



# Eden Area ROP

## GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • [www.edenrop.org](http://www.edenrop.org)

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**Thursday, February 6, 2025**  
**5:45 pm**

### GOVERNING BOARD MEMBERS

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James Aguilar, President	San Leandro Unified School District
Juan Campos, Member	San Lorenzo Unified School District
Sara E. Raymond, Member	Castro Valley Unified School District
Ken Rawdon, Member	Hayward Unified School District

### MISSION STATEMENT

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



## Regular Meeting of the ROP Governing Board

Date: Thursday, February 6, 2025  
Time: 5:45 p.m.  
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545  
Virtual via Zoom: <https://zoom.us/j/96157644480?pwd=XfHTjHcFvwObgrh5rv5jEOxdbMecYw.1>

### **Attend Zoom Meeting Instructions:**

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

Meeting ID: **961 5764 4480**

Passcode: **EAROP2425**

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

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

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

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

### **Public Comment Instructions:**

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

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

## AGENDA

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

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

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

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

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Mission Statement**
- V. Core Values**
- VI. Approval of Agenda**
- VII. Public Comment for Agenda items and matters that are related to the Eden Area ROP**

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

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

**Public Comments:**

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

**Public Comment if attending meeting in person:**

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

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

**Public Comment if attending meeting via Zoom:**

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

**VIII. Student of the Month**

- A. Presentation of ROP Student of the Month Awards (page 7)

**IX. Consent Calendar**

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

**Page 3 – Agenda for the February 6, 2025 Regular Meeting of the ROP Governing Board**

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of December 12, 2024 (pages 9-15)
- B. Request the Governing Board to approve the Bill Warrants (pages 16-26)
- C. Request the Governing Board to approve the Personnel Action Items (pages 27-28)
- D. Request the Governing Board to approve the Listed Donation-H & J Diaz Family Foundation (page 29)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 30-31)
- F. Request the Governing Board to approve the Receipt of the Grant Award Notification (GAN): Golden State Pathways Program Funds (pages 32-38)
- G. Request the Governing Board to approve the Budget Development Calendar for the 2025-2026 School Year (pages 39-40)
- H. Request the Governing Board to approve the Agreement with American Fidelity to Provide Section 125 Flexible Benefit Plan Services for the 2025 Calendar Year (pages 41-77)

**X. Information Items**

- A. ROP Pathway Review-Public Safety (pages 79-81)
- B. Midyear Review of the Superintendent's Goals (pages 82-85)
- C. Student Survey Data (page 86)
- D. Workforce Innovation and Opportunity Act (WIOA) Grant Overview (page 87)
- E. First Reading of Governing Board Policies, Administrative Regulations, Board Bylaw and Exhibit (pages 88-138)

**XI. Action Items**

- A. Request the Governing Board to approve the Adoption of Resolution 6-24/25: Career Technical Education Month (February) (pages 140-141)
- B. Request the Governing Board to approve the Governing Board Reorganization (page 142)
- C. Request the Governing Board to approve the Agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for Dental Assisting Apprenticeship Program August 1, 2024, through December 31, 2027 (pages 143-158)

**XII. Communications**

- A. Letter from the Alameda County Office of Education regarding the First Interim (page 160)

**XIII. Superintendent's Report**

**XIV. Governing Board Reports**

**XV. 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 Discipline/Dismissal/Release

Government Code 54957

**XVI. 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 Discipline/Dismissal/Release  
Government Code 54957

**XVII. Adjournment**

# **STUDENT OF THE MONTH**

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**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Presentation of ROP Student of the Month Awards

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

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

<b>STUDENT NAME</b>	<b>HIGH SCHOOL</b>	<b>ROP PROGRAM</b>	<b>INSTRUCTOR</b>
Brandon Alfaro	Brenkwitz	Medical Careers	Jackson
Adrian Ahumada	Arroyo	Careers in Law, Forensics & Public Safety	Kanhai
Jessica Stevens	San Lorenzo	Careers in Law & Public Safety	O'Connell
Jennifer Mondragon	Mt. Eden	Entrepreneurship	Rosas

## **RECOMMENDATION**

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Information only

# CONSENT CALENDAR

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**Minutes of the Regular Meeting of the ROP Governing Board  
December 12, 2024**

**I. Call to Order**

James Aguilar, Board President, called the meeting to order at 5:45 p.m. on Thursday, December 12, 2024, in the Boardroom, at the Eden Area Regional Occupational Program located at 26316 Hesperian Blvd., Hayward, CA 94545.

**II. Roll Call**

Eden Area ROP Governing Board Members Present:

James Aguilar, President	San Leandro USD	
Penny Peck, Vice President	San Lorenzo USD	
Gary Howard, Member	Castro Valley USD	
Dr. April Oquenda, Member	Hayward USD	arrived at 5:47 pm

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Davide Espinoza	Automotive Technology Instructor
Jessica Fagundes	Career Counselor
Gabriela Juarez	Executive Assistant
Todd O'Leary	Automotive Technology Instructor
Daniel Pareja	Automotive Collision and Refinishing Instructor

**III. Pledge of Allegiance**

Anthony Oum led the Pledge of Allegiance.

**IV. Mission Statement**

Maria Alaguna Muñoz read the Eden Area ROP mission statement.

**V. Core Values**

Blaine Torpey read the Eden Area ROP Core Values.

**VI. Approval of Agenda**

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

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

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

**VII. Student of the Month Awards**

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

<b>STUDENT NAME</b>	<b>HIGH SCHOOL</b>	<b>ROP PROGRAM</b>	<b>INSTRUCTOR</b>
Cristian Garcia-Villanueva	Tennyson	Automotive Technology	Espinoza
Jorge Bolanos	Arroyo	Automotive Technology	O'Leary
Maria Alaguna Muñoz	San Lorenzo	Automotive Collision & Refinishing	Pareja

Jessica Fagundes, Career Counselor, introduced the instructors, who in turn presented their students to the Governing Board. Each student received a framed certificate of achievement and had the opportunity to introduce their family and share a few words.

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

None.

**IX. Consent Calendar**

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

- A. Minutes of the Regular Governing Board Meeting of November 7, 2024
- B. Bill Warrants
- C. Personnel Action Items
- D. Listed Donation-Daniel Hernandez
- E. Listed Donation-Red Door Restoration
- F. Listed Donation-Tony Brenta, Phoenix Lighting Company
- G. Grant Expansion Stipend for Operations (Information Technology Specialist) for the 2024-2025 Fiscal Year
- H. Adoption of Resolution 5-24/25: Conflict of Interest Code (Form E1 9270)
- I. Agreement with the Alameda County Office of Education (ACOE), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters for the 2024-2025 School Year

Trustee Penny Peck seconded the motion.

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

**X. Information Items**

**A. ROP Pathway Reviews- Structural Repair and Refinishing**

Blaine Torpey, Superintendent, provided an overview of the Automotive Collision and Refinishing program in the Structural Repair and Refinishing pathway, which falls within

the transportation sector and focuses on structural repair and refinishing. This program is A-G approved, fulfilling the "G" elective requirement. He noted that Daniel Pareja, instructor, leads the program, ensuring students receive hands-on training and industry-aligned skills.

Daniel Pareja, Instructor, provided an overview of the Automotive Collision and Refinishing program, emphasizing the importance of building a community within the class while focusing on entry-level skills and workplace readiness. The curriculum is designed to prepare students for industry expectations by covering soft skills, estimating, collision repair, welding, fabrication, painting, and detailing. Students gain experience from start to finish, learning how to interact with customers and complete full vehicle restorations.

Estimating was highlighted as a critical skill requiring knowledge of vehicle construction, engineering, and industry repair processes. Many students who enter the field begin as technicians and later transition into junior estimator roles due to their understanding of both the technical and business aspects of the industry. Mr. Pareja also emphasized the growing importance of metal fabrication and aluminum repair in response to evolving automotive trends.

The program recently became an I-CAR Academy Program, providing students with industry-recognized certifications that transfer directly into the workforce. Students earn certification badges as they complete projects, demonstrating their hands-on proficiency in different aspects of collision repair. Many graduates secure internships and jobs with industry partners such as Gillig, Chabot College, and family-owned repair shops, with some progressing into supervisory roles.

His student of the month, Maria, joined the presentation to share her experience in the program, discussing her favorite project, a metal fabrication assignment requiring welding and shaping techniques. She emphasized the importance of self-discipline and precision in mastering these skills.

## **B. ROP Pathway Review-Systems Diagnostics, Service, and Repair**

Manuschka Michaud, Principal, introduced Automotive Technology Instructors David Espinoza and Todd O'Leary, highlighting that the program is UC a-g approved and provides students with transferable skills across multiple career pathways. Students in these programs can pursue careers in automotive operations, airline repair, structural refinishing, and system diagnostics and repair.

A key point of pride is the apprenticeship and internship opportunities available to students. Ms. Michaud recognized Mr. Espinoza's success in placing students into the Peterson CAT ThinkBIG program, a highly competitive heavy-duty equipment and diesel automotive repair apprenticeship. The program initially accepted one high school student two years ago, but due to its success, Peterson CAT has since increased its intake to eight students, with five more currently being considered.

David Espinoza, Instructor, provided an update on the Automotive Technology Program, highlighting the success of students in securing apprenticeships with Peterson CAT's ThinkBIG program, which has expanded its intake to 5-8 students per year due to the program's effectiveness. Enrollment remains strong, with class sizes limited to 26 students for better instruction and management.

The program emphasizes work-based learning, with guest speakers from UTI, Peterson CAT, and industry advisors regularly visiting to mentor students. Job shadowing opportunities have also expanded, with local businesses committed to mentoring

students in real-world environments. The program maintains a strong advisory board of 15 industry professionals, many of whom are program alumni, ensuring continued industry alignment and support.

Students benefit from dual enrollment with Chabot College, earning college credit for successfully completing coursework. Additionally, students obtain multiple industry-recognized certifications, including ASE student certifications, providing direct pathways into employment.

Graduates have secured positions with Ford, Lexus, and AutoZone, among others. The program prepares students not only for technical roles as mechanics but also for careers in service advising, parts management, and dealership operations. Mr. Espinoza emphasized the high demand for skilled automotive professionals, particularly as baby boomers retire, creating significant industry opportunities for students.

### **C. Fall Advisory Committee Meetings**

Mark Rizkallah, Assistant Principal-Pathways, provided an overview of the Fall Advisory Meeting, which took place on the Thursday before Thanksgiving break. The meeting included participation from teachers across all district partners, Castro Valley, Hayward, San Lorenzo, and San Leandro, as well as ROP Center instructors.

Each pathway advisor had the opportunity to gain a comprehensive understanding of various pathway programs and curricula. The meeting focused on industry trends, curriculum updates, and program needs, allowing advisors to provide input on program development and workforce alignment.

The meeting had over 70 industry advisors and 30 teachers across 19 pathways. The goal is to establish long-standing partnerships, similar to the Auto Technology advisory, which has maintained industry involvement for over 10 years. These continued engagements help strengthen work-based learning opportunities, including guest speaking engagements, field trips, and internships.

### **D. Student Training and Employment Program (STEP) Grant Overview**

Michelle Stephens, Assistant Principal-Educational Services, reviewed the Student Training and Employment Program (STEP). The Eden Area ROP received the STEP award from the Alameda County Workforce Development Board (ACWDB) in January 2023, with implementation beginning in March 2023. The program is designed to provide employment opportunities for students with disabilities, aged 16 to 21, in partnership with the Department of Rehabilitation, local Workforce Development Boards, and the American Job Centers of California.

She noted that Gilbert Seegmiller, Workforce Readiness Coordinator, has played a crucial role in facilitating workforce readiness seminars, job training, and soft skills development, while also emphasizing self-advocacy for students. The program has yielded notable success stories, particularly in paid internships, with 36 students completing workforce readiness seminars and 13 participating in paid internships, including three students who were hired after completing their internships.

For the 2024-2025 program year, the goal is to have 48 students complete the fall and spring workforce readiness seminars, with 20 students eligible for summer internships. A video presentation was shared to highlight student achievements and the impact of the program. Mrs. Stephens recognized Mr. Seegmiller's dedication in providing a supportive transition into the workforce for students with disabilities, ensuring they have the necessary tools and resources to succeed.

**XI. Action Items**

**A. Request the Governing Board to approve the 2024-2025 First Interim Report**

Upon review of and a motion by Trustee April Oquenda and a second by Trustee Gary Howard the Governing Board approved the 2024-2025 First Interim Report.

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

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

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the second reading and adoption of Governing Board Policies, Administrative Regulations, Board Bylaws, and Exhibits.

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

**C. Request the Governing Board to approve the Cybersecurity Course for Adult Programs**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee April Oquenda the Governing Board approved the Cybersecurity Course for Adult Programs.

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

**D. Request the Governing Board to approve the MOU with the Public Health Institute/FACES for the Future Coalition for Health Career Training and Work-Based Learning, Academic Support, Wellness Services, and Youth Leadership Development for the 2024-2025 School Year**

Upon review of and a motion by Trustee April Oquenda and a second by Trustee Penny Peck the Governing Board approved the MOU with the Public Health Institute/FACES for the Future Coalition for health career training and work-based learning, academic support, wellness services, and youth leadership development for the 2024-2025 school year.

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

**E. Request the Governing Board to approve the MOU with California State University, East Bay Foundation, Inc. (CSUEBF)/Hayward Promise Neighborhoods (HPN) to support College and Career Readiness through the Black Educational Excellence, LLC from January 1, 2025 through December 31, 2026**

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Gary Howard the Governing Board approved the MOU with California State University, East Bay Foundation, Inc. (CSUEBF)/Hayward Promise Neighborhoods (HPN) to support college and career readiness through the Black Educational Excellence, LLC from January 1, 2025 through December 31, 2026.

AYES: 3(Aguilar, Howard, Peck)  
NOES: 0  
ABSTENTIONS: 1 (Oquenda)  
ABSENT: 0

**F. Request the Governing Board to approve the Agreement with Black Educational Excellence, LLC for the Hayward Promise Neighborhoods Student Engagement Project from January 1, 2025 through December 31, 2025**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Penny Peck the Governing Board approved the Agreement with Black Educational Excellence, LLC for the Hayward Promise Neighborhoods Student Engagement Project from January 1, 2025 through December 31, 2025.

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

**XII. Superintendent's Report**

Blaine Torpey, Superintendent, expressed appreciation for the outgoing Eden Area ROP Board members, recognizing Trustees Peck, Oquenda and Howard for their leadership and service. He acknowledged the collective efforts of the Board and staff in positively impacting students and the community. He thanked them for their time and dedication to the Eden Area ROP Board.

Superintendent Torpey highlighted a recent visit from Hatch Consulting, a team working with Eden Area ROP since September 2023 to support the ZEV grant application and implementation. The visit included a hydrogen fueling station tour at the Port of Oakland and a zero emission bus training facility tour at AC Transit. Notably, a former ROP student now working in hydrogen energy shared how the program influenced his career path. The visits reinforced the challenges and innovative efforts in developing new programs, particularly the Zero Emissions Vehicle Pathway, which is currently in course development.

Superintendent Torpey announced that Eden Area ROP was awarded two Strong Workforce Program grants, one focused on expanding healthcare access for English learners and another aimed at enhancing dual enrollment opportunities. These initiatives will provide broader student access to career pathways and college credit opportunities.

The Student Ambassador Program was also highlighted, with ambassadors leading sophomore tours on November 19. During the event, a medical emergency occurred, and students from the First Responder (Fire Science/EMT) program acted swiftly, demonstrating their training and leadership skills.

In professional development, Eden Area ROP staff attended key conferences, including the CTE Conference and the Chabot Dual Enrollment Summit. Additionally, a

construction management consultant was hired to assist with facility upgrades, particularly welding room renovations and zero emissions training projects.

Superintendent Torpey concluded his report by providing an achievement under each of his goals.

**XIII. Governing Board Reports**

Trustee Penny Peck, San Lorenzo USD representative, emphasized with the SLzUSD Board the importance of selecting a dependable and committed individual to take over responsibilities. Additionally, she shared insights from her experience on the Eden Area ROP Board, acknowledging the program's impact and the value it provides to students and the community.

Trustee Peck commended Eden Area ROP for its inclusive approach to career education, noting that historical gender-based divisions in programs have been eliminated. She specifically referenced the Automotive program, where female students are actively supported and encouraged, ensuring they are not isolated or overlooked in a traditionally male-dominated field. She praised ROP's commitment to equity and student success, recognizing it as a core organizational value.

She concluded by sharing a personal anecdote about a recent visit to the dentist, where she noticed that many of the support staff were Eden Area ROP graduates, highlighting the program's impact on workforce development in the community.

Trustee Gary Howard, Castro Valley USD representative, expressed his continued appreciation for Eden Area ROP and its impact on students. He highlighted the enthusiasm and engagement that students demonstrate, emphasizing that the difference in the program is palpable. He shared that the students' genuine excitement and hands-on experience set the ROP apart, making it difficult to fully describe without firsthand experience.

Trustee Howard also acknowledged the hard work of the faculty and praised their dedication to creating a positive learning environment for the students. He concluded by mentioning the upcoming meeting and the reorganization of the CVUSD board.

Trustee April Oquenda, Hayward USD representative, shared that she teaches in Turlock on Thursdays, noting the difficulty of the commute, which occasionally impacts her ability to attend meetings. She shared that a new Board representative will be appointed at their next HUSD Board meeting.

Trustee James Aguilar, San Leandro USD representative, expressed his gratitude for the opportunity to work with fellow Board members, reflecting on the rare and valuable experience of collaborating in various capacities. He noted how rewarding it is to spend time together and work with different individuals, appreciating the diverse strengths of each member.

**XIV. Adjournment**

The meeting was adjourned at 7:19 p.m.

Approved by the Eden Area ROP Governing Board \_\_\_\_\_.

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



**DATE:** February 6, 2025  
**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**

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The bill warrants submitted for approval are for the period of December 6, 2024 through January 22, 2025 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** February 6, 2025  
**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**

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

## **CONSENT CALENDAR**

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**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Listed Donations-  
H & J Diaz Family Foundation

## **BACKGROUND**

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

## **CURRENT SITUATION**

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On December 20, 2024, H & J Diaz Family Foundation made a monetary donation of \$3,000.00 to the Eden Area ROP.

A letter of acceptance will be sent to the donor.

## **CONSENT CALENDAR**

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**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

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Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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# QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: January 1, 2025

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

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

January  
 April  
 July  
 October

Date for information to be reported publicly at the Governing Board meeting: February 6, 2025

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: February 6, 2025

\_\_\_\_\_  
Blaine Torpey, Superintendent



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Receipt of the Grant Award Notifications (GAN): Golden State Pathways Program Funds

**BACKGROUND**

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The California Department of Education established the Golden State Pathways Program in 2022 to provide Local Educational Agencies (LEA) with the resources to promote pathways in high-wage, high-skill, high-growth areas, including technology, health care, education and climate-related fields that allow students to advance from high school to college and career, and provide the workforce needed for economic growth.

**CURRENT SITUATION**

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The Eden Area ROP applied for three Golden State Pathways Program Grants and was awarded all three. One of the benefits of this program is the timeline. Many of Eden Area ROP grants are 12–18-month grants. Golden State Pathways Implementation Grants are five-year grants which supports the out years for program development.

**Golden State Pathways Program Grant Award Notifications (GAN):**

<b>Grant</b>	<b>Award Amount</b>	<b>Grant Period</b>	<b>Program</b>
Planning Grant	\$112,448	04/2/2024-06/30/2026	Zero Emissions Vehicle (ZEV)
Implementation Grant	\$368,526	04/2/2024-06/30/2029	Health Careers
Implementation Grant	\$351,415	04/2/2024-06/30/2029	Careers in Education (CIE)

**CONSENT CALENDAR**

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## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Blaine Torpey, Superintendent Eden Area ROP JPA 26316 Hesperian Boulevard Hayward, CA 94545			<b>CDE GRANT NUMBER</b>			
			FY	PCA	Service Location	Suffix
			2023	25673	40428	P1
<b>Attention</b> Blaine Torpey, Superintendent			<b>INDEX</b>		<b>County Code</b>	
<b>Email</b> btorpey@edenrop.org			0615		01	
<b>Telephone</b> 510-293-2906			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			
<b>Grantee Unique Entity ID (UEI)</b>			<b>Resource Code</b>		<b>Revenue Object Code</b>	
<b>Program Office</b> Accounting Office, Categorical Funds			6383		8590	
<b>Name of Grant Program</b> Golden State Pathways Program: Planning Grant						
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$112,448		\$112,448		04/2/2024	06/30/2026
<b>ALN</b>	<b>Federal Award ID Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	

I am pleased to inform you that you have been funded for the Golden State Pathways Program: Planning Grant at Eden Area ROP JPA (8P).

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

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

Please email the signed Grant Award Notification (AO-400) to:  
Golden State Pathways Program at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov)

<b>California Department of Education Contact</b> Michelle Triplett		<b>Job Title</b> Education Programs Consultant	
<b>E-mail Address</b> <a href="mailto:GSPP@cde.ca.gov">GSPP@cde.ca.gov</a>		<b>Telephone</b> 916-323-4747	
<b>Authorized by the State Superintendent of Public Instruction or Designee</b> 		<b>Date</b> December 19, 2024	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
<b>Printed Name of Authorized Agent</b> Blaine C. Torpey		<b>Title</b> Superintendent	
<b>E-mail Address</b> btorpey@edenrop.org		<b>Telephone</b> 510-293-2901	
<b>Signature</b> 		<b>Date</b> Jan. 3, 2025 33	

## Grant Award Notification (Continued)

The following grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the Golden State Pathways Program (GSPP) at the local educational agency noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 53020 through 53025. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
  - The first payment of 85 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
  - A planning grantee must submit a Supplement Report (appendix E) detailing the implementation plan, including an implementation budget and narrative (appendix F2), an updated contact sheet, and a capital outlay form (if applicable). The budget and narrative are completed per school site, per pathway. These end-of-planning grant submissions are due June 30, 2026.
  - The End-of-Project Financial Expenditure Report is due after all funds have been expended, but no later than 60 days after the close of each fiscal year. The GSPP End-of-Project Financial Expenditure Report should include a narrative of expenditures. Failure to submit the GSPP expenditure report with a detailed narrative may result in a billing from the CDE for grant funds paid.
  - The final payment will be processed in November 2025.
6. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other GSPP sites.

If you have any questions regarding the GSPP requirements of the grant, please contact Michelle Triplett, Education Programs Consultant, Academy, Apprenticeship, and Internship Office (AAIO), at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov). If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, AAIO, at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov).

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Blaine Torpey, Superintendent Eden Area ROP JPA 26316 Hesperian Boulevard Hayward, CA 94545			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Service Location</b>	<b>Suffix</b>
			2023	25673	40428	I2
<b>Attention</b> Blaine Torpey, Superintendent			<b>INDEX</b>		<b>County Code</b>	
<b>Email</b> btorpey@edenrop.org			0615		01	
<b>Telephone</b> 510-293-2901			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			
<b>Grantee Unique Entity ID (UEI)</b>			<b>Resource Code</b>		<b>Revenue Object Code</b>	
<b>Program Office</b> Accounting Office, Categorical Funds			6383		8590	
<b>Name of Grant Program</b> Golden State Pathways Program: Implementation Grant						
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$368,526		\$368,526		04/2/2024	06/30/2029
<b>ALN</b>	<b>Federal Award ID Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	

I am pleased to inform you that you have been funded for the Golden State Pathways Program: Implementation Grant at Eden Area ROP JPA (231).

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

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

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

Golden State Pathways Program at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov)

<b>California Department of Education Contact</b> Michelle Triplett		<b>Job Title</b> Education Programs Consultant	
<b>E-mail Address</b> <a href="mailto:GSPP@cde.ca.gov">GSPP@cde.ca.gov</a>		<b>Telephone</b> 916-323-4747	
<b>Authorized by the State Superintendent of Public Instruction or Designee</b> 		<b>Date</b> December 19, 2024	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
<b>Printed Name of Authorized Agent</b> Blaine C. Torpey		<b>Title</b> Superintendent	
<b>E-mail Address</b> btorpey@edenrop.org		<b>Telephone</b> 510-293-2901	
<b>Signature</b> 		<b>Date</b> Jan. 3, 2025 <sup>35</sup>	



### Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the Golden State Pathways Program (GSPP) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 53020 through 53025. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
  - The first payment of 85 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
  - The GSPP Annual Expenditure Report is due no later than 60 days after the close of each fiscal year. The GSPP Annual Expenditure Report should include a narrative of expenditures. Failure to submit a GSPP Annual Expenditure Report with a detailed narrative may result in a billing from the CDE for grant funds paid.
  - Grant recipients shall annually collect and submit data, disaggregated by pupil subgroup, on the outcome measures identified in the California EC Section 53024 (c). The annual report is due to the grant recipient's RTAC in mid-May, beginning May 20, 2026.
  - The final payment will be processed after CDE receives the initial student data report.
6. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other GSPP sites.

If you have any questions regarding the GSPP requirements of the grant, please contact Michelle Triplett, Education Programs Consultant, Academy, Apprenticeship, and Internship Office (AAIO), at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov). If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, AAIO, at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov).

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Blaine Torpey, Superintendent Eden Area ROP JPA 26316 Hesperian Boulevard Hayward, CA 94545			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Service Location</b>	<b>Suffix</b>
			2023	25673	40428	11
<b>Attention</b> Blaine Torpey, Superintendent			<b>INDEX</b>		<b>County Code</b>	
<b>Email</b> btorpey@edenrop.org			0615		01	
<b>Telephone</b> 510-293-2901			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			
<b>Grantee Unique Entity ID (UEI)</b>			<b>Resource Code</b>		<b>Revenue Object Code</b>	
<b>Program Office</b> Accounting Office, Categorical Funds			6383		8590	
<b>Name of Grant Program</b> Golden State Pathways Program: Implementation Grant						
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$351,415		\$351,415		04/2/2024	06/30/2029
<b>ALN</b>	<b>Federal Award ID Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	



I am pleased to inform you that you have been funded for the Golden State Pathways Program: Implementation Grant at Eden Area ROP JPA (221).

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

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

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

Golden State Pathways Program at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov)

<b>California Department of Education Contact</b> Michelle Triplett		<b>Job Title</b> Education Programs Consultant	
<b>E-mail Address</b> <a href="mailto:GSPP@cde.ca.gov">GSPP@cde.ca.gov</a>		<b>Telephone</b> 916-323-4747	
<b>Authorized by the State Superintendent of Public Instruction or Designee</b> 		<b>Date</b> December 19, 2024	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
<b>Printed Name of Authorized Agent</b> Blaine C. Torpey		<b>Title</b> Superintendent	
<b>E-mail Address</b> btorpey@edenrop.org		<b>Telephone</b> 510-293-2901	
<b>Signature</b> 		<b>Date</b> Jan. 3, 2025 37	

### Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days.**
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  - The GSPP Annual Expenditure Report is due no later than 60 days after the close of each fiscal year. The GSPP Annual Expenditure Report should include a narrative of expenditures. Failure to submit a GSPP Annual Expenditure Report with a detailed narrative may result in a billing from the CDE for grant funds paid.
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If you have any questions regarding the GSPP requirements of the grant, please contact Michelle Triplett, Education Programs Consultant, Academy, Apprenticeship, and Internship Office (AAIO), at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov). If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, AAIO, at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov).



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Budget Development Calendar for the 2025-2026 School Year

## **BACKGROUND**

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The Eden Area ROP, as with all elementary and secondary educational institutions, must abide by Education Code 42127, including the responsibility to develop a budget calendar that shall guide the District through the fiscal year.

As a requirement of all Local Educational Agencies (LEAs), Eden Area ROP must adopt a budget by July 1<sup>st</sup> of each year. Per Education Code 42127, it states that county superintendents are required to examine the adopted budget for each school district to “determine whether it complies with standards and criteria adopted by the state board [and] shall identify, if necessary, technical corrections that are required to be made to bring the budget into compliance with those standards and criteria...” and to “determine whether the adopted budget will allow the school district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the school district to satisfy its multiyear financial commitments.” Furthermore, it states that the “county superintendent of schools shall either conditionally approve or disapprove a budget that does not provide adequate assurance that the school district will meet its current and future obligations...”

## **CURRENT SITUATION**

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Therefore, the Eden Area ROP is using Education Code 42127, applying the State's budget cycle, to guide the Budget Development Calendar for the 2025-2026 school year.

## **CONSENT CALENDAR**

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## BUDGET DEVELOPMENT CALENDAR

### Preparation for FY 2025-2026 Budget (in progress during the 2024-2025 School Year)

PHASE I	
Thursday, September 5, 2024	Board approves 2023-2024 Unaudited Actuals Report
Friday, September 13, 2024	Submit 2023-2024 Unaudited Actuals Report and supplementals to ACOE
Thursday, December 12, 2024	Board approves 2024-2025 First Interim Report
Friday, December 13, 2024	Submit 2024-2025 First Interim Report and supplementals to ACOE
Tuesday, January 21, 2025	School Services of California - Governor's Budget Workshop in Sacramento
Monday, January 27, 2025	Define budget priorities
Thursday, February 6, 2025	Board approves the budget development calendar for FY 2025-2026
Monday, February 3, 2025	Intent to return letter sent to staff
Friday, February 14, 2025	Intent to return letters due back to Human Resources
Thursday, March 6, 2025	Board approves 2024-2025 Second Interim Report
Friday, March 7, 2025	Step & column and professional growth calculated by HR Administrator
Friday, March 14, 2025	Submit 2024-2025 Second Interim Report and supplementals to ACOE
Monday, March 31, 2025	Administrators submit proposed budgets to Business Services
Monday, April 7, 2025	Superintendent and Fiscal Services Administrator review all budgets
Monday, April 7, 2025	Instructors' contracts distributed
Friday, April 18, 2025	Instructors' contracts returned

PHASE II	
Monday, April 14, 2025	Outside contract renewals for FY 2025-2026 may begin
Thursday, May 1, 2025	Purchase Orders close out process begins for FY 2024-2025
Tuesday, May 20, 2025	Governor's May Revise Budget
Friday, June 6, 2025	Conduct public hearing and Board approves 2025-2026 Adopted Budget Report
Monday, June 30, 2025	Submit 2025-2026 Adopted Budget Report and supplementals to ACOE

PHASE III	
Thursday, September 4, 2025	Board approves 2024-2025 Unaudited Actuals Report
Monday, September 15, 2025	Submit 2024-2025 Unaudited Actuals Report and supplementals to ACOE
Tuesday, September 16, 2025	Update beginning fund balance of prior FY carryovers

PHASE IV	
Thursday, December 11, 2025	Board approves 2025-2026 First Interim Report
Monday, December 15, 2025	Submit 2025-2026 First Interim Report and supplementals to ACOE
Thursday, March 5, 2026	Board approves 2025-2026 Second Interim Report
Friday, March 13, 2026	Submit 2025-2026 Second Interim Report and supplementals to ACOE



**DATE:** February 6, 2025  
**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 American Fidelity to provide Section 125 Flexible Benefit Plan Services for the 2025 Calendar Year

## **BACKGROUND**

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The Eden Area ROP uses American Fidelity as its Section 125 Flexible Benefit Plan provider. Annually, said plan is re-serviced to comply with the Internal Revenue Service regulations because it is necessary that the information contained in the plan document be accurate.

## **CURRENT SITUATION**

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Attached is the re-serviced Section 125 Flexible Benefit Plan with an effective date of amendment of 01/01/2025.

## **CONSENT CALENDAR**

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**SAMPLE PLAN DOCUMENT  
SECTION 125  
FLEXIBLE BENEFIT PLAN**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*





**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	Eden Area Regional Occupational Programs
<b>Address:</b>	26316 Hesperian Blvd HAYWARD, CA 94545
<b>Employer Identification Number:</b>	94-3158083
<b>Nature of Business:</b>	Public School
<b>Name of Plan:</b>	Eden Area Regional Occupational Programs Flexible Benefit Plan
<b>Plan Number:</b>	501
<b>Plan Description:</b>	All Employees

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	July 1, 1999
<b>If Amendment to existing plan, effective date of amendment:</b>	January 1, 2025

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following employment. Eligible employees include active employees and retired persons who receive an early retirement stipend from the District.
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<b>Retiree Wording:</b>	N/A
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<b>Minimum Hours:</b>	All employees with 7.5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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<b>Age:</b>	Minimum age of 18 years.
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**D. PLAN YEAR**

The current plan year will begin on January 1, 2025 and end on December 31, 2025. Each subsequent plan year will begin on

January 1 and end on December 31.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company : Accident Only and Group Hospital Indemnity | CalPERS**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

**American Fidelity Assurance Company : 017 Kind Series**

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company : C-5, C-12 daily and all subsequent plans**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental | Vision Service Plan**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

**American Fidelity Assurance Company : 5 Year Term Life Insurance  
Company of the SW : Variable Annuity Life Nationwide : American Life  
and Casualty U S Life : Great American Life Western-Southern Life  
Assurance Company : Northern Life Insurance**

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year

Maximum Coverage - **\$3200.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period:** The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

**Carryover:** The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: **\$640.00** per Plan Year.

**HEART Act:** The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

CARES Act Carryover Increase

**The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.**

**This Plan is hereby adopted \_\_\_\_\_.**

**Eden Area Regional Occupational Programs -  
(Name of Employer)**

**Signed By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**APPENDIX A**

**Related Employers that have adopted this Plan**

**Name(s):**

N/A

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**  
**PD – 1122 SW Document ID # 169730MCP #38343 Effective Date:01/01/2025 1/28/25 8:58 AM**

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01                   **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02                   **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a                   **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).

2.03                   **Code** Internal Revenue Code of 1986, as amended.

2.04                   **Dependent** Any of the following:

(a)     Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),



and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- 2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.
- 2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing

those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

### CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related

individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
  - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
  - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer,



or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## SECTION VII

### GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## SECTION VIII

### MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

### 8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they

have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
  - the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
  - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
  - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

## SECTION IX

### DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.



- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
  - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

- 10.01 **PURPOSE:** If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 **BENEFITS:** A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

**10.03 TERMS, CONDITIONS AND LIMITATION:**

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

**10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN:** If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

**10.05 NO ESTABLISHMENT OF ERISA PLAN:** It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

**SECTION XI**

**AMENDMENT AND TERMINATION**

**11.01 AMENDMENT:** The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

**11.02 TERMINATION:** The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

**SECTION XII**

**ADMINISTRATION**

**12.01 NAMED FIDUCIARIES:** The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### **SECTION XIII**

#### **MISCELLANEOUS PROVISIONS**

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent



under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
  - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

## SECTION XIV

### TEMPORARY COVID RELIEF AMENDMENT

14.01 **PURPOSE:** In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:

- a. **Extended Claims Period:** For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
- b. **Mid-Year Election Changes:** Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
- c. **Mid-Year Election Changes for Medical Expense Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
- d. **Mid-Year Election Changes for Dependent Care Reimbursement Plan:** For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
- e. **Extended Grace Period:** For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
- f. **Unlimited Carryover for Medical Expense Reimbursement Plan:** All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
- g. **Dependent Care Reimbursement Plan Age Increase:** For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
- h. **Reimbursement for Non-Active Participants:** Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
- i. **Dependent Care Reimbursement Plan Maximum Increase:** For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

# INFORMATION ITEMS

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**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mark Rizkallah, Assistant Principal-Pathways  
**SUBJECT:** ROP Pathway Review-Public Safety

## **BACKGROUND**

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

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

## **CURRENT SITUATION**

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The Public Safety pathway is under the Public Services sector. The Public Safety pathway prepares students with a broad-based foundational knowledge in careers that involve public safety. The educational foundation will assist students who wish to pursue related professional training at the postsecondary level. Students will gain experience through classroom instruction, hands-on training, and community exercises. The evolving integration of state public safety organizations, their connections with federal and state intelligence and security agencies, interoperability and coordination of effort, and the shared mission to protect the public in a post-9/11 world are areas of emphasis for the pathway. The careers included in this pathway primarily address law enforcement services, homeland and cyber security services, and correctional services.

The attached pathway review is for the following program(s): Careers in Law, Forensics, and Public Safety IP/IIP at the Eden Area ROP Center and Careers in Law and Public Safety IP/IIP at San Lorenzo High School.

## **RECOMMENDATION**

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Information only

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>Eden Area ROP</b>	
<b>PATHWAY:</b>		Public Safety			<b>INSTRUCTORS:</b>		Shimon Kanhai
Course Name		Enrollment as of 23-24 Year to Date		Enrollment as of 22-23 Year to Date		Enrollment as of 21-22 Year to Date	
Careers in Law, Forensics, and Public Safety IP		39		39		30	
Careers in Law, Forensics, and Public Safety IIP		3		10		10	
<b>Comments:</b>							
<ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>							
<b>Textbook:</b> Criminal Justice Today: An Introductory Text for the 21 <sup>st</sup> Century				<b>Edition:</b> 16 <sup>th</sup>			
<b>NO.</b>	<b>YES</b>	<b>NO</b>					
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news.				
			<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	
			2 (Center)	2 (Center)	3hrs Center	25+	
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.				
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with strong experience in and understanding of all aspects of industry.				
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at EAROP. <input type="checkbox"/> No, instructor was not present at the advisory. Program was represented, at a joint industrial, by EAROP personnel. Instructor MUST attend the next advisory for program to meet compliance.				
7.	X		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.				
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work-based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.		X	<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	X		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
<b>OTHER CONSIDERATIONS:</b>							
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input checked="" type="checkbox"/> Emerging Technologies -			
<b>COMPLIANCE CATEGORIES</b>							
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.	
<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>							

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>San Lorenzo High</b>	
<b>PATHWAY:</b>		Public Safety			<b>INSTRUCTORS:</b>		Michael O'Connell
Course Name		Enrollment as of 23-24 Year to Date		Enrollment as of 22-23 Year to Date		Enrollment as of 21-22 Year to Date	
Careers in Law and Public Safety IP		135		137		139	
Careers in Law and Public Safety IIP		31		21		29	
<b>Comments:</b>							
<ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>							
<b>Textbook:</b> Criminal Justice Today: An Introductory Text for the 21 <sup>st</sup> Century				<b>Edition:</b> 16 <sup>th</sup>			
<b>NO.</b>	<b>YES</b>	<b>NO</b>					
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news.				
			<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	
			Varies	Varies	60-90 Min	25+	
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.				
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with strong experience in and understanding of all aspects of industry.				
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at the advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend the next advisory for program to meet compliance.				
7.	X		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.				
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work-based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.		X	<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	X		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
<b>OTHER CONSIDERATIONS:</b>							
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input checked="" type="checkbox"/> Emerging Technologies -			
<b>COMPLIANCE CATEGORIES</b>							
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.	
						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>	



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Midyear Review of the Superintendent's Goals

## **BACKGROUND**

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Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the Superintendent's evaluation at the end of the school year.

## **CURRENT SITUATION**

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The Superintendent will provide an update on the progress and status of the goals identified for this school year.

## **RECOMMENDATION**

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Information only

# EdenAreaROP SUPERINTENDENT'S GOALS 2024-2025

## Strengthen EAROP Culture, Climate and Communication

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- Continue to refine a comprehensive strategic plan that is guided by the Mission Statement, EAROP Core Values, Student Learning Outcomes, Governing Board, and stakeholder input to allow for priority-driven decision making.
  - EAROP Vision Statement Development: Classified, Certificated and Administrative input, next is Student Ambassadors, Board and Coordinating Council.
  - Drafting Mid-Cycle WASC Report for virtual visit in May.
- Expand the sense of belonging of all stakeholders for students, families, staff with a continued focus on anti-racism, anti-discrimination, and anti-bias.
  - Continued work with LifeGuardian Worldwide and Allied Path on equity focused leadership and organization
  - Adult Programs piloted interpretation tech for Adult students, expanding access of Adult Programs
- Focus on moving existing partnerships to high-impact strategic partnerships that enhance student learning and student outcomes.
  - Developed Chabot Partnership Map and deepened strategic partnership with Chabot College
  - Participated in multiple events with AC Transit (ZEBU Launch, Hatch Site Visit, ZEBU Tour of EAROP, monthly meetings with Education Director)
- Manage the leadership structure and organizational changes and refine as necessary to maximize program efficacy, staff effectiveness, and student achievement.
  - Continued refinement of Ed Services Restructure to maximize efficiencies to respond to partner needs
  - Implemented Leadership Structure changes dividing focus and time between EAROP Cabinet and Leadership Team

## Enhance High-Quality CTE Programming and Systems to Support All Students

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- Refine current high-quality CTE programs through a systemic profile analysis and assess potential new programs for students with a concerted focus on instructional practices and student outcomes.
  - EAROP STEP Program Seminars and Student Retention strategies showcased as state exemplars
  - Developing Zero Emission Vehicle Training Program Pathway
- Increase student voice and input by building systems and infrastructure to support students' social-emotional learning and wellbeing.
  - Successful EAROP Student Ambassador recruitment and training
  - STEP Program sustainability and expansion
- Continue to codify and enhance data collection with a focus on student demographics, student achievement, and assessment inventory.
  - Collected, analyzed and communicated Dual Enrollment Data (89% success rate)
  - Managed data reporting for grants (Middle College, DHPN, Bay K16)



- Sustainably build a long-range plan for the development and implementation of EAROP Apprenticeship programs and partnerships.
  - Continued negotiations with DAS to get official DAS number for Adult Dental Apprenticeship
  - Ongoing negotiations with CTWI to implement MC3 Pre-Apprenticeship for Construction Technology Pathway

### Guide and Support the Development of EAROP Staff

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- Develop systems and practices to recruit, hire, retain, and mentor dedicated, experienced, and highly effective staff members.
  - Hired ZEV Instructor, PR Specialist, Pathways TOSA, Office Support Technician, 4<sup>th</sup> Medical Teacher, WBL Specialist
  - EAROP Social Committee monthly community building events
- Engage and enrich the experience of Classified and Certificated staff through professional development and comprehensive staff feedback.
  - Allied Path equity PD for all staff
  - Welcomed MetroEd JPA ROP staff for PD Day cross training and communities of practice
- Enhance a restorative approach to building a community of adults who are connected and focused on student outcomes with an emphasis on the development and integration of new staff.
  - Using Restorative Practices to support student and staff relationships
  - Conducted EAROP Leadership Team Restorative community building circles
- Ensure that EAROP Staff are fluent in EAROP policies, procedures, and practices for the benefit of their professional wellness and organizational health.
  - Successfully implemented district seat allocation process for Center Enrollment
  - Title IX Training for Ed Services Administrators

### Fiscal, Resource, and Operational Leadership

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- Continue local, regional, and statewide advocacy to ensure CTE and ROP remains at the forefront of educational discussions, initiatives, and policy development.
  - Continued engagement on CA Master Plan for Career Education (statewide webinar, public comment at Assembly hearing, meeting with Governor's staff and WestEd, state representatives site tour of EAROP)
  - CAROCP Leadership, accepted position of CAROCP Coastal Coordinator.
- In collaboration with HUSD, the EAROP Coordinating Council, and the Governance Team, develop a long-term facilities plan.
  - Recruited and retrained Construction Manager Consultant for varied projects and to be prepared for Prop 2 facilities funding
  - Presented Site Evaluation Report to Coordinating Council and Board
- Assess operations, site safety, resource management, and technology plan to ensure fidelity to the EAROP Mission.
  - Implemented new Help Ticket system for Tech and Maintenance
  - Developed Hazard Communication Program and trained staff

- Implement and manage new and renewed grants ensuring that programs effectuate positive student outcomes and EAROP fiscal stability.
  - Awarded two SWP Round 7 Grants for EL and Dual Enrollment (over \$3m)
  - Awarded CTEIG Round 10 funding (\$2.8m)
  - Awarded Golden State Pathways Program (\$833k)
  - Awarded CAI Pre-Apprenticeship Grant (\$450k)
  - Awarded CAI Apprenticeship Grant (\$1.1m)
  - Completed WIOA 2025 2029 Application (\$1.1m)



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Student Survey Data

## **BACKGROUND**

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Each year the Eden Area ROP conducts student surveys to measure the Eden Area ROP outcomes and goals. At the end of each course the Eden Area ROP conducts a survey with students in Eden Area ROP Center classes. The results of this survey assist the Eden Area ROP staff in marketing, outreach and program improvement.

The resident high schools have worked closely with the Eden Area ROP staff in encouraging students to take advantage of the career development opportunities available through Eden Area ROP classes at the Center, as well as at the high schools.

This collaboration has proven effective in providing excellent educational opportunities for students in all four of our participating districts.

## **CURRENT SITUATION**

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Over the course of the school year, staff administers two identical surveys (in the Fall and Spring) to all Center-based students. The survey instructor results will be shared with the individual instructors, and the school-wide data will be shared with the entire staff.

Upon compiling survey results, school-wide adjustments will be implemented to strengthen the Eden Area ROP programs. Each time the survey is conducted, the results will be used to measure progress and inform the next steps.

Currently, the Fall 2024 survey has been administered. The Principal will present the first survey results at the staff meeting.

## **RECOMMENDATION**

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Information only



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Workforce Innovation and Opportunity Act (WIOA) Grant Overview

## **BACKGROUND**

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The Workforce Innovation and Opportunity Act (WIOA) of 2014 enacted a comprehensive youth employment program for serving eligible youth, ages 14- 24, who face barriers to education, training, and employment.

This program provides our students with the following elements of support:

- Career Skills Training Tutoring
- Study Skills Training
- Instruction and Dropout Prevention
- Paid and Unpaid Work Experience
- Leadership Development Opportunities
- Adult Mentoring
- Support Services, Guidance and Counseling
- Entrepreneurial Skills and Financial Literacy Education
- Transition to Post-Secondary Education
- Follow-Up Services for 12 Months

During the 2023-2024 school year, the Eden Area ROP proudly served 40 students in the WIOA youth initiative. All WIOA youth were provided with a \$1,000 internship stipend upon completing the program.

## **CURRENT SITUATION**

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The Eden Area ROP is currently enrolling 40 students into the WIOA program for the 2024-2025 school year and has submitted a grant application to continue the program for the next four years (2025-2029).

## **RECOMMENDATION**

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Information only



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** First Reading of Governing Board Policies, Administrative Regulations, Board Bylaw, and Exhibit

## **BACKGROUND**

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

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

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

## **CURRENT SITUATION**

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

<b>NUMBER</b>	<b>TYPE</b>	<b>TITLE</b>	<b>STATUS</b>
1250	BP	Visitors/Outsiders	Revise
1250	AR	Visitors/Outsiders	Revise
3100	BP	Budget	Revise
3100	AR	Budget	Revise
3320	BP	Claims and Actions Against the District	Revise
3320	AR	Claims and Actions Against the District	Rescind
5113.1	BP	Chronic Absence and Truancy	Revise
5113.1	AR	Chronic Absence and Truancy	Revise
9270	BB	Conflict of Interest	Revise
9270	E(1)	Conflict of Interest	Revise

## **RECOMMENDATION**

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Information only



# Eden Area ROP SUPERINTENDENT'S MEMO

**To:** Eden Area ROP Governing Board  
**From:** Blaine Torpey, Superintendent  
**Date:** February 6, 2025  
**Re:** First Reading of Board Policies, Administrative Regulations, Bylaws and Exhibits

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

Number	Type	Title	Explanation of Change	Status
1250	BP	Visitors/Outsiders	Policy updated to (1) emphasize in the philosophical statement that visitation by parents/guardians and community members be consistent with the policy, the accompanying administrative regulation and procedures established by the Superintendent or designee, (2) clarify that visits during school hours are required to be arranged with the principal or designee, and (3) delete options regarding required registration when entering school buildings or grounds, in keeping with the removal of the distinction between visitors and outsiders throughout the policy and accompanying administrative regulation, and instead require everyone but staff and students to register upon arrival. Additionally, policy updated to change from being permissive to required (1) the provision of a visible means of identification for anyone who is not a student or staff member, (2) for any visitor who is in a school building or on school grounds, to behave in an orderly manner, and (3) the principal or designee's request that any individual who is causing a disruption to immediately leave school grounds. In addition, policy updated to add that the principal report to the Superintendent or designee anytime a request by a registered sex offender to enter the school campus or grounds is received.	Revise
1250	AR	Visitors/Outsiders	Regulation updated to remove the distinction between visitors and outsiders, requiring everyone but staff and students to register upon arrival. Regulation also updated to add language regarding the principal or designee's authorization to issue a stay away letter if a visitor has shown reasonable cause to believe that the	Revise

Number	Type	Title	Explanation of Change	Status
			visitor is willfully disrupting the orderly operation of a school.	
3100	BP	Budget	<p>Policy updated to clarify that regardless of the option chosen for budget advisory committees, representation of Governing Board members on the committee may not comprise a majority of the Board, since having a quorum participate in any committee would in essence create a Board meeting when the committee meets. Additionally, policy updated to reference <b>NEW LAW (AB 176, 2024)</b> which provides that (1) attendance generated through an attendance recovery program will be excluded from the average daily attendance of the district, and (2) when a school is between base year eligibility determinations, any current or newly enrolled students who are eligible for free or reduced-priced meals may be included for purposes of the local control funding formula (LCFF). In addition, policy updated to reflect <b>NEW LAW (SB 114, 2023)</b> which requires districts that receive LCFF equity multiplier funding to include specific goals in the local control and accountability plan, and reference <b>NEW LAW (SB 153, 2024)</b> which provides that if a school which is otherwise eligible to receive LCFF equity multiplier funds is closed in the year in which the funds are to be allocated, that school is instead deemed to be ineligible, and any unspent funds provided are required to be returned to the California Department of Education. Policy also updated to clarify that the Board may approve a plan for meeting the district's long-term obligations to fund contributions to other defined pension plans such as the California State Teachers Retirement System in addition to the California Public Employees' Retirement System.</p>	Revise
3100	AR	Budget	<p>Regulation updated to reflect <b>NEW LAW (AB 721, 2023)</b> which, beginning January 1, 2027, repeals the requirement to publish notification of the hearing date and location for inspection for the district's proposed budget in a newspaper of general</p>	Revise

Number	Type	Title	Explanation of Change	Status
			circulation, and instead requires the information to be posted prominently on the district's website homepage at least three days before the availability of the proposed budget for public inspection.	
3320	BP	Claims and Actions Against the District	Policy updated to incorporate material from the accompanying administrative regulation, as the majority of the content is related to Governing Board actions and therefore more appropriately placed in Board policy. Additionally, policy updated to reference <b>NEW LAW (AB 452, 2023)</b> which provides that there are no time limits for the commencement of actions for the recovery of damages for claims of childhood sexual assault that occurred on or after January 1, 2024, including plaintiffs who are 40 years of age or older who file certificates of merit by the plaintiff's attorney and by a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration, and in conjunction with <b>NEW LAW (SB 558, 2023)</b> , that the statute of limitations for acts of childhood sexual assault that occurred on or before December 31, 2023 is what was set forth in law on December 31, 2023. In addition, policy updated to (1) generalize and thereby make timeless the language regarding the monetary limit for a limited civil case, (2) require the Board, when a claim is presented late and is not accompanied by an application to present a late claim, to give written notice as specified to avoid potentially waiving certain legal defenses, and (3) clarify that the written notice indicating that a claim was not presented timely and is being returned without further action be done in accordance with a specified Government Code section. Policy also updated to reflect the legal change of the term "Roster of Public Agencies" to "Registry of Public Agencies", and to provide more detail regarding the information that is required to be filed with the Secretary of State and County Clerk.	Revise



Number	Type	Title	Explanation of Change	Status
3320	AR	Claims and Actions Against the District	<b>DELETE</b> Regulation deleted with material moved to Board policy, as the majority of the content is related to Governing Board actions and therefore more appropriately placed in Board policy.	Rescind
5113.1	BP	Chronic Absence and Truancy	Policy updated to move to the philosophical paragraph language which provides that students who are identified as chronically absent or truant receive appropriate support services and interventions as early as possible. Additionally, policy updated to incorporate strategies identified by the California Department of Education for encouraging student attendance, and reflect <b>NEW LAW (SB 153, 2024)</b> which, beginning July 1, 2025, authorizes districts to implement attendance recovery programs for students in grades transitional kindergarten-12 to make up lost instructional time and offset absences.	Revise
5113.1	AR	Chronic Absence and Truancy	Regulation updated to reflect <b>NEW LAW (SB 691, 2024)</b> which revises truancy parent/guardian notification requirements. Additionally, regulation updated to delete repealed language related to the delay of driving privileges, and reflect <b>NEW LAW (SB 153, 2024)</b> and <b>NEW LAW (AB 176, 2024)</b> which, beginning July 1, 2025, authorize districts to implement attendance recovery programs for students in grades transitional kindergarten-12 to make up lost instructional time and offset absences.	Revise
9270	BB	Conflict of Interest	Bylaw updated to add that Governing Boards are mandated to adopt a conflict of interest code and to adopt policies regarding incompatible offices and activities. Additionally, bylaw updated to denote "District Official" as the general term for a position to which the district's conflict of interest code applies and to reflect <b>NEW LAW (SB 1181, 2024)</b> and <b>NEW LAW (SB 1243, 2024)</b> which increased the threshold to \$500 for certain disclosure requirements and restrictions on accepting, soliciting, or directing campaign contributions. In addition, bylaw updated to permit any District Official, who, in good faith,	Revise

Number	Type	Title	Explanation of Change	Status
			believes that they may be subject to the requirements of the bylaw and has questions, is unclear, or is unsure regarding the application of the requirements of the bylaw, to seek advice from the district's legal counsel with the permission of the Superintendent, Board president, or majority of the Board. Bylaw also updated to include ethics training required by Board members who are in office as of January 1, 2025, with completion by January 1, 2026, and every two years thereafter. Bylaw also reorganized for coherence, clarity, and consistent style.	
9270	E(1)	Conflict of Interest	Exhibit updated to denote "District Official" as the general term for a position to which the district's conflict of interest code applies. Additionally, exhibit updated with revised resolution language and simplified list of designated positions.	Revise

**Policy 1250: Visitors/Outsiders**

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 02/01/2024 | Last Reviewed Date: 02/01/2024

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting the Eden Area Regional Occupational Program (Eden Area ROP) and students.

Therefore, the Board encourages interested parents/guardians and community members to visit the classes, be available as guest speakers and view the educational program consistent with this Board policy, the accompanying administrative regulation, and any procedures established by the Superintendent or designee.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should shall be first arranged with the teacher and Principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

Any person who is not a student or staff member shall register immediately as a visitor upon entering any school building or grounds when school is in session.

The Principal or designee may shall provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and Principal's permission. (Education Code 51512)

The Board encourages all individuals to assist Any visitor who is in maintaining a safe and secure school environment by behaving building or on school grounds when school is in session shall behave in an orderly manner while on school grounds and by utilizing the Eden Area ROP's complaint processes process if they have concerns with any Eden Area ROP program or employee. In accordance with Penal Code 626.7 and Administrative Regulation 3515.2 - Disruptions, the Principal or designee may shall request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

**Presence of Sex Offender on Campus**

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of an Eden Area ROP student, shall request written permission from the Principal before entering the school campus or grounds, in accordance with Board Policy and Administrative Regulation 3515.5 – Sex Offender Notification. The Principal shall report to the Superintendent or designee anytime such a request is received and notify the Superintendent or designee if permission is granted or denied. As necessary, the Principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The Principal also shall report to the Superintendent or designee anytime they give such written permission.

The Principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

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

State	Description
Ed. Code 32210	<a href="#">Willful disturbance of public school or meeting</a>
Ed. Code 32211	<a href="#">Threatened disruption or interference with classes</a>
Ed. Code 32212	<a href="#">Classroom interruptions</a>
Ed. Code 35160	<a href="#">Authority of governing boards</a>
Ed. Code 35292	<a href="#">Visits to schools (Board members)</a>
Ed. Code 49091.10	<a href="#">Parental right to inspect instructional materials and observe school activities</a>
Ed. Code 51101	<a href="#">Parents Rights Act of 2002</a>
Ed. Code 51512	<a href="#">Prohibited use of electronic listening or recording device</a>

**State**

Evid. Code 1070

Lab. Code 230.8

Pen. Code 290

Pen. Code 626-626.11

Pen. Code 626.81

Pen. Code 627-627.10

**Description**

[Refusal to disclose news source](#)

[Discharge or discrimination for taking time off to participate in child's educational activities](#)

[Sex offenders](#)

[Weapons on school grounds and other school crimes](#)

[Misdemeanor for registered sex offender to come onto school grounds](#)

[Access to school premises](#)

**Management Resources**

Attorney General Opinion

Court Decision

Website

**Description**

95 Ops.Cal.Atty.Gen. 509 (1996)

Reeves v. Rocklin Unified School District (2003) 109 Cal.App.4th 652

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

**Cross References**

1112

[Media Relations](#)

1240

[Volunteer Assistance](#)

1240

[Volunteer Assistance](#)

1312.1

[Complaints Concerning District Employees](#)

1312.1

[Complaints Concerning District Employees](#)

1312.2

[Complaints Concerning Instructional Materials](#)

1312.3

[Uniform Complaint Procedures](#)

1312.3

[Uniform Complaint Procedures](#)

1312.3-E PDF(1)

[Uniform Complaint Procedures](#)

1312.4

[Williams Uniform Complaint Procedures](#)

1312.4-E(1)

[Williams Uniform Complaint Procedures](#)

1312.4-E(2)

[Williams Uniform Complaint Procedures](#)

1313

[Civility](#)

1700

[Relations Between Private Industry And The Schools](#)

3513.3

[Tobacco-Free Schools](#)

3513.3

[Tobacco-Free Schools](#)

3513.4

[Drug And Alcohol Free Schools](#)

3515

[Campus Security](#)

3515.2

[Disruptions](#)

3515.2

[Disruptions](#)

3515.3

[District Police/Security Department](#)

3515.3

[District Police/Security Department](#)

5020

[Parent Rights And Responsibilities](#)

5020

[Parent Rights And Responsibilities](#)

5142

[Safety](#)

5142

[Safety](#)

**Regulation 1250: Visitors/Outsiders**

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 02/01/2024 | Last Reviewed Date: 02/01/2024

The Superintendent or designee shall post at every entrance to the Center a notice describing registration requirements, Center hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the Principal or designee, a staff member shall accompany visitors/outsiders while they are on school grounds.

**Registration Procedure**

In order to register, a visitor shall, upon request, furnish the Principal or designee with the following information: (Penal Code 627.3)

1. The visitor's name Name, address and occupation
2. The visitor's age Age, if less than 21
3. The visitor's purpose Purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

**Principal's Registration Authority**

The Principal or designee may refuse to register any visitor if the Principal or designee reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The Principal or designee or school security officer may revoke a visitor's registration if they have there is a reasonable basis for concluding that the individual's presence on school grounds would interfere, or is interfering, with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

When a visitor fails to register, or when the Principal or designee denies or revokes a visitor's registration privileges, the Principal or designee may shall request that the individual promptly leave school grounds. If a visitor is shown reasonable cause to believe that the visitor is willfully disrupting the orderly operation of a school the Principal or designee may issue a "Stay Away Letter" in accordance with Penal Code 626.4. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if the visitor reenters the school within seven days the visitor may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

**Appeal Procedure**

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or Principal either of these determinations by submitting, within five days after the person's departure from school, a written request for a hearing to either the Superintendent or the Principal of the school at which the registration was denied or revoked. This request must state why they the person believe the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or Principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or Principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

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

<b>State</b>	<b>Description</b>
Ed. Code 32210	<a href="#">Willful disturbance of public school or meeting</a>
Ed. Code 32211	<a href="#">Threatened disruption or interference with classes</a>
Ed. Code 32212	<a href="#">Classroom interruptions</a>

**State**

Ed. Code 35160	<a href="#">Authority of governing boards</a>
Ed. Code 35292	<a href="#">Visits to schools (Board members)</a>
Ed. Code 49091.10	<a href="#">Parental right to inspect instructional materials and observe school activities</a>
Ed. Code 51101	<a href="#">Parents Rights Act of 2002</a>
Ed. Code 51512	<a href="#">Prohibited use of electronic listening or recording device</a>
Evid. Code 1070	<a href="#">Refusal to disclose news source</a>
Lab. Code 230.8	<a href="#">Discharge or discrimination for taking time off to participate in child's educational activities</a>
Pen. Code 290	<a href="#">Sex offenders</a>
Pen. Code 626-626.11	<a href="#">Weapons on school grounds and other school crimes</a>
Pen. Code 626.81	<a href="#">Misdemeanor for registered sex offender to come onto school grounds</a>
Pen. Code 627-627.10	<a href="#">Access to school premises</a>

**Management Resources**

Attorney General Opinion	95 Ops.Cal.Atty.Gen. 509 (1996)
Court Decision	Reeves v. Rocklin Unified School District (2003) 109 Cal.App.4th 652
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>

**Cross References**

1112	<a href="#">Media Relations</a>
1240	<a href="#">Volunteer Assistance</a>
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1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.1	<a href="#">Complaints Concerning District Employees</a>
1312.2	<a href="#">Complaints Concerning Instructional Materials</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3-E PDF(1)	<a href="#">Uniform Complaint Procedures</a>
1312.4	<a href="#">Williams Uniform Complaint Procedures</a>
1312.4-E(1)	<a href="#">Williams Uniform Complaint Procedures</a>
1312.4-E(2)	<a href="#">Williams Uniform Complaint Procedures</a>
1313	<a href="#">Civility</a>
1700	<a href="#">Relations Between Private Industry And The Schools</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.3	<a href="#">Tobacco-Free Schools</a>
3513.4	<a href="#">Drug And Alcohol Free Schools</a>
3515	<a href="#">Campus Security</a>
3515.2	<a href="#">Disruptions</a>
3515.2	<a href="#">Disruptions</a>
3515.3	<a href="#">District Police/Security Department</a>
3515.3	<a href="#">District Police/Security Department</a>

**Cross References**

5020

5020

5142

5142

**Description**[Parent Rights And Responsibilities](#)[Parent Rights And Responsibilities](#)[Safety](#)[Safety](#)

**Policy 3100: Budget**

Status: DRAFT

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

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the Eden Area Regional Occupational Program's (Eden Area ROP)'s vision, goals, and priorities. The Eden Area ROP budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the Eden Area ROP.

{cf. 0000 – Vision}

{cf. 3000 – Concepts and Roles}

{cf. 3300 – Expenditures and Purchases}

{cf. 3460 – Financial Reports and Accountability}

{cf. 9000 – Role of the Board}

The Eden Area ROP budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she The Superintendent or designee shall annually notify the County Superintendent of Schools of the Eden Area ROP's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Governing Board shall annually establish budget priorities based on identified Eden Area ROP needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed Eden Area ROP budget for approval by the Governing Board and shall involve appropriate staff in the development of budget projections.

The Governing Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

{cf. 9320 – Meetings and Notices}

{cf. 9322 – Agenda/Meeting Materials}

{cf. 9323 – Meeting Conduct}

The budget that is formally adopted by the Governing Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Governing Board, staff, and public.

If the County Superintendent disapproves or conditionally approves the Eden Area ROP's budget, the Governing Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Advisory Committee**

The Superintendent or designee may appoint a budget advisory committee composed of staff, Governing Board representatives, and/or members of the community.

The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on Eden Area ROP needs. All recommendations of the committee shall be advisory only and shall not be binding on the Governing Board or the Superintendent or designee.



{cf. 1220 – Citizen Advisory Committees}

{cf. 2230 – Representative and Deliberative Groups}

{cf. 3350 – Travel Expenses}

{cf. 9130 – Board Committees}

{cf. 9140 – Board Representatives}

### **Budget Criteria and Standards**

In developing the Eden Area ROP budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of projected enrollment, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

The **Governing** Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)

The **Governing** Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for Eden Area ROP revenues and expenditures.

{cf. 2210 – Administrative Discretion Regarding Board Policy}

{cf. 3110 – Transfer of Funds}

### **Fund Balance**

The Eden Area ROP shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. **1.** Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. **2.** Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. **3.** Committed fund balance includes amounts constrained to specific purposes by the **Governing** Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the **Governing** Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. **4.** Assigned fund balance includes amounts which the **Governing** Board or its designee intends to use for a specific purpose.

The **Governing** Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.

5. **5.** Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the Eden Area ROP shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

To protect the Eden Area ROP against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the **Governing** Board intends to maintain a minimum unassigned fund balance which includes a reserve

for economic uncertainties equal to at least two months of general fund operating expenditures, or 17 percent of general fund expenditures and other financing uses.

If the unassigned fund balance falls below this level due to an emergency situation, unexpected expenditures, or revenue shortfalls, the **Governing** Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

### Long-Term Financial Obligations

The Eden Area ROP's current-year budget and multi-year projections shall include adequate provisions for addressing the Eden Area ROP's long-term financial obligations, including, but not limited to, long-term obligations resulting from **collective bargaining agreements**, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

**(cf. 4141/4241 – Collective Bargaining Agreement)**

**(cf. 4143/4243 – Negotiations/Consultation)**

**(cf. 4154/4254/4354 – Health and Welfare Benefits)**

**(cf. 7210 – Facilities Financing)**

**(cf. 9250 – Remuneration, Reimbursement and Other Benefits)**

The **Governing** Board shall approve a plan for meeting the Eden Area ROP's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the Eden Area ROP's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the Eden Area ROP to the extent possible. The **Governing** Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the Eden Area ROP and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the **Governing** Board on the estimated accrued but unfunded cost of OPEBs, the **Governing** Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

### Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the Eden Area ROP's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for **Governing** Board approval when the state budget is adopted, collective bargaining agreements are accepted, Eden Area ROP income declines, increased revenues or unanticipated savings are made available to the Eden Area ROP, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

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

State	Description
5 CCR 15060	<a href="#">Standardized account code structure</a>
5 CCR 15440-15451	<a href="#">Criteria and standards for school district budgets</a>
5 CCR 15494-15497	<a href="#">Local control and accountability plan and spending requirements</a>
Attendance Recovery Program	Attendance Recovery Program
Ed. Code 1240	<a href="#">County superintendent of schools; duties</a>

**State**

Ed. Code 33127	<a href="#">Standards and criteria for local budgets and expenditures</a>
Ed. Code 41202	<a href="#">Determination of minimum level of education funding</a>
Ed. Code 42103	<a href="#">Budget notification</a>
Ed. Code 42122-42129	<a href="#">Budget requirements</a>
Ed. Code 42130-42134	<a href="#">Financial reports and certifications</a>
Ed. Code 42140-42142	<a href="#">Public disclosure of fiscal obligations</a>
Ed. Code 42238-42251	<a href="#">Apportionments to districts</a>
Ed. Code 42238.01-42238.07	<a href="#">Local control funding formula</a>
Ed. Code 42602	<a href="#">Use of unbudgeted funds</a>
Ed. Code 42610	<a href="#">Appropriation of excess funds and limitation thereon</a>
Ed. Code 45253	<a href="#">Annual budget of personnel commission</a>
Ed. Code 45254	<a href="#">First year budget of personnel commission</a>
Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Gov. Code 21710-21716	<a href="#">California Employer's Pension Prefunding Trust Program</a>
Gov. Code 7900-7914	<a href="#">Appropriations limit</a>

**Description****Management Resources**

California Department of Education Publication	<a href="#">New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011</a>
California Department of Education Publication	<a href="#">California School Accounting Manual</a>
Fiscal Crisis & Management Assistance Team Pub.	<a href="#">Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, June 2019</a>
Government Finance Officers Association	<a href="#">Best Practice: Fund Balance Guidelines for the General Fund, September 2015</a>
Governmental Accounting Standards Board Statement	<a href="#">Pronouncements</a>
Governmental Accounting Standards Board Statement	<a href="#">Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009</a>
Governmental Accounting Standards Board Statement	<a href="#">Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Department of Finance</a>
Website	<a href="#">Governmental Accounting Standards Board</a>
Website	<a href="#">California Department of Education, Finance and Grants</a>
Website	<a href="#">Government Finance Officers Association</a>
Website	<a href="#">Association of California School Administrators</a>
Website	<a href="#">School Services of California, Inc.</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">Fiscal Crisis and Management Assistance Team</a>

**Description****Cross References**

0000	<a href="#">Vision</a>
0200	<a href="#">Goals For The School District</a>

**Description**

**Cross References****Description**

0400	<a href="#">Comprehensive Plans</a>
0415	<a href="#">Equity</a>
0440	<a href="#">District Technology Plan</a>
0440	<a href="#">District Technology Plan</a>
1113	<a href="#">District And School Websites</a>
1113	<a href="#">District And School Websites</a>
1113-E(1)	<a href="#">District And School Websites</a>
1220	<a href="#">Citizen Advisory Committees</a>
1220-E PDF(1)	<a href="#">Citizen Advisory Committees</a>
1340	<a href="#">Access To District Records</a>
1340	<a href="#">Access To District Records</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>
2210	<a href="#">Administrative Discretion Regarding Board Policy</a>
2230	<a href="#">Representative And Deliberative Groups</a>
3000	<a href="#">Concepts And Roles</a>
3110	<a href="#">Transfer Of Funds</a>
3230	<a href="#">Federal Grant Funds</a>
3230	<a href="#">Federal Grant Funds</a>
3260	<a href="#">Fees And Charges</a>
3260	<a href="#">Fees And Charges</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3270	<a href="#">Sale And Disposal Of Books, Equipment And Supplies</a>
3300	<a href="#">Expenditures And Purchases</a>
3312	<a href="#">Contracts</a>
3350	<a href="#">Travel Expenses</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3460	<a href="#">Financial Reports And Accountability</a>
3460	<a href="#">Financial Reports And Accountability</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4131	<a href="#">Staff Development</a>
4131	<a href="#">Staff Development</a>
4151	<a href="#">Employee Compensation</a>
4154	<a href="#">Health And Welfare Benefits</a>
4154	<a href="#">Health And Welfare Benefits</a>
4156.2	<a href="#">Awards And Recognition</a>
4231	<a href="#">Staff Development</a>
4231	<a href="#">Staff Development</a>
4251	<a href="#">Employee Compensation</a>

**Cross References**

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**Description**[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Awards And Recognition](#)[Staff Development](#)[Employee Compensation](#)[Health And Welfare Benefits](#)[Health And Welfare Benefits](#)[Awards And Recognition](#)[Concepts And Roles](#)[Curriculum Development And Evaluation](#)[Curriculum Development And Evaluation](#)[Role Of The Board](#)[Remuneration, Reimbursement And Other Benefits](#)[Meetings And Notices](#)[Agenda/Meeting Materials](#)[Meeting Conduct](#)

## Regulation 3100: Budget

Status: DRAFT

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

### Budget Advisory Committee

Membership of the Eden Area Regional Occupational Program's (Eden Area ROP) budget advisory committee may include representatives of each of the following groups:

1. ~~1.~~ Eden Area ROP administrators
2. ~~2.~~ Certificated and/or classified staff
3. ~~3.~~ Parents/guardians
4. ~~4.~~ Representatives of the business community and/or other community members
5. ~~5.~~ Students

~~(cf. 1220 – Citizen Advisory Committees)~~

~~(cf. 2230 – Representative and Deliberative Groups)~~

~~(cf. 9130 – Board Committees)~~

The committee's duties may include, but not necessarily be limited to:

1. ~~1.~~ Making recommendations regarding budget priorities
2. ~~2.~~ Recommending cost reduction strategies, such as identifying services that may be reduced, made more efficient, or discontinued
3. ~~3.~~ Reviewing the clarity and effectiveness of budget documents and communications
4. ~~4.~~ Presenting progress reports on the committee's work and a final report of recommendations to the Superintendent or designee and to the Governing Board

The specific duties of the committee shall be clearly defined and presented to each member in writing, along with any background information necessary for the successful completion of the committee's charges, the timelines for reporting the committee's progress, and timelines for completion of each task.

~~(cf. 3350 – Travel Expenses)~~

### Public Hearing

The agenda for the public hearing on the Eden Area ROP budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

~~(cf. 9320 – Meetings and Notices)~~

~~(cf. 9322 – Agenda/Meeting Materials)~~

The Superintendent or designee shall notify the County Superintendent of Schools of the location and dates at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as ~~required by Education Code 42103~~. specified in Education Code 42103. Beginning January 1, 2027, this notification, rather than being published in a newspaper of general circulation as described above, shall be prominently posted on the homepage of the Eden Area ROP's website at least three days before the availability of the proposed budget for public inspection.

During the hearing, any resident from the member districts may appear and speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the

opportunity to speak. (Education Code 42103)

~~(cf. 9323 – Meeting Conduct)~~

### **Initial Budget Adoption**

On or before July 1 of each year, the ~~Governing~~ Board shall adopt a budget which adheres to the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

Before adopting the Eden Area ROP budget for the subsequent fiscal year, the ~~Governing~~ Board shall hold a public hearing. The agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127)

~~(cf. 9320 – Meetings and Notices)~~

~~(cf. 9322 – Agenda/Meeting Materials)~~

~~The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing.~~

~~During the hearing, any Eden Area ROP resident may speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)~~

~~(cf. 9323 – Meeting Conduct)~~

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

~~(cf. 1340 – Access to District Records)~~

### **Revised Budget**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the Eden Area ROP's budget, the ~~Governing~~ Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

### **Budget Review Committee for Disapproved Budgets**

If the Eden Area ROP's revised budget is disapproved by the County Superintendent, the budget shall be reviewed by a budget review committee, unless the ~~Governing~~ Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. ~~1.~~ Three persons selected by the ~~Governing~~ Board from a list of candidates provided by the SPI, who shall be selected within five working days after receiving the list of candidates
2. ~~2.~~ A regional review committee convened by the County Superintendent with the approval of the ~~Governing~~ Board

If the budget review committee recommends disapproval of the Eden Area ROP budget, the ~~Governing~~ Board may submit a response no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's

recommendations. (Education Code 42127.3)

If the SPI disapproves the Eden Area ROP budget after reviewing the committee's report and the Eden Area ROP's response, the **Governing** Board shall consult with the County Superintendent as **he/she/they** develops and adopts, by November 30, a fiscal plan and budget that will allow the Eden Area ROP to meet its financial obligations. For the current fiscal year, the Eden Area ROP shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the Eden Area ROP receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the **Governing** Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

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

<b>State</b>	<b>Description</b>
5 CCR 15060	<a href="#">Standardized account code structure</a>
5 CCR 15440-15451	<a href="#">Criteria and standards for school district budgets</a>
5 CCR 15494-15497	<a href="#">Local control and accountability plan and spending requirements</a>
Attendance Recovery Program	Attendance Recovery Program
Ed. Code 1240	<a href="#">County superintendent of schools; duties</a>
Ed. Code 33127	<a href="#">Standards and criteria for local budgets and expenditures</a>
Ed. Code 41202	<a href="#">Determination of minimum level of education funding</a>
Ed. Code 42103	<a href="#">Budget notification</a>
Ed. Code 42122-42129	<a href="#">Budget requirements</a>
Ed. Code 42130-42134	<a href="#">Financial reports and certifications</a>
Ed. Code 42140-42142	<a href="#">Public disclosure of fiscal obligations</a>
Ed. Code 42238-42251	<a href="#">Apportionments to districts</a>
Ed. Code 42238.01-42238.07	<a href="#">Local control funding formula</a>
Ed. Code 42602	<a href="#">Use of unbudgeted funds</a>
Ed. Code 42610	<a href="#">Appropriation of excess funds and limitation thereon</a>
Ed. Code 45253	<a href="#">Annual budget of personnel commission</a>
Ed. Code 45254	<a href="#">First year budget of personnel commission</a>
Ed. Code 52060-52077	<a href="#">Local control and accountability plan</a>
Gov. Code 21710-21716	<a href="#">California Employer's Pension Prefunding Trust Program</a>
Gov. Code 7900-7914	<a href="#">Appropriations limit</a>
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	<a href="#">New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011</a>
California Department of Education Publication	<a href="#">California School Accounting Manual</a>
Fiscal Crisis & Management Assistance Team Pub.	<a href="#">Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, June 2019</a>
Government Finance Officers Association	<a href="#">Best Practice: Fund Balance Guidelines for the General Fund, September 2015</a>
Governmental Accounting Standards Board Statement	<a href="#">Pronouncements</a>



**Management Resources**

Governmental Accounting Standards Board Statement

Governmental Accounting Standards Board Statement

Website

Website

Website

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Website

Website

Website

Website

Website

**Description**

[Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009](#)

[Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015](#)

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

[California Department of Finance](#)

[Governmental Accounting Standards Board](#)

[California Department of Education, Finance and Grants](#)

[Government Finance Officers Association](#)

[Association of California School Administrators](#)

[School Services of California, Inc.](#)

[CSBA](#)

[Fiscal Crisis and Management Assistance Team](#)

**Cross References**

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**Description**

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[Fees And Charges](#)

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[Sale And Disposal Of Books, Equipment And Supplies](#)

[Sale And Disposal Of Books, Equipment And Supplies](#)

[Expenditures And Purchases](#)

[Contracts](#)

**Cross References****Description**

3350	<a href="#">Travel Expenses</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3400	<a href="#">Management Of District Assets/Accounts</a>
3460	<a href="#">Financial Reports And Accountability</a>
3460	<a href="#">Financial Reports And Accountability</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4131	<a href="#">Staff Development</a>
4131	<a href="#">Staff Development</a>
4151	<a href="#">Employee Compensation</a>
4154	<a href="#">Health And Welfare Benefits</a>
4154	<a href="#">Health And Welfare Benefits</a>
4156.2	<a href="#">Awards And Recognition</a>
4231	<a href="#">Staff Development</a>
4231	<a href="#">Staff Development</a>
4251	<a href="#">Employee Compensation</a>
4254	<a href="#">Health And Welfare Benefits</a>
4254	<a href="#">Health And Welfare Benefits</a>
4256.2	<a href="#">Awards And Recognition</a>
4331	<a href="#">Staff Development</a>
4351	<a href="#">Employee Compensation</a>
4354	<a href="#">Health And Welfare Benefits</a>
4354	<a href="#">Health And Welfare Benefits</a>
4356.2	<a href="#">Awards And Recognition</a>
6000	<a href="#">Concepts And Roles</a>
6141	<a href="#">Curriculum Development And Evaluation</a>
6141	<a href="#">Curriculum Development And Evaluation</a>
9000	<a href="#">Role Of The Board</a>
9250	<a href="#">Remuneration, Reimbursement And Other Benefits</a>
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9323	<a href="#">Meeting Conduct</a>

**Policy 3320: Claims And Actions Against The District**

Status: DRAFT

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

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

The Governing Board desires to conduct Eden Area ROP operations in a manner that minimizes risk, protects Eden Area ROP resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the Eden Area ROP shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or Eden Area ROP procedures, as well as the Eden Area ROP's joint powers authority (JPA) agreement or other insurance coverage.

(cf. 3530 – Risk Management/Insurance)

(cf. 5143 – Insurance)

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with Eden Area ROP-established procedures consistent with the manner and time limitations specified in the accompanying administrative regulation, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935) this Board policy. (Government Code 935)

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Board in accordance with such procedures prior to filing a lawsuit against the Eden Area ROP for money or damages.

Upon notice to the Eden Area ROP of a claim, the Superintendent or designee shall take all necessary steps to protect the Eden Area ROP's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

### Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the Eden Area ROP:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action (Government Code 911.2)
2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905, that are subject to a claims presentation procedure in another statute or regulation, shall be presented to the Board in accordance with the applicable governing statute or regulation (Government Code 905)
4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in Items #1 and 2 above, depending on the applicable cause of action (Government Code 911.2, 935)

### Receipt of Claims

A claim shall be deemed presented and received when delivered to the Eden Area ROP office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the Eden Area ROP office with postage paid, or when otherwise actually received in the Eden Area ROP office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

### Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the Eden Area ROP employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed

If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case as specified in Code of Civil Procedure 85 and 86.

7. The signature of the claimant or the person acting on the claimant's behalf

#### **Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

#### **Amendment to Claims**

Within the time limits provided in "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

#### **Late Claims**

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee shall, within 45 days, give written notice, in the manner specified in Government Code 911.3, that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the Eden Area ROP was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for

### presentation of the claim

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4.

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

### Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the Eden Area ROP and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the Eden Area ROP, the claim shall be rejected
2. If the Board finds that the claim is a proper charge against the Eden Area ROP and is for an amount justly due, the claim shall be allowed
3. If the Board finds that the claim is a proper charge against the Eden Area ROP but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance
4. If legal liability of the Eden Area ROP or the amount justly due is disputed, the Board may reject or compromise the claim
5. If the Board takes no action on the claim, the claim shall be deemed rejected

In accordance with Government Code 935.4, the Governing Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the Eden Area ROP's JPA agreement or insurance coverage.

If the Board, or Superintendent when appropriate, allows the claim, in whole or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913)

### Roster of Public Agencies Registry of Public Agencies

Within 10 days of any change in the full, legal name of the Eden Area ROP, the mailing address of the Governing Board, or the names, titles, and addresses of the Governing Board president, the Governing Board clerk or secretary, or other Governing Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

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

**State**

Code of Civil Procedure 340.1  
 Code of Civil Procedure 340.11  
 Code of Civil Procedure 85-86  
 Ed. Code 35200  
 Ed. Code 35202  
 Gov. Code 53051  
 Gov. Code 6500-6536  
 Gov. Code 800  
 Gov. Code 810-996.6  
 Pen. Code 72

**Description**

Action for recovery of damages suffered as result of childhood sexual assault  
 Action for recovery of damages suffered as a result of childhood sexual assault that occurred before January 1, 2024  
 Limited civil cases; amount in controversy  
[Liability for debts and contracts](#)  
[Claims against districts; applicability of Government Code](#)  
[Information filed with secretary of state and county clerk](#)  
[Joint powers agreements](#)  
[Cost in civil actions](#)  
[Government Claims Act](#)  
[Fraudulent claims](#)

**Management Resources**

Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Website  
 Website  
 Website

**Description**

Hovd v. Hayward Unified School District (1977) 74 Cal.App.3d 470  
 Stockett v. Association of California Water Agencies Joint Powers Insurance Authority (2004) 34 Cal.4th 441  
 City of Stockton v. Superior Court (2007) 42 Cal. 4th 730  
 Connelly v. County of Fresno (2006) 146 Cal.App.4th 29  
 CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580  
 CSEA v. South Orange Community College District (2004) 124 Cal.App.4th 574  
[CSBA District and County Office of Education Legal Services](#)  
[California Secretary of State's Office](#)  
[Fiscal Crisis and Management Assistance Team](#)

**Cross References**

1340  
 1340  
 3530  
 3530  
 4119.1  
 4144  
 4144  
 4157.1  
 4158  
 4158  
 4219.1  
 4257.1  
 4258  
 4258  
 4319.1

**Description**

[Access To District Records](#)  
[Access To District Records](#)  
[Risk Management/Insurance](#)  
[Risk Management/Insurance](#)  
[Civil And Legal Rights](#)  
[Complaints](#)  
[Complaints](#)  
[Work-Related Injuries](#)  
[Employee Security](#)  
[Employee Security](#)  
[Civil And Legal Rights](#)  
[Work-Related Injuries](#)  
[Employee Security](#)  
[Employee Security](#)  
[Civil And Legal Rights](#)

**Cross References**

4344

4344

4357.1

4358

4358

5141.4

5141.4

5141.4-E PDF(1)

6163.2

6163.2

9012

9321

9321-E(1)

9321-E(2)

9322

**Description**[Complaints](#)[Complaints](#)[Work-Related Injuries](#)[Employee Security](#)[Employee Security](#)[Child Abuse Prevention And Reporting](#)[Child Abuse Prevention And Reporting](#)[Child Abuse Prevention And Reporting](#)[Animals At School](#)[Animals At School](#)[Board Member Electronic Communications](#)[Closed Session](#)[Closed Session](#)[Closed Session](#)[Agenda/Meeting Materials](#)

**Regulation 3320: Claims And Actions Against The District**

**Status:** DRAFT

**Original Adopted Date:** 12/09/2021 | **Last Reviewed Date:** 12/09/2021

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

Any claim against the Eden Area ROP for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with Eden Area ROP-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the Eden Area ROP for money or damages.

**Time Limitations**

The following time limitations apply to the presentation of claims for money or damages against the Eden Area ROP:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another a statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)
4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)

**Receipt of Claims**

A claim shall be deemed presented and received when delivered to the Eden Area ROP office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the Eden Area ROP office with postage paid, or when otherwise actually received in the Eden Area ROP office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the Eden Area ROP pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the Eden Area ROP's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

**Review of Contents of the Claim**

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted



4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the Eden Area ROP employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

#### **Notice of Claim Insufficiency**

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

#### **Amendment to Claims**

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

#### **Late Claims**

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4, 915, 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the Eden Area ROP was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as

set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8, 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

### Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the Eden Area ROP and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the Eden Area ROP, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the Eden Area ROP and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the Eden Area ROP but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the Eden Area ROP or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

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

State	Description
Code of Civil Procedure 340.1	Action for recovery of damages suffered as result of childhood sexual assault
Code of Civil Procedure 340.11	Action for recovery of damages suffered as a result of childhood sexual assault that occurred before January 1, 2024
Code of Civil Procedure 85-86	Limited civil cases; amount in controversy
Ed. Code 35200	<a href="#">Liability for debts and contracts</a>
Ed. Code 35202	<a href="#">Claims against districts; applicability of Government Code</a>
Gov. Code 53051	<a href="#">Information filed with secretary of state and county clerk</a>
Gov. Code 6500-6536	<a href="#">Joint powers agreements</a>
Gov. Code 800	<a href="#">Cost in civil actions</a>
Gov. Code 810-996.6	<a href="#">Government Claims Act</a>
Pen. Code 72	<a href="#">Fraudulent claims</a>

**Management Resources**

Court Decision	Hovd v. Hayward Unified School District (1977) 74 Cal.App.3d 470
Court Decision	Stockett v. Association of California Water Agencies Joint Powers Insurance Authority (2004) 34 Cal.4th 441
Court Decision	City of Stockton v. Superior Court (2007) 42 Cal. 4th 730
Court Decision	Connelly v. County of Fresno (2006) 146 Cal.App.4th 29
Court Decision	CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580
Court Decision	CSEA v. South Orange Community College District (2004) 124 Cal.App.4th 574
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Secretary of State's Office</a>
Website	<a href="#">Fiscal Crisis and Management Assistance Team</a>

**Description****Cross References**

1340	<a href="#">Access To District Records</a>
1340	<a href="#">Access To District Records</a>
3530	<a href="#">Risk Management/Insurance</a>
3530	<a href="#">Risk Management/Insurance</a>
4119.1	<a href="#">Civil And Legal Rights</a>
4144	<a href="#">Complaints</a>
4144	<a href="#">Complaints</a>
4157.1	<a href="#">Work-Related Injuries</a>
4158	<a href="#">Employee Security</a>
4158	<a href="#">Employee Security</a>
4219.1	<a href="#">Civil And Legal Rights</a>
4257.1	<a href="#">Work-Related Injuries</a>
4258	<a href="#">Employee Security</a>
4258	<a href="#">Employee Security</a>
4319.1	<a href="#">Civil And Legal Rights</a>
4344	<a href="#">Complaints</a>
4344	<a href="#">Complaints</a>
4357.1	<a href="#">Work-Related Injuries</a>
4358	<a href="#">Employee Security</a>
4358	<a href="#">Employee Security</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.4	<a href="#">Child Abuse Prevention And Reporting</a>
5141.4-E PDF(1)	<a href="#">Child Abuse Prevention And Reporting</a>
6163.2	<a href="#">Animals At School</a>
6163.2	<a href="#">Animals At School</a>
9012	<a href="#">Board Member Electronic Communications</a>
9321	<a href="#">Closed Session</a>
9321-E(1)	<a href="#">Closed Session</a>

**Description**

**Cross References**

9321-E(2)

9322

**Description**

[Closed Session](#)

[Agenda/Meeting Materials](#)

**Policy 5113.1: Chronic Absence And Truancy**

Status: DRAFT

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

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Governing Board expects that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the Eden Area Regional Occupational Program (Eden Area ROP), and that students who are identified as chronically absent or truant receive appropriate support services and interventions as early as possible.

{cf. 5113 – Absences and Excuses}

{cf. 5113.11 – Attendance Supervision}

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees, as defined in law and administrative regulation, and to identify patterns of absence throughout the Eden Area ROP.

{cf. 0400 – Comprehensive Plans}

{cf. 0420 – School Plans/Site Councils}

{cf. 0450 – Comprehensive Safety Plan}

{cf. 0460 – Local Control and Accountability Plan}

{cf. 0500 – Accountability}

The Superintendent or designee may develop strategies that focus on prevention of attendance issues, which may include, but are not limited to, efforts to provide a safe and positive school environment; relevant and engaging learning experiences; school activities that help develop students' feelings of connectedness with the school, including personalized relationships between students and teachers and/or support staff; school-based health services; including aides and communication in the primary language used by parents/guardians; and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also may develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

{cf. 0410 – Nondiscrimination in District Programs and Activities}

{cf. 5126 – Awards for Achievement}

{cf. 5131 – Conduct}

{cf. 5131.2 – Bullying}

{cf. 5137 – Positive School Climate}

{cf. 5141.6 – School Health Services}

{cf. 5145.3 – Nondiscrimination/Harassment}

Students with serious attendance problems shall be provided with interventions specific to their needs, which may include, but are not limited to, health care referrals; transportation assistance; counseling, including trauma-informed practices, for mental or emotional difficulties; academic supports; efforts to address school or community safety concerns; discussions with the student and parent/guardian about their attitudes regarding schooling; or other strategies to remove identified barriers to school attendance.

A student's truancy, tardiness, or other absence from school shall not be the basis for suspension.

The Superintendent or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absenteeism.

The Superintendent or designee may periodically report to the Governing Board regarding the Eden Area ROP's

progress in improving student attendance rates for all students and for each numerically significant student population. Such information may be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and to make changes as needed. As appropriate, the Superintendent or designee may engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

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

<b>State</b>	<b>Description</b>
5 CCR 306	<a href="#">Explanation of absence</a>
5 CCR 420-424	<a href="#">Record of verification of absence due to illness and other causes</a>
Ed. Code 1740	<a href="#">Employment of personnel to supervise attendance</a>
Ed. Code 37223	<a href="#">Weekend classes</a>
Ed. Code 44266	<a href="#">Pupil Personnel Services credential</a>
Ed. Code 46000	<a href="#">Attendance records</a>
Ed. Code 46010-46015	<a href="#">Absences</a>
Ed. Code 46110-46120	<a href="#">Attendance in kindergarten and elementary schools</a>
Ed. Code 46140-46148	<a href="#">Attendance in junior high and high schools</a>
Ed. Code 46210-46211	Attendance recovery programs
Ed. Code 48200-48208	<a href="#">Children ages 6-18; compulsory full-time attendance</a>
Ed. Code 48225.5	<a href="#">Work permits; entertainment and allied industries</a>
Ed. Code 48240-48246	<a href="#">Supervisors of attendance</a>
Ed. Code 48260-48273	<a href="#">Truants</a>
Ed. Code 48290-48297	<a href="#">Failure to comply; complaints against parents</a>
Ed. Code 48320-48325	<a href="#">School attendance review boards</a>
Ed. Code 48326	Absence intervention teams
Ed. Code 48340-48341	<a href="#">Improvement of student attendance</a>
Ed. Code 48400-48403	<a href="#">Compulsory continuation education</a>
Ed. Code 48900	<a href="#">Grounds for suspension or expulsion</a>
Ed. Code 49067	<a href="#">Unexcused absences as cause of failing grade</a>
Ed. Code 52052	<a href="#">Accountability; numerically significant student subgroups</a>
Ed. Code 60901	<a href="#">Chronic absence</a>
Gov. Code 54950-54963	<a href="#">The Ralph M. Brown Act</a>
Pen. Code 270.1	<a href="#">Chronic truancy; parent/guardian misdemeanor</a>
Pen. Code 272	<a href="#">Parent/guardian duty to supervise and control minor child; criminal liability for truancy</a>
Pen. Code 830.1	<a href="#">Peace officers</a>
W&I Code 11253.5	<a href="#">Compulsory school attendance; eligibility for aid</a>
W&I Code 256-258	<a href="#">Juvenile hearing officer</a>
W&I Code 601-601.5	<a href="#">Habitually truant minors</a>
<b>Management Resources</b>	<b>Description</b>
Attendance Works Publication	<a href="#">District Attendance Tracking Tool</a>

**Management Resources**

Attendance Works Publication

Attendance Works Publications

Attendance Works Publications

Attendance Works Publications

California Department of Education Publication

California Department of Education Publication

Court Decision

CSBA Publication

CSBA Publication

Website

Website

Website

Website

Website

Website

Website

**Description**[The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014](#)[Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015](#)[School Attendance Tracking Tool](#)[For School Board Members: Frequently Asked Questions About Chronic Absence](#)[School Attendance Improvement Strategies](#)[School Attendance Review Boards Handbook & Forms](#)

L.A. v. Superior Court of San Diego County (2012) 209 Cal.App.4th 976

[Research supported strategies to improve the accuracy and fairness of grades, July 2016](#)[Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024](#)[CSBA District and County Office of Education Legal Services](#)[California Healthy Kids Survey](#)[California School Climate, Health, and Learning Survey System](#)[CSBA](#)[Attendance Works](#)[California Association of Supervisors of Child Welfare and Attendance](#)[California Department of Education](#)**Cross References**

0400

0410

0450

0450

0500

1400

3515.3

3515.3

4119.41

4131

4131

4219.41

4319.41

5112.5

5113

5113

5113.11

5121

5125

**Description**[Comprehensive Plans](#)[Nondiscrimination In District Programs And Activities](#)[Comprehensive Safety Plan](#)[Comprehensive Safety Plan](#)[Accountability](#)[Relations Between Other Governmental Agencies And The Schools](#)[District Police/Security Department](#)[District Police/Security Department](#)[Employees With Infectious Disease](#)[Staff Development](#)[Staff Development](#)[Employees With Infectious Disease](#)[Employees With Infectious Disease](#)[Open/Closed Campus](#)[Absences And Excuses](#)[Absences And Excuses](#)[Attendance Supervision](#)[Grades/Evaluation Of Student Achievement](#)[Student Records](#)

**Cross References**

5125

5126

5126

5131

5131.2

5131.2

5137

5141.21

5141.21

5141.22

5141.22

5144

5144

5144.1

5144.1

5145.3

5145.3

5145.6

5145.6-E(1)

5146

6164.2

6178.1

6178.1

**Description**[Student Records](#)[Awards For Achievement](#)[Awards For Achievement](#)[Conduct](#)[Bullying](#)[Bullying](#)[Positive School Climate](#)[Administering Medication And Monitoring Health Conditions](#)[Administering Medication And Monitoring Health Conditions](#)[Infectious Diseases](#)[Infectious Diseases](#)[Discipline](#)[Discipline](#)[Suspension And Expulsion/Due Process](#)[Suspension And Expulsion/Due Process](#)[Nondiscrimination/Harassment](#)[Nondiscrimination/Harassment](#)[Parent/Guardian Notifications](#)[Parent/Guardian Notifications](#)[Married/Pregnant/Parenting Students](#)[Guidance/Counseling Services](#)[Work-Based Learning](#)[Work-Based Learning](#)



**Regulation 5113.1: Chronic Absence And Truancy**

Status: DRAFT

Original Adopted Date: 06/05/2020 | Last Revised Date: 02/03/2022

**Definitions**

*Chronic absentee* means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the Eden Area Regional Occupational Program (Eden Area ROP), exclusive of Saturdays and Sundays. (Education Code 60901)

*Truant* means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

*Habitual truant* means a student who has been reported as a truant three or more times within the same school year, provided the Eden Area ROP has made a conscientious effort to hold at least one conference with the student and the student's parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

*Chronic truant* means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the Eden Area ROP has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, a valid excuse includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5, and ARAdministrative Regulation 5113 - Absences and Excuses. A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

**Addressing Chronic Absence**

When a student is identified as a chronic absentee, the Superintendent, attendance supervisor, or designee shall communicate with the student and the student's parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

Students who are absent shall be given an opportunity to make up missed assignments or assessments and shall receive full credit for satisfactory completion of the work. Students with excessive absences shall be supported to the extent possible to limit the impact of absences on the student's grades.

Whenever chronic absenteeism is linked to a health, social-emotional, family, or other nonschool issue, the Superintendent or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and the student's family.

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State	Description
5 CCR 306	<a href="#">Explanation of absence</a>
5 CCR 420-424	<a href="#">Record of verification of absence due to illness and other causes</a>
Ed. Code 1740	<a href="#">Employment of personnel to supervise attendance</a>
Ed. Code 37223	<a href="#">Weekend classes</a>
Ed. Code 44266	<a href="#">Pupil Personnel Services credential</a>
Ed. Code 46000	<a href="#">Attendance records</a>
Ed. Code 46010-46015	<a href="#">Absences</a>

**State**

Ed. Code 46110-46120	<a href="#">Attendance in kindergarten and elementary schools</a>
Ed. Code 46140-46148	<a href="#">Attendance in junior high and high schools</a>
Ed. Code 46210-46211	Attendance recovery programs
Ed. Code 48200-48208	<a href="#">Children ages 6-18; compulsory full-time attendance</a>
Ed. Code 48225.5	<a href="#">Work permits; entertainment and allied industries</a>
Ed. Code 48240-48246	<a href="#">Supervisors of attendance</a>
Ed. Code 48260-48273	<a href="#">Truants</a>
Ed. Code 48290-48297	<a href="#">Failure to comply; complaints against parents</a>
Ed. Code 48320-48325	<a href="#">School attendance review boards</a>
Ed. Code 48326	Absence intervention teams
Ed. Code 48340-48341	<a href="#">Improvement of student attendance</a>
Ed. Code 48400-48403	<a href="#">Compulsory continuation education</a>
Ed. Code 48900	<a href="#">Grounds for suspension or expulsion</a>
Ed. Code 49067	<a href="#">Unexcused absences as cause of failing grade</a>
Ed. Code 52052	<a href="#">Accountability; numerically significant student subgroups</a>
Ed. Code 60901	<a href="#">Chronic absence</a>
Gov. Code 54950-54963	<a href="#">The Ralph M. Brown Act</a>
Pen. Code 270.1	<a href="#">Chronic truancy; parent/guardian misdemeanor</a>
Pen. Code 272	<a href="#">Parent/guardian duty to supervise and control minor child; criminal liability for truancy</a>
Pen. Code 830.1	<a href="#">Peace officers</a>
W&I Code 11253.5	<a href="#">Compulsory school attendance; eligibility for aid</a>
W&I Code 256-258	<a href="#">Juvenile hearing officer</a>
W&I Code 601-601.5	<a href="#">Habitually truant minors</a>

**Management Resources**

	<b>Description</b>
Attendance Works Publication	<a href="#">District Attendance Tracking Tool</a>
Attendance Works Publication	<a href="#">The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014</a>
Attendance Works Publications	<a href="#">Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015</a>
Attendance Works Publications	<a href="#">School Attendance Tracking Tool</a>
Attendance Works Publications	<a href="#">For School Board Members: Frequently Asked Questions About Chronic Absence</a>
California Department of Education Publication	<a href="#">School Attendance Improvement Strategies</a>
California Department of Education Publication	<a href="#">School Attendance Review Boards Handbook &amp; Forms</a>
Court Decision	L.A. v. Superior Court of San Diego County (2012) 209 Cal.App.4th 976
CSBA Publication	<a href="#">Research supported strategies to improve the accuracy and fairness of grades, July 2016</a>
CSBA Publication	<a href="#">Seize the Data: Using Chronic Absence Data to Drive Student Engagement, March 2024</a>
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>

**Management Resources**

Website	<a href="#">California Healthy Kids Survey</a>
Website	<a href="#">California School Climate, Health, and Learning Survey System</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">Attendance Works</a>
Website	<a href="#">California Association of Supervisors of Child Welfare and Attendance</a>
Website	<a href="#">California Department of Education</a>

**Cross References**

	<b>Description</b>
0400	<a href="#">Comprehensive Plans</a>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0450	<a href="#">Comprehensive Safety Plan</a>
0500	<a href="#">Accountability</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>
3515.3	<a href="#">District Police/Security Department</a>
3515.3	<a href="#">District Police/Security Department</a>
4119.41	<a href="#">Employees With Infectious Disease</a>
4131	<a href="#">Staff Development</a>
4131	<a href="#">Staff Development</a>
4219.41	<a href="#">Employees With Infectious Disease</a>
4319.41	<a href="#">Employees With Infectious Disease</a>
5112.5	<a href="#">Open/Closed Campus</a>
5113	<a href="#">Absences And Excuses</a>
5113	<a href="#">Absences And Excuses</a>
5113.11	<a href="#">Attendance Supervision</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5126	<a href="#">Awards For Achievement</a>
5126	<a href="#">Awards For Achievement</a>
5131	<a href="#">Conduct</a>
5131.2	<a href="#">Bullying</a>
5131.2	<a href="#">Bullying</a>
5137	<a href="#">Positive School Climate</a>
5141.21	<a href="#">Administering Medication And Monitoring Health Conditions</a>
5141.21	<a href="#">Administering Medication And Monitoring Health Conditions</a>
5141.22	<a href="#">Infectious Diseases</a>
5141.22	<a href="#">Infectious Diseases</a>
5144	<a href="#">Discipline</a>
5144	<a href="#">Discipline</a>

**Cross References**

5144.1  
5144.1  
5145.3  
5145.3  
5145.6  
5145.6-E(1)  
5146  
6164.2  
6178.1  
6178.1

**Description**

[Suspension And Expulsion/Due Process](#)  
[Suspension And Expulsion/Due Process](#)  
[Nondiscrimination/Harassment](#)  
[Nondiscrimination/Harassment](#)  
[Parent/Guardian Notifications](#)  
[Parent/Guardian Notifications](#)  
[Married/Pregnant/Parenting Students](#)  
[Guidance/Counseling Services](#)  
[Work-Based Learning](#)  
[Work-Based Learning](#)

**Bylaw 9270: Conflict Of Interest**

Status: DRAFT

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

The Governing Board commits to maintaining the highest ethical standards and help ensure that decisions are made in the best interest of the Eden Area Regional Occupational Program (Eden Area ROP) and the public. Accordingly, no "District Official," defined as a Board member, Eden Area ROP employee, or other person in a position designated position in the Eden Area ROP's conflict of interest code, shall participate in the making of any decision for the Eden Area ROP when the decision will or may be affected by the Board member's, Eden Area ROP employee's, or other designated persons District Official's financial, family, or other personal interest or consideration, as defined by law.

Even if a prohibited conflict of interest does not exist, Additionally, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

**Conflict of Interest Code**

The Board shall adopt for the Eden Area ROP a conflict of interest code for the Eden Area ROP that incorporates the provisions of 2 CCR 18730 by reference, specifies/delineates the Eden Area ROP's designated positions District Officials, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the Eden Area ROP's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the Eden Area ROP's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the Eden Area ROP's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, District Officials or changes to the duties assigned to existing positions, amendments, or revisions of District Officials, the amended code Board shall amend the code, which shall then be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the Eden Area ROP's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the Eden Area ROP's conflict of interest code. A Board member who leaves office or a designated employee who leaves Eden Area ROP employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or Eden Area ROP employment. (Government Code 87302, 87302.6)

**Conflict of Interest under the Political Reform Act**

A district official, including a Board member, designated employee, or other person in a designated position A District Official shall not make, participate in making, or in any way use or attempt to use an official position to influence a governmental decision in which the Eden Area ROP official District Official knows or has reason to know that there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Eden Area ROP official, the Eden Area ROP official's District Official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

An Eden Area ROP official District Official makes a governmental decision when, acting within the authority of the office or position, the Eden Area ROP official District Official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another Eden Area ROP official other District Officials for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, an Eden Area ROP official shall participate. District Official is not prohibited from participating in the making of a contract in which the Eden Area ROP official District Official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

### Form 700

Each District Official shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the Eden Area ROP's conflict of interest code. An individual who ceases to be a District Official shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date the individual ceased to be a District Official. (Government Code 87302)

### Additional Requirements for Boards that Manage Public Investments

Any Board member, Eden Area ROP employee, or Eden Area ROP consultant who manages public investments, pursuant to as defined by Government Code 87200, and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
2. Not discuss or vote on the matter, or otherwise acting in violation of Government Code 87100; The

For a Board member, the Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

However, the Board member, Eden Area ROP employee, or Eden Area ROP consultant who manages public investments, as defined by Government Code 87200, may speak on the issue during the time that the general public speaks on it. Additionally, for a Board member, if the matter has been placed on the consent calendar, the Board member shall abstain from voting on the consent calendar or, if the Board removes the item from the consent calendar, the Board member shall abstain from voting on the item. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's a decision is made during closed session, disclose the interest orally during the open session preceding the closed session;

This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

### Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or Eden Area ROP consultants A District Official shall not be financially interested in any contract made by the Board on behalf of the Eden Area ROP, including in the development, preliminary internal discussions, negotiations, compromises modifications, planning, reasoning deliberation of issues,

and specifications and solicitations for bids. If a **Board member District Official** has such a financial interest in a contract made by the **Eden Area ROP Board**, the contract is void. (Government Code 1090)

### **Remote Interest Exception to Government Code 1090**

A Board member shall not be considered to be financially interested in a contract in which there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member **or Eden Area ROP official** to enter into the contract. (Government Code 1091)

### **Noninterest Exception to Government Code 1090**

In addition, a **Board member A District Official** shall not be considered to be financially interested in a contract **in which if the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed reimbursement** for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been an Eden Area ROP employee for at least one year prior to the Board member's election or appointment, or in any other **applicable circumstance "noninterest"** specified in Government Code 1091.5.

### **Common Law Doctrine Against Conflict of Interest**

A **Board member District Official** shall abstain from any official action in which the **Board member's District Official's private or personal interest may conflict with official duties pursuant to the common law doctrine against conflict of interest.**

### **Incompatible Offices and Activities**

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the Eden Area ROP. (Government Code 1099, 1126)

### **Gifts**

**Board members and designated employees District Officials** may accept gifts only under the conditions and limitations specified in **law including, but not limited to,** Government Code 89503 and 2 CCR 18730.

**The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)**

**In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)**

Gifts of travel and related lodging and subsistence shall be subject to the current gift **limitation conditions and limitations**, except when: (Government Code 89506)

1. **1.** The travel is in connection with a speech given by a **Board member or designated employee District Official**, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States;
2. **2.** The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code;

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the Eden Area ROP for **Board members and designated employees District Officials**. (Government Code 89506)

### **Honoraria**

**Board members and designated employees District Officials** shall not accept any honorarium, which is defined as any



payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. ~~1.~~ Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. ~~2.~~ Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the Eden Area ROP for donation into the general fund without being claimed as a deduction from income for tax purposes

### Advice

Any District Official, who, in good faith, believes that they may be subject to the requirements of this Bylaw and has questions, is unclear, or is unsure regarding the application of the requirements of this Bylaw to any particular instance or situation, may seek advice from the Eden Area ROP's legal counsel with the permission of the Superintendent, Board President, or majority of the Board.

### Training

Unless a Board member's term expires prior to January 1, 2026, each Board member shall complete ethics training in accordance with Government Code 53234-53235.2 by January 1, 2026, and at least once every two years thereafter as specified in Board Bylaw 9240 – Board Training.

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

### State

### Description

2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18438.1-18438.8	<a href="#">Campaign contribution-based conflicts of interest</a>
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	<a href="#">Disclosure of interests</a>
2 CCR 18753-18756	<a href="#">Conflict of interest codes</a>
2 CCR 18940.2	Gift limit amount
Ed. Code 1006	<a href="#">Prohibition against school district employees serving on county board of education</a>
Ed. Code 35107	<a href="#">School district employees</a>
Ed. Code 35230-35240	<a href="#">Corrupt practices</a>
Ed. Code 35233	<a href="#">Prohibitions applicable to members of governing boards</a>
Ed. Code 41000-41003	<a href="#">Moneys received by school districts</a>
Ed. Code 41015	<a href="#">Investments</a>
Fam. Code 297.5	<a href="#">Rights, protections, and benefits of registered domestic partners</a>
Gov. Code 1090-1099	<a href="#">Prohibitions applicable to specified officers</a>
Gov. Code 1125-1129	<a href="#">Incompatible activities</a>
Gov. Code 53234-53235.2	<a href="#">Ethics training</a>
Gov. Code 81000-91014	<a href="#">Political Reform Act</a>
Gov. Code 82011	<a href="#">Code reviewing body</a>
Gov. Code 82019	<a href="#">Definition; designated employee</a>
Gov. Code 82028	<a href="#">Definition; gift</a>
Gov. Code 82030	<a href="#">Definition; income</a>



**State**

Gov. Code 82033  
 Gov. Code 82034  
 Gov. Code 84308  
 Gov. Code 87100-87505  
 Gov. Code 89501-89503  
 Gov. Code 89506  
 Gov. Code 91000-91014  
 Pen. Code 85-88  
 Pub. Cont. Code 6102  
 Rev. & Tax Code 203

**Description**

[Definition; interest in real property](#)  
[Definition; investment](#)  
[Campaign Disclosure](#)  
 Political Reform Act; conflict of interest  
[Honoraria and gifts](#)  
[Ethics; travel](#)  
[Enforcement](#)  
[Bribes](#)  
[Bribery of public official; voidable contract](#)  
[Taxable and exempt property - colleges](#)

**Management Resources**

Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
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 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion  
 Attorney General Opinion

**Description**

105 Ops.Cal.Atty.Gen.69 (2022)  
 63 Ops.Cal.Atty.Gen. 868 (1980)  
 65 Ops.Cal.Atty.Gen. 606 (1982)  
 68 Ops.Cal.Atty.Gen. 171 (1985)  
 69 Ops.Cal.Atty.Gen. 255 (1986)  
 80 Ops.Cal.Atty.Gen. 320 (1997)  
 81 Ops.Cal.Atty.Gen. 327 (1998)  
 82 Ops.Cal.Atty.Gen. 83 (1999)  
 85 Ops.Cal.Atty.Gen. 60 (2002)  
 86 Ops.Cal.Atty.Gen. 138(2003)  
 89 Ops.Cal.Atty.Gen. 217 (2006)  
 92 Ops.Cal.Atty.Gen. 19 (2009)  
 92 Ops.Cal.Atty.Gen. 26 (2009)  
 Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261  
 Klistoff v. Superior Court (2007) 157 Cal.App.4th 469  
 Kunec v. Brea Redevelopment Agency (1997) 55 Cal.App.4th 511  
 McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235  
 Thorpe v. Long Beach Community College District (2000) 83 Cal.App.4th 655  
 Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010  
 Advice Letter: A-96-314 (December 18, 1996)  
 Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005  
 Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009  
 Understanding the Basics of Public Service Ethics: Transparency Laws, 2009  
[CSBA District and County Office of Education Legal Services](#)  
[Institute for Local Government](#)

Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 Court Decision  
 CSBA Publication  
 Fair Political Practices Commission Publication  
 Fair Political Practices Commission Publication  
 Institute For Local Government Publication  
 Institute for Local Government Publication  
 Website  
 Website

**Management Resources**

Website

**Description**

[Fair Political Practices Commission](#)

Website

[CSBA](#)

**Cross References**

1340

[Access To District Records](#)

1340

[Access To District Records](#)

1700

[Relations Between Private Industry And The Schools](#)

3230

[Federal Grant Funds](#)

3230

[Federal Grant Funds](#)

3300

[Expenditures And Purchases](#)

3311

[Bids](#)

3311

[Bids](#)

3400

[Management Of District Assets/Accounts](#)

3400

[Management Of District Assets/Accounts](#)

3430

[Investing](#)

3600

[Consultants](#)

4112.8

[Employment Of Relatives](#)

4117.2

[Resignation](#)

4136

[Nonschool Employment](#)

4136-E PDF(1)

[Nonschool Employment](#)

4212.8

[Employment Of Relatives](#)

4217.2

[Resignation](#)

4236

[Nonschool Employment](#)

4312.8

[Employment Of Relatives](#)

4317.2

[Resignation](#)

4336

[Nonschool Employment](#)

6161.1

[Selection And Evaluation Of Instructional Materials](#)

6161.1

[Selection And Evaluation Of Instructional Materials](#)

7140

[Architectural And Engineering Services](#)

7140

[Architectural And Engineering Services](#)

9000

[Role Of The Board](#)

9005

[Governance Standards](#)

9200

[Limits Of Board Member Authority](#)

9230

[Orientation](#)

9320

[Meetings And Notices](#)

9321

[Closed Session](#)

9321-E(1)

[Closed Session](#)

9321-E(2)

[Closed Session](#)

9323

[Meeting Conduct](#)

# Eden Area ROP RESOLUTION NO. \_\_\_\_\_

## Adopting a Conflict of Interest Code (E1 9270)

**WHEREAS**, the Political Reform Act, Government Code 87300-87313, ~~requires~~ require each public agency in California including each school district, to adopt a conflict of interest code; ~~and~~

~~**WHEREAS**, the Governing Board of the Eden Area Regional Occupational Program (Eden Area ROP) has previously adopted a local conflict of interest code; and~~

~~**WHEREAS**, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the Eden Area ROP conflict of interest code; and~~

~~**WHEREAS**, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and~~

**WHEREAS**, a district is permitted to create its conflict of interest code by incorporating by reference the terms of 2 CCR 18730, along with a list of District Officials to whom the code applies and disclosure categories, in accordance with Government Code 87300 and 87306;

**WHEREAS**, the Governing Board of the Eden Area Regional Occupational Program (Eden Area ROP) has previously adopted a local conflict of interest code in this manner; and

**WHEREAS**, the Eden Area ROP has recently reviewed its ~~positions~~ list of District Officials, and the duties of each ~~position~~, and has determined that (changes/no changes) to the current conflict of interest code are necessary; ~~and~~

~~**WHEREAS**, any earlier resolutions, bylaws, and/or appendices containing the Eden Area ROP's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and~~

**NOW THEREFORE BE IT RESOLVED** that the ~~Eden Area ROP~~ Governing Board of the Eden Area ROP adopts the following Conflict of Interest Code, including ~~its~~ the accompanying-Appendix of ~~Designated Employees~~ District Officials and Disclosure Categories.

**BE IT FURTHER RESOLVED**, any earlier resolutions, bylaws, and/or appendices containing the Eden Area ROP's conflict of interest code are hereby rescinded and superseded by this Resolution and Appendix.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

---

Name of Superintendent

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



## Conflict of Interest Code (“Code”) of the Eden Area Regional Occupational Program (Eden Area ROP)

The ~~provisions~~ Political Reform Act (PRA) (Government Code 81000-87505) requires the Eden Area ROP to adopt a conflict of interest code. 2 CCR 18730 contains the terms of a conflict of interest code, which may be amended by the Fair Political Practices Commission (FPPC) to conform to amendments in the PRA. Therefore, the terms of 2 CCR 18730 and any amendments to it duly adopted by the ~~Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are~~ FPPC are hereby incorporated by reference. This Code and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the ~~Eden Area ROP’s~~ conflict of interest code of the Eden Area ROP.

~~Governing Board members and designated employees~~ District Officials, defined as those positions listed herein, shall file a Form 700 (also known as a Statement of Economic Interest/~~Form 700]~~ in accordance with the disclosure categories listed in the attached Appendix. The ~~Statement of Economic Interest~~ Form 700 shall be filed with the Eden Area ROP’s filing officer and/or, if so required, with the Eden Area ROP’s code reviewing body. The Eden Area ROP’s filing officer shall make the statements available for public review and inspection.

### APPENDIX

#### Disclosure Categories

1. Category 1: A ~~person~~ District Official designated “Category 1” shall disclose the following:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the Eden Area ROP;
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the Eden Area ROP, or manufacture or sell supplies, books, machinery, or equipment of the type used by the Eden Area ROP;
  
2. Category 2: A ~~person~~ District Official designated Category 2 shall disclose the following:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs;

- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs:

For a principal in this category, the principal's department is the principal's entire school.

- 3. ~~Full Disclosure: Because it has been determined~~ Category 3 (Applicable to positions that the Eden Area ROP's Governing Board members and/or Superintendent "manage public investments," they and other persons as defined by Government Code 87200): A District Official designated for "full disclosure" "Category 3" shall disclose, in accordance with Government Code 87200- 87210, the following:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the Eden Area ROP:
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments:

**Designated Positions**

~~Designated Position Disclosure Category~~

<u>District Officials</u>	<u>Disclosure Category</u>
Governing Board Members	<u>1 or 3</u>
Superintendent	<u>1 or 3</u>
Director of Adult Programs and Apprenticeships	2
Principal	2
Assistant Principals	2
Fiscal Services Administrator	1
Human Resources Administrator	2

**Disclosures for Consultants**

~~Consultants are designated employees~~ The Superintendent or designee shall annually determine, on a case-by-case basis, which Eden Area ROP consultants, if any, shall constituent District Officials and who must shall -disclose financial interests ~~as determined on a case-by-case basis by the Superintendent or designee~~. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description.

All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the Eden Area ROP, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the Eden Area ROP to enter into, modify, or renew a contract that requires Eden Area ROP approval
5. Grant Eden Area ROP approval to a contract that requires Eden Area ROP approval and in which the Eden Area ROP is a party, or to the specifications for such a contract
6. Grant Eden Area ROP approval to a plan, design, report, study, or similar item
7. Adopt or grant Eden Area ROP approval of Eden Area ROP policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the Eden Area ROP, serves in a staff capacity with the Eden Area ROP and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the Eden Area ROP that would otherwise be performed by an individual holding a position specified in the Eden Area ROP's conflict of interest code. (2 CCR 18700.3)

# ACTION ITEMS

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**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the adoption of Resolution 6-24/25: Career and Technical Education Month (February)

## BACKGROUND

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February has been designated as Career and Technical Education Month by the Association for Career and Technical Education (ACTE).

## CURRENT SITUATION

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Career and Technical Education (CTE) plays a vital role in preparing students for a dynamic and competitive workforce by offering programs that blend academic knowledge with technical skills. Recognizing CTE Month emphasizes the significant contributions of these programs to student success, economic growth, and workforce readiness.

### Key Impacts of CTE Programs

- **Career Readiness and Skill Development:** CTE equips students with both academic and employability skills that are essential for success in today's job market.
- **Engagement and Achievement:** Students involved in CTE benefit from experiential learning opportunities that increase motivation, engagement, and academic performance.
- **Early Career Exploration:** CTE introduces students to career pathways early, helping them make informed educational and career decisions.
- **Addressing Workforce Needs:** connecting with industry standards, CTE helps bridge the skills gap and connects employers with a qualified talent pool.
- **Economic Strength:** Strong CTE programs contribute to a thriving workforce and a robust, competitive economy.

Resolution 6-24/25 recognizes the month of February as a celebration of the vital impact career and technical education makes upon students' lives, business and technical communities and the economic development of the country.

## RECOMMENDATION

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It is recommended that the Governing Board approve the adoption of Resolution 6-24/25: Career and Technical Education Month (February).

# EdenAreaROP **RESOLUTION NO. 6-24/25**

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## Career and Technical Education Month: February

**WHEREAS**, February has been designated Career and Technical Education (CTE) Month by the Association for Career and Technical Education (ACTE); and

**WHEREAS**, CTE offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and

**WHEREAS**, students in CTE programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

**WHEREAS**, CTE provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

**WHEREAS**, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with careers in critical and growing CTE-related fields ; and

**WHEREAS**, CTE prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

**WHEREAS**, CTE programs ensure that employers have access to a qualified and thriving workforce, ensuring our nation is a strong and competitive economy;

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Board of the Eden Area Regional Occupational Program does hereby recognize February as

### **CAREER AND TECHNICAL EDUCATION MONTH**

and urge everyone to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

**PASSED AND ADOPTED** by the following called vote this 6<sup>th</sup> day of February 2025.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Blaine Torpey  
ROP Governing Board Clerk, Eden Area ROP  
Alameda County, State of California



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Governing Board Reorganization

## **BACKGROUND**

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Annually, the Governing Board selects a Board President and Vice-President to perform the duties as specified in the Government Code.

## **CURRENT SITUATION**

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Now that reorganization of the member districts have been completed, the Eden Area ROP Governing Board will select a President and Vice-President to serve from March 2025 through February 2026. All members of the current Governing Board are eligible for election.

## **RECOMMENDATION**

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It is recommended that the Governing Board elect their new officers at tonight's meeting and approve the Governing Board reorganization.



**DATE:** February 6, 2025  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs and Apprenticeships  
**SUBJECT:** Request the Governing Board to approve the Agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for Dental Assisting Apprenticeship Program August 1, 2024, through December 31, 2027

## **BACKGROUND**

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

## **CURRENT SITUATION**

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


Last fiscal year, Eden Area ROP applied in a competitive process and has been awarded. The Eden Area ROP was awarded a grant for implementing a Dental Assisting Apprenticeship program for \$1,102,564. This grant will allow Eden Area ROP to develop a seamless pipeline of Dental Assistants for over 39 industry partners who have committed to hiring an Eden Area ROP Dental Assisting Apprentice.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the agreement with California Community Colleges Board of Governors through California Apprenticeship Innovative Grant Program for Dental Assisting Apprenticeship Program August 1, 2024, through December 31, 2027.

## GRANT AGREEMENT

<b>California Community Colleges Board of Governors - 6870</b>	Non-District (Grantee): Eden Area Regional Occupational Program Center
Division: Workforce and Economic Development Division  Project: California Apprenticeship Initiative New and Innovative Grant Program	Total Amount Encumbered:      \$1,102,564.00
<p>This grant is made and entered into by the California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors, and Eden Area Regional Occupational Program Center hereafter referred to as the Grantee. The purpose of the grant is to establish a <b>Dental Assisting Pre-apprenticeship program</b> that will register <b>106 pre-apprentices</b> with the Division of Apprenticeship Standards during the grant term targeting the <b>Healthcare sector</b> in the <b>Bay Area region</b>. The grant consists of this Grant Agreement Face Sheet and the Grant Agreement Terms and Conditions.</p> <p>The total amount payable shall not exceed the amount specified above as "Total Amount Encumbered".</p> <p>The term of this grant shall be from <b>August 1, 2024</b>, through <b>December 31, 2027</b>. The last date for grant expenditures is <b>June 30, 2027</b>, as reflected in Exhibit A.</p>	
<b>GRANTEE</b>	
Project Director: Craig Lang clang@edenrop.org	Total Grant Funds Requested: \$1,102,564.00
Signature, Chief Executive Officer (or Authorized Designee)	
	Date:
Print Name/Title of Person Signing: Blaine C. Torpey, Superintendent <a href="mailto:btorpey@edenrop.org">btorpey@edenrop.org</a> , ph. 510-293-2901	Grantee Address: 26316 Hesperian Blvd Hayward, CA 94545
<b>STATE OF CALIFORNIA</b>	
Project Monitor: Sabrina Aguilar	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.	
	Date:
Signature, Deputy Chancellor (or Authorized Designee)	
	Date:
Print Name/Title of Person Signing: Chris Ferguson, Executive Vice Chancellor for Finance and Strategic Initiatives	

**STATE OF CALIFORNIA FUNDING**

Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	10103	0001	5670019	6870-4000	5432000	6870-022	22	2024	2024-25	\$1,102,564
<b>TOTAL AMOUNT ENCUMBERED TO DATE: \$1,102,564.00</b>										

## EXHIBIT A

### A. SCOPE OF WORK AND PAYMENT PROVISIONS

#### 1. Scope of Work

Grantee shall complete the following tasks:

1. Recruit and register at least one apprentices with the Division of Apprenticeship Standards during the Grant Agreement for every \$15,000 awarded.
2. Maintain employer relations, including recruiting additional employer partners as needed, throughout the Grant Agreement to ensure that all apprentices are provided employment opportunities and so that at apprentices will have employment opportunities on an ongoing basis after the period of performance.
3. Create a network of apprentice support services by **June 30, 2025**, that is accessible and comprehensive. The network should provide academic and nonacademic student support services including, but not limited to, job readiness coaching and career guidance, case management, success coaching, and financial aid which should remove barriers to entry and completion for any program participants, and ensure apprentices have access to services throughout their apprenticeship term.
4. Finalize related and supplemental instruction that provides the apprentice with knowledge including the theoretical and technical subjects related and supplemental to the skill(s) involved in the identified occupation by **December 31, 2024**, and administer and provide related and supplemental instruction to apprentices throughout the Grant Agreement.
5. By the end of the Grant Agreement, establish a program sustainability plan that describes how the program will maintain funding for the immediate five years following the grant.
6. Support apprentice on-the-job training throughout the grant term.
7. Consult with Chancellor's Office staff, as needed, and respond to all staff communications in writing within 48 hours of receipt of communication.
8. Stay updated and informed on California registered apprenticeship and pre-apprenticeship laws, regulations, and relevant program policies.
9. Consult with the Chancellor's Office and prepare and maintain the program's NOVA work plan to guide progress under the Grant Agreement. The first workplan is due **60 days** from execution of the Grant Agreement and may be modified as needed, as determined by the parties.
10. Grantee may be subject to a formal site visit(s) at the discretion of the Project Monitor during the period of performance.
11. Monitor and report on work plan deliverables and outcomes every six months as follows:

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

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

**EXHIBIT A**

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

<b>Eden Area ROP Dental</b>					
<b>Assisting Imp.</b>	<b>EY</b>				
<b>Expenditure Type</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>Grand Total</b>	
1000 - Instructional					
Salaries	\$ 111,902	\$ 116,378	\$ 121,034	\$	349,314
2000 - Non-Instructional					
Salaries	\$ 93,323	\$ 97,056	\$ 100,938	\$	291,317
3000 - Employee Benefits	\$ 92,352	\$ 96,045	\$ 99,887	\$	288,284
4000 - Supplies and					
Materials	\$ 23,390	\$ 23,390	\$ 23,390	\$	70,170
5000 - Other Operating					
Expenses and Services	\$ 8,000	\$ 8,000	\$ 8,000	\$	24,000
6000 - Capital Outlay	\$ 32,000			\$	32,000
Indirect Costs	\$ 16,244	\$ 15,339	\$ 15,896	\$	47,479
<b>Grand Total</b>	<b>\$ 377,211</b>	<b>\$ 356,208</b>	<b>\$ 369,145</b>	<b>\$</b>	<b>1,102,564</b>

The total payment for the above shall not exceed: \$1,102,564.00

**2. Project Representatives**

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

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

**3. Grantee's Project Director**

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

**4. Chancellor's Office Project Monitor**

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

**5. Fund Disbursement**

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

- 20% upon Chancellor's Office receipt of invoice after execution of the Grant Agreement



## EXHIBIT A

- The remaining funds will be disbursed upon receipt of an invoice on a six-month basis. Invoices must be supported by the required NOVA fiscal reports that demonstrate work plan activity progress.

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

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

### 6. Travel and Expense Reimbursement

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

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

### 7. Budget Changes

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

### 8. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall

## EXHIBIT A

have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

### B. SPECIAL TERMS AND CONDITIONS

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

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

## EXHIBIT A

### 2. Approval of Publications and Deliverables and Branding

- a. All products, documents, and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.
- c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to [brand@cccoco.edu](mailto:brand@cccoco.edu).
- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- e. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
- f. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports.

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

#### *Exclusive Property of Chancellor's Office and Assignment*

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

#### *Subcontracts and Subgrants*

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

#### *Copyright*

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

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any,

## EXHIBIT A

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

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



### *Patents*

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

### *Trademarks and Servicemarks*

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

#### **4. Prohibition Against Use of Grant Fund for Grant Application**

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

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

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

## EXHIBIT A

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
  1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
  2. If the Grant-funded project involves system wide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  3. In all other cases, real property, or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
  4. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the federal funding source.

### 6. Surveys

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

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

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

## EXHIBIT A

6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

- c. The awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

### **8. Revenue from Proposition 98 Funds:**

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

### **9. Public Hearings**

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

### **10. Work by Chancellor's Office Personnel**

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

### **11. Time is of the Essence**

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

## **C. GENERAL TERMS AND CONDITIONS**

### **1. Amendments**

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

### **2. Assignment**

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

### **3. Settlement of Disputes**

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



## EXHIBIT A

### 4. Notice

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

### 5. Audit

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

### 6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, or its subcontractors and subgrantees will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee, or its subcontractors and subgrantees will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
  1. Grantee shall take all reasonable steps to ensure that its subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
  2. Grantee shall establish safeguards to prohibit officers, employees, or board members from using their positions for a purpose that could result in private gain

## EXHIBIT A

or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

### 7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote, or deter union organizing. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

### 8. Nondiscrimination Clause

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

### 9. Accessibility for Persons with Disabilities



## EXHIBIT A

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)
- b. The grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. The grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased, or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards: [Revised 508 Standards and 255 Guidelines \(access-board.gov\)](#) and/or the WCAG 2.1 Level AA criteria ([Web Content Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](#)), and guidelines developed by the Chancellor's Office.
- e. The Grantee shall respond and shall require its contractors and subgrantees to respond to and resolve any complaints regarding the accessibility of its products and services as required by this section.
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. The Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

### 10. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The organization's policy of maintaining a drug-free workplace.
  3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
  1. Receive a copy of the Grantee's drug-free policy statement; and,
  2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has

## EXHIBIT A

occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

### 11. Termination

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

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

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

### 13. Indemnification

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

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

## EXHIBIT A

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

### 14. Waiver of Rights

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

### 15. Workers' Compensation Insurance

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

### 16. Unenforceable Provisions

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

### 17. Law Governing

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

### 18. Independent Status of Grantee

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

### 19. Grant Agreement is Complete

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

### 20. Captions

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

### 21. Effective Date

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

# COMMUNICATION

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# Alameda County Office of Education

Alysse Castro, Superintendent

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January 12, 2024

Blaine Torpey, Superintendent  
Members of the Board of Education  
Eden Area ROP (EAROP)  
26316 Hesperian Blvd., Hayward, CA 94545

RE: 2023-24 First Interim Budget Report

Dear Superintendent and Members of the Board,

EAROP filed a POSITIVE certification of the ROP's 2023-2024 First Interim Budget Report, covering the period ending October 31<sup>st</sup>, which EAROP's Board of Education approved on December 7, 2023. A Positive Certification is assigned when a local educational agency will meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent two fiscal years.

***ACOE has reviewed EAROP's First Interim Budget Report reflecting the financial status of the ROP based on the current budget assumptions, and the Board's and member districts' actions, and we concur with the ROP's POSITIVE certification.***

We want to express our appreciation to the ROP staff, the Board, and the community for their commitment. If you have any questions or concerns regarding our review process, please reach out.

In community,

Alysse Castro  
Alameda County Superintendent of Schools

cc: Anthony Oum, Fiscal Services Administrator, EAROP  
Shirene Moreira, Chief of District Business & Advisory Services, ACOE  
Joan Laursen, Director III, District Business & Advisory Services, ACOE  
Nathan Lau, Director I, District Advisory Services, ACOE