Program Management
EAROP	Michelle Stephens	Pathways Coordinator	Curriculum and Pathway Development
EAROP	Abraham Mendoza	Work Based Learning Specialist	Pathway and Industry Partnership Development
EAROP	Johanna Lopez	Website and Marketing Specialist	Marketing, Public Relations, and Recruitment
EAROP	TBD	Zero Emission Vehicle Instructor/Program Coordinator	ZEV Program Development, Implementation, and Instruction
Hatch	Daniel Lang, PhD	Zero Emissions Specialist	Provide Subject Matter Expertise on zero emissions technologies to develop curriculum

Exhibit B, Statement of Work
Grant Number: G21-AEVS-01

Hatch	Matthew Post	Curriculum Development Lead	Lead curriculum development
Hatch	Elaine Hsieh	Training Development Support	Support curriculum development

EXHIBIT C
FISCAL YEAR 2021-22 FUNDING PLAN
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

(PLACEHOLDER)

**EXHIBIT D
GRANT SOLICITATION
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

(PLACEHOLDER)

EXHIBIT E
GRANT APPLICATION PACKAGE
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

(PLACEHOLDER)

**EXHIBIT F
PAYEE DATA RECORD
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

(PLACEHOLDER)

**EXHIBIT G
RECORDKEEPING AND RELIABILITY STANDARDS FOR ELECTRIC VEHICLE
CHARGERS AND CHARGING STATIONS
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

(PLACEHOLDER)



DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2024-2025 School Year

BACKGROUND

The Eden Area ROP has a longstanding track record of maximizing grant funding on behalf of the Eden Area ROP and our partner districts. The Eden Area ROP has over a dozen new and overlapping grants that will be in play in 2024-2025. The Superintendent's Office is responsible for fiscal management of the grants, the overall implementation of grant activities, as well as ensuring that all reporting requirements are met. Below is a list of grants we will be coordinating in 2024-2025:

- Career Technical Education Incentive Grant (CTEIG) Round 9
- Strong Workforce Program (SWP) Round 5 Connections
- Workforce Innovation and Opportunity Act (WIOA)
- Workability
- Downtown Hayward Promise Neighborhood (HPN)
- Bay Area K16 Collaborative
- California Apprenticeship Innovation (CAI): Dental Assisting Pre-Apprenticeship
- California Apprenticeship Innovation (CAI): Dental Assisting Apprenticeship
- California Apprenticeship Innovation (CAI): Careers in Education Pre-Apprenticeship
- California Air Resources Board (CARB) Zero Emissions Vehicle (ZEV) Training Program
- Alameda County Workforce Development Board (ACWDB) Student Training and Employment Program (STEP) Forward Grant
- City of Hayward Urban Farming
- Middle College Grant (pending)
- Golden State Pathways Program: Health Careers Pathway (pending)
- Golden State Pathways Program: Careers in Education Pathway (pending)
- Golden State Pathways Program: Zero Emission Vehicle Pathway (pending)

Linda Granger is a retired Eden Area ROP employee and former Superintendent who has extensive expertise in supporting the management of grants with a specific specialty in the fiscal management of grants.

CURRENT SITUATION

Significant funding opportunities for Career Technical Education (CTE) via competitive grants continue to be a priority for the Eden Area ROP Center and partner districts. Ms. Granger's expertise is a valuable resource for the organization this year.

The attached is a copy of the agreement between Linda Granger and the Eden Area ROP to provide grant support and consulting services for the 2024-2025 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Linda Granger for grant support and consulting services for the 2024-2025 school year.



AGREEMENT FOR SERVICE 2024-2025

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Linda Granger (the "Service Provider") between July 1, 2024 through June 30, 2025.

BACKGROUND:

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

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
 - Provide extensive, contextualized one-on-one support regarding grant budget development and implementation
 - Provide unlimited phone and email contact to address any specific issues or concerns
 - Provide support in preparing grants in partnership with the organization
 - Provide training to ensure smooth transition in management of existing grant programs

Term of Agreement

2. The term of this Agreement will begin as needed throughout the 2024-2025 school year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. The service provider will be paid \$175 per hour worked for a maximum of 200 hours. Days worked will be mutually agreed upon by both parties.
5. Compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Linda Granger, Service Provider

Date

Blaine Torpey, Superintendent
Eden Area ROP

Date

DATE: June 7, 2024
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the First Amendment to the Superintendent's Employment Agreement

BACKGROUND

Superintendent Blaine C. Torpey was appointed by the Governing Board as the Eden Area Regional Occupational Program Superintendent during the June 16, 2022, Governing Board Meeting, with his term beginning on July 1, 2022.

CURRENT SITUATION

The Governing Board has been presented with a first Amendment to the Employment Agreement for Superintendent Torpey. The Amendment modifies the agreement's term such that it shall commence on July 1, 2024, and terminate on June 20, 2028.

FISCAL IMPACT:

No additional fiscal impact.

RECOMMENDATION

It is recommended that the Governing Board approve the first amendment to the Superintendent's Employment Agreement.

This is the First Amendment to the existing employment agreement between Eden Area Regional Occupational Program (hereinafter "EAROP" or "Board") and Blaine C. Torpey, Superintendent (hereinafter "Superintendent") that was Board-approved on June 9, 2023 ("Agreement").

Paragraph 19 of the Agreement, states:

This Agreement constitutes the full and complete understanding between the parties hereto, and in order to promote understanding and good decision-making, any changes or modifications to this Agreement shall be made only in writing and executed by all parties or their successors in interest to this.

The Board and Superintendent desire to modify the Agreement and therefore, the Parties agree to the following:

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2028, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

GOVERNING BOARD OF THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Upon review of and a motion by Trustee _____ and a second by Trustee _____ the Governing Board approved addendum to the Superintendent's employment agreement.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

James Aguilar, Governing Board President

Approval Date

ACCEPTANCE

I hereby accept this contract of employment and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the Eden Area Regional Occupational Program.

Blaine C. Torpey, Superintendent

Date of Acceptance