



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, May 1, 2025
5:45 pm

GOVERNING BOARD MEMBERS

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

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Thursday, May 1, 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/themselves and his/her/their organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter

relating to the Eden Area ROP that does not appear on the agenda, this may be done during the “Public Comment” section.

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

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Core Values

VI. Approval of Agenda

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

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

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

Public Comments:

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

Public Comment if attending meeting in person:

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

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

Public Comment if attending meeting via Zoom:

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

VIII. 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

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Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of April 10, 2025 (pages 7-14)
- B. Request the Governing Board to approve the Bill Warrants (pages 15-19)
- C. Request the Governing Board to approve the Personnel Action Items (pages 20-21)
- D. Request the Governing Board to approve the Receipt of the Career Technical Education Incentive Grant (CTEIG) Round 10 Funds (pages 22-23)
- E. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2025-2026 School Year (pages 24-30)
- F. Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2025-2026 School Year (pages 31-37)
- G. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2025-2026 School Year (pages 38-44)
- H. Request the Governing Board to approve the Agreement with Abtech Technologies for Information Technology Support Services for the 2025-2026, 2026-2027, and 2027-2028 School Years (pages 45-52)
- I. Request the Governing Board approve the Subaward Agreement with California State University East Bay for the Downtown Hayward Promise Neighborhoods Program (DHPN) 2023-2027 (pages 53-115)
- J. Request the Governing Board to approve the Agreement with Del Conte's Landscaping, Inc. for Landscape Maintenance Services for the 2025-2026 and 2026-2027 School Years (pages 116-125)
- K. Request the Governing Board to approve the Agreement with Lozano Smith, LLP for Legal Services for the 2025-2026 School Year (pages 126-132)
- L. Request the Governing Board to approve the Agreement with Premier Commercial Cleaning Solutions (PCCS) for Janitorial Services for the 2025-2026 School Year (pages 133-140)
- M. Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2025-2026 School Year (pages 141-146)
- N. Request the Governing Board to approve the Second Amendment to the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement with Alameda County and the Alameda County Workforce Development Board (pages 147-168)
- O. Request the Governing Board to approve the MOU with Castro Valley Unified School District (CVUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026 (pages 169-171)
- P. Request the Governing Board to approve the MOU with Hayward Unified School District (HUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026 (page 172-174)
- Q. Request the Governing Board to approve the MOU with San Leandro Unified School District (SLUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026 (pages 175-177)
- R. Request the Governing Board to approve the MOU with San Lorenzo Unified School District (SLzUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July

1, 2025 through December 31, 2026 (pages 178-180)

- S. Request the Governing Board to approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Downtown Hayward Promise Neighborhoods Program for July 1, 2025-June 30, 2026 (pages 181-183)

IX. Information Items

- A. Recognition of Staff of the Year (page 185)
- B. Career Counselor Report (page 186)
- C. SkillsUSA Update (page 187)
- D. Eden Area ROP Draft Vision Statement Review and Feedback (pages 188-191)

X. Action Items

- A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Board Bylaw and Exhibit (pages 193-263)
- B. Request the Governing Board to approve the 2025-2026 High School Student Calendar (pages 264-265)
- C. Request the Governing Board to approve the Adoption of Resolution 10-24/25: Day of the Teacher (pages 266-267)
- D. Request the Governing Board to approve the Adoption of Resolution 11-24/25: Classified Employees' Week (pages 268-269)
- E. Request the Governing Board to approve the Adoption of Resolution 12-24/25: Temporary Borrowing Between Funds (pages 270-271)
- F. Request the Governing Board to approve the Adoption of Resolution 13-24/25: Year End Budget Transfers of Funds (pages 272-273)
- G. Request the Governing Board to approve the Adoption of Resolution 14-24/25: Authority to Sign Contracts for the 2025-2026 Fiscal Year (pages 274-275)
- H. Request the Governing Board to approve the Adoption of Resolution 15-24/25: Delegation of Powers to Agents for the 2025-2026 Fiscal Year (pages 276-277)
- I. Request the Governing Board to approve the Zero-Emission Vehicle (ZEV) Technology Course Outline (pages 278-301)
- J. Request the Governing Board to approve the MOU with Construction Trades Workforce Initiative (CTWI) to Develop an Eden Area ROP Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program for the 2025-2026 and 2026-2027 School Years (pages 302-308)

XI. Communications

- A. Letter from the Alameda County Office of Education regarding the Second Interim (page 310)

XII. Superintendent's Report

XIII. Governing Board Reports

XIV. Recess to Closed Session

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

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

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

XVI. Adjournment

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board April 10, 2025

I. Call to Order

James Aguilar, Board President, called the meeting to order at 5:45 p.m. on Thursday, April 10, 2025, in the Boardroom, at the Eden Area Regional Occupational Program located at 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

James Aguilar, President	San Leandro USD
Sara E. Raymond, Member	Castro Valley USD
Ken Rawdon, Member	Hayward USD

Eden Area ROP Governing Board Members Present:

Juan Campos, Vice President	San Lorenzo USD
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Eden Area ROP Administrators Present:

Mercedes Henderson	Human Resources Administrator
Craig Lang	Director of Adult Programs and Apprenticeships
Anthony Oum	Fiscal Services Administrator
Mark Rizkallah	Assistant Principal-Pathways

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP mission statement.

V. Core Values

Blaine Torpey read the Eden Area ROP Core Values.

VI. Approval of Agenda

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

AYES:	3 (Aguilar, Rawdon, Raymond)
NOES:	0
ABSTENTIONS:	0
ABSENT:	1 (Campos)

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 April 2025:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Giovanni Zaragoza	Royal Sunset	Welding Technology	Juarez
Isabel Garcia	Hayward	Entrepreneurship	Goldin
Emily Olvera	Mt. Eden	Medical Careers	Bystrom
Joshua Sanchez Padilla	San Leandro	Construction Technology	Lopez

Jessica Fagundes, Career Counselor, typically presents to the Governing Board; however, she was unable to do so this time as all instructors and students were participating in SkillsUSA competitions. Instead, instructors and students submitted recorded presentations, which were shared with the Board. Each student was honored with a framed certificate of achievement.

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

None.

IX. Consent Calendar

Trustee Sara Raymond moved to approve the consent calendar items as follows:

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 6, 2025
- B. Bill Warrants
- C. Personnel Action Items
- D. Quarterly Report on Williams Act Complaints and Resolutions
- E. Listed Donation-Vantage Data Centers Management CO, LLC
- F. Amendment Agreement with Mark Miller for Construction Manager Consultation Services from October 1, 2024 through December 31, 2025
- G. Agreement with San Jose Charters for SkillsUSA Student Transportation for the 2024-2025 School Year
- H. MOU with Castro Valley Unified School District (CVUSD) for K12 Strong Workforce Program (SWP) Round 7 Health and Business for English Learners (HB4EL) and Priority Access Dual Enrollment (PADE) for the 2025-2026 and 2026-2027 School Years
- I. MOU with Hayward Unified School District (HUSD) for K12 Strong Workforce Program (SWP) Round 7 Health and Business for English Learners (HB4EL) and Priority Access Dual Enrollment (PADE) for the 2025-2026 and 2026-2027 School Years
- J. MOU with San Leandro Unified School District (SLUSD) for K12 Strong Workforce Program (SWP) Round 7 Health and Business for English Learners (HB4EL) and Priority Access Dual Enrollment (PADE) for the 2025-2026 and 2026-2027 School Years
- K. MOU with San Lorenzo Unified School District (SLzUSD) for K12 Strong Workforce Program (SWP) Round 7 Health and Business for English Learners (HB4EL) and Priority Access Dual Enrollment (PADE) for the 2025-2026 and 2026-2027 School Years

Trustee Ken Rawdon seconded the motion.

AYES: 3 (Aguilar, Rawdon, Raymond)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Campos)

X. Information Items

A. WASC Mid-Cycle Report

Blaine Torpey, Superintendent, presented highlights from the Eden Area ROP's WASC Mid-Cycle Report. He noted significant growth in student interest, achievement, and support systems since the last full WASC visit in 2021. Key improvements include the addition of dual enrollment, honors designation, articulation credit, and pre-apprenticeship programs.

Superintendent Torpey emphasized ongoing challenges related to limited space and resources as program demand increases. He cited the recent addition of a Medical Assisting teacher and another Careers in Education section, but stressed that further growth depends on future funding and facilities expansion.

He reviewed the updated Schoolwide Action Plan and invited board input. The next WASC visit is scheduled for May 22, 2025. He encouraged Board members to consider participating in WASC visits at other institutions to gain valuable insight.

B. Pledge of Allegiance Discussion

Superintendent Blaine Torpey opened the discussion, noting that at the prior meeting, the Board had briefly touched on the topic of the Pledge of Allegiance. He acknowledged that while the practice is traditional for many boards, not all follow it, and he invited an open conversation to examine the relevance and purpose of the pledge in the current climate. He emphasized the importance of understanding what the pledge represents and considering its place in a modern, diverse school community.

Trustee Sarah Raymond reflected on her long-held belief that patriotism should leave space for critique and that young people should feel empowered to challenge systems. While she acknowledged the importance of honoring the systems in place, she raised concerns about "forced patriotism" and emphasized the need for inclusivity and freedom of expression. Trustee Raymond proposed exploring alternative "patriotic exercises" that could involve student voice and creativity, such as composing their own reflections or expressions of civic values.

Trustee Ken Rawdon shared his support for continuing the pledge, stating that for him, it represents an ideal, something to aspire to rather than a reflection of the current political reality. He shared personal reflections about his own discomfort with the phrase "under God," which he chooses to omit due to his family's history with religious trauma. He emphasized the value of land acknowledgments and suggested incorporating them alongside the pledge to honor Indigenous histories. Trustee Rawdon also noted the significance of the pledge as a symbol of hope and identity, especially when facing political challenges.

Trustee James Aguilar noted that in his home district of San Leandro, the pledge is recited at every board meeting, and land acknowledgments are performed seasonally. He shared personal tension about participating in the pledge, explaining that while he stands out of respect for his grandfather who served in the military, he places his hands behind his back to reflect his own discomfort with current societal conditions. Trustee Aguilar expressed neutrality on whether the Board should keep or remove the pledge, and reiterated the importance of engaging with Indigenous communities if a land acknowledgment is developed. He emphasized that if the Board continues the pledge, students and attendees should feel free to engage with it or not based on their beliefs and experiences.

Superintendent Torpey concluded that the discussion was less about a final decision and more about ensuring the board fosters a thoughtful, inclusive space, especially among students. He stressed the importance of creating a space where dissent is not only allowed but valued, and where expressions of civic identity are not reduced to rituals but understood as meaningful choices.

The Board collectively acknowledged the potential for next steps, including:

- Exploring options for a recurring land acknowledgment with input from local Indigenous communities.
- Considering the inclusion of alternative patriotic exercises that reflect a broader range of voices and experiences, possibly on a rotating basis.
- Brainstorming ideas such as student reflections, cultural expressions, or inspirations shared at meetings.

The conversation concluded with agreement to continue exploring ways to make Board meetings more inclusive and representative of the Eden Area ROP's diverse community.

C. First Reading of Governing Board Policies, Administrative Regulations, Board Bylaw and Exhibit

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

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

NUMBER	TYPE	TITLE	STATUS
1113	EI	District And School Websites	Revise
1312.2	BP	Complaints Concerning Instructional Materials	Revise
1340	BP	Access to District Records	Revise
1340	AR	Access to District Records	Revise
3311	BP	Bids	Revise
3311	AR	Bids	Revise
3311.1	BP	Uniform Public Construction Cost Accounting Procedures	Revise
3311.1	AR	Uniform Public Construction Cost Accounting Procedures	Revise
3312	BP	Contracts	Revise
3516.5	BP	Emergency Schedules	Revise
3580	BP	District Records	Revise
3580	AR	District Records	Revise
4151 4251 4351	BP	Employee Compensation	Revise
4158 4258 4358	BP	Employee Security	Revise
4158 4258 4358	AR	Employee Security	Revise
5125	BP	Student Records	Revise

NUMBER	TYPE	TITLE	STATUS
5125	AR	Student Records	Revise
5131	BP	Conduct	Revise
5131.6	BP	Alcohol and Other Drugs	Revise
5131.6	AR	Alcohol and Other Drugs	Revise
5131.8	BP	Mobile Communication Devices	Revise
5141.52	BP	Suicide Prevention	Revise
5141.52	AR	Suicide Prevention	Revise
5145.13	BP	Response to Immigration Enforcement	Revise
5145.13	AR	Response to Immigration Enforcement	Revise
9260	BB	Legal Protection	Revise

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

XI. Action Items

A. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2024

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the Annual Independent Auditor's Report for the fiscal year ending June 30, 2024.

AYES: 3 (Aguilar, Rawdon, Raymond)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Campos)

B. Request the Governing Board to approve the Adoption of Resolution 9-24/25: Adopting a Conflict of Interest Code (E1 9270)

Upon review of and a motion by Trustee Ken Rawdon and a second by Trustee Sara Raymond the Governing Board approved the adoption of Resolution 9-24/25: Adopting a Conflict of Interest Code (E1 9270).

AYES: 3 (Aguilar, Rawdon, Raymond)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Campos)

C. Request the Governing Board to approve the English Learner (EL) Coordinator (TOSA) Position and Job Description

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the English Learner (EL) Coordinator (TOSA) position and job description.

AYES: 3 (Aguilar, Rawdon, Raymond)
 NOES: 0
 ABSTENTIONS: 0
 ABSENT: 1 (Campos)

XII. Superintendent's Report

Blaine Torpey, Superintendent, noted that in March, the Eden Area ROP hosted a Health Careers Sector Day with 260 students in attendance. Students explored various career pathways and toured impressive facilities, including a dental hygienist training classroom and a nursing simulation lab. Superintendent Torpey also participated in Chabot College Career Education Open House and received positive feedback from partners about the professionalism of Eden Area ROP students.

He celebrated the achievements of students in DECA, a marketing and business career technical student organization. Students from Castro Valley and Arroyo High Schools participated in state competitions involving business plans and certification-style testing. While DECA is no longer an acronym, it continues to serve as a significant leadership and professional development program.

Superintendent Torpey also highlighted the ongoing work of dental assisting students, who have provided thousands of dollars worth of volunteer services through community clinics. Some students were even offered employment as a result of their efforts.

He gave updates on advocacy work, including legislative meetings with state senators and assemblymembers to promote support for ROPs and career pathways. He also participated in a state budget subcommittee panel to share Eden Area ROP's experiences with the Golden State Pathways Program.

Superintendent Torpey acknowledged Eden Area ROP student ambassadors who presented updates to the San Lorenzo and Castro Valley school boards and represented the program exceptionally well.

He shared progress data related to the Hayward Promise Neighborhood (HPN) initiative, which Eden Area ROP supports through grants. HPN outcomes include a 13 percentage point increase in kindergarten readiness, a 5 percentage point decrease in chronic absenteeism, a 6 percentage point increase in high school graduation rates, and rising college enrollment.

Additional updates included:

- Student feedback on the draft vision statement will be brought to the board in May.
- Eden Area ROP's adult program information has been updated on the California Eligible Training Provider List.
- Restorative practices continue to be used to address student conflict positively.
- The kickoff meeting for the new Facilities Master Plan was held with consultant Perkins Eastman. The plan will guide improvements over the next five years and ensure Eden Area ROP is positioned to seek future state facilities funding.

Superintendent Torpey clarified that Eden Area ROP does not have bonding authority and is instead focusing on strategic planning to access funds from Proposition 2. He is working to meet eligibility requirements and advocating for the inclusion of ROPs in state facilities funding opportunities, including financial hardship provisions.

He concluded by reminding everyone of the upcoming Student of the Year celebration on May 8, with student-prepared appetizers served from 4:30 to 5:45 pm followed by the ceremony at 6:00 pm.

XIII. Governing Board Reports

Sara Raymond, Castro Valley Unified School District (CVUSD) representative, expressed her appreciation for Superintendent Torpey's recent presentation to the Castro Valley USD Board. Trustee Raymond described the presentation as excellent.

Ken Rawdon, Hayward Unified School District (HUSD) representative, reported on several important updates from the district. Trustee Rawdon acknowledged that it has been a difficult period for HUSD, which recently underwent \$54 million in budget cuts. Despite the challenges, the district has maintained a certified and balanced budget.

Trustee Rawdon also shared that HUSD experienced a leadership transition, with the departure of its Superintendent. However, a new Superintendent has been appointed, Chien Wu Fernandez, a long-time member of the HUSD community with 20 years of service. Trustee Rawdon expressed strong confidence in her leadership, emphasizing her integrity and potential to lead the district effectively.

Trustee Rawdon shared that 15 students from Tennyson High School had the opportunity to participate in the We the People program, a national civic education initiative that includes simulated congressional hearings. In addition to state competitions held across the country, the program culminates each spring with the We the People National Finals and National Invitational for high school and middle school students in the Washington, D.C. area. With generous support from the Mayor and many community members, HUSD was able to raise enough funds to send these students to Washington, D.C. Trustee Rawdon expressed great pride in the students' participation and extended special appreciation for the educator who made the opportunity possible.

James Aguilar, San Leandro Unified School District (SLUSD) representative, shared that he will be traveling to Washington, DC at the end of the month to participate in CSBA's Coast2Coast Action Day, where he hopes to advocate for Career Technical Education (CTE) and Eden Area ROP. Additionally, he shared that he will be departing the following day on a separate trip with 60 students from San Lorenzo Unified, organized through EF Tours, which he praised as an excellent program.

XIV. Recess to Closed Session

The meeting was called into closed session at 7:13 pm.

- A. Conference with Legal Counsel-Anticipated Litigation
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)**
- B. Conference with Labor Negotiators, (Pursuant to Government Code Section 54957.6)
Eden Area ROP-Designated Representative: Blaine Torpey
Unrepresented Employee(s): All positions**
- C. Public Employee Discipline/Dismissal/Release
Government Code 54957**

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

The meeting resumed to open session at 7:46 pm.

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

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

**B. Conference with Labor Negotiators, (Pursuant to Government Code Section 54957.6)
Eden Area ROP-Designated Representative: Blaine Torpey
Unrepresented Employee(s): All positions**

Board President, James Aguilar, reported that with a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon, the Governing Board approved a 4% salary increase for all employees effective July 1, 2025.

AYES: 3 (Aguilar, Rawdon, Raymond)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Campos)

**C. Public Employee Discipline/Dismissal/Release
Government Code 54957**

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

XVI. Adjournment

The meeting was adjourned at 7:46 pm.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: May 1, 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

The bill warrants submitted for approval are for the period of April 3, 2025 through April 17, 2025 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: May 1, 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

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

CONSENT CALENDAR



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Receipt of the Career Technical Education Incentive Grant (CTEIG) Round 10 Funds

BACKGROUND

The California Department of Education (CDE) awards funding for the Career Technical Education Incentive Grant (CTEIG) program annually to qualifying Local Education Agencies (LEAs). Funds from this grant support the maintenance, improvement, and expansion of Career Technical Education Programs. Eligible LEAs can choose to apply individually or as part of a consortium with a Regional Occupational Program. The four Eden Area ROP partner districts entered an MOU to apply as a consortium when the CTEIG program began.

CURRENT SITUATION

The CDE has awarded the Eden Area ROP \$2,706,313 for the 2024-2025 Round 10 application cycle, with all funds being expended by December 31, 2026. Funding for each partner is based on the Average Daily Attendance (ADA). Funds will be allocated in the following manner:

Castro Valley Unified School District:	\$554,181
Hayward Unified School District:	\$978,950
San Leandro Unified School District:	\$492,171
San Lorenzo Unified School District:	\$519,132
Eden Area ROP:	\$164,879

CONSENT CALENDAR

Grant Award Notification

GRANTEE NAME AND ADDRESS Blaine Torpey, Superintendent Eden Area ROP JPA 26316 Hesperian Boulevard Hayward CA, 94545				CDE GRANT NUMBER					
				FY	PCA	Service Location	Suffix		
				24	25437	40428	00		
Attention Blaine Torpey				INDEX		County Code			
Email btorpey@edenrop.org				0615		01			
Telephone 510-293-2906				STANDARDIZED ACCOUNT CODE STRUCTURE					
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code			
Program Office Program Office				6387		8590			
Name of Grant Program Career Technical Education Incentive Grant									
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
	0	0	\$2,709,313	0	July 1, 2024	December 31, 2026			
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency				
N/A	N/A	N/A			N/A				

I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.

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:

Sarah Ann Chambers at CTEIGSubmissions@cde.ca.gov

California Department of Education Contact Tara Neilson			Job Title Education Programs Consultant	
E-mail Address tneilson@cde.ca.gov			Telephone 916-323-5144	
Authorized by the State Superintendent of Public Instruction or Designee Tony Thurmond			Date March 26, 2025	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>				
Printed Name of Authorized Agent Blaine C. Torpey			Title Superintendent	
E-mail Address btorpey@edenrop.org			Telephone 510-293-2901	
Signature Blaine Torpey			Date 04/04/25	



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2025-2026 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2025-2026 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2025-2026

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Abraham Hill (the "Service Provider") between July 1, 2025 through June 30, 2026

Background:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2025 and will remain in full force and effect until June 30, 2026, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

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

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2025 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

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

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2025-2026 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2025-2026 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2025-2026

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Dr. Cindy Christovale (the "Service Provider") between July 1, 2025 through June 30, 2026

Background:

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

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

Services Provided

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

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2025 and will remain in full force and effect until June 30, 2026, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

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

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2025 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

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

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

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

Inurement

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

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Waiver

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

Additional Provisions

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2025-2026 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2025-2026 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2025-2026

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

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Background:

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 - b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
 - c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

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Compensation

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

Reimbursement of Expenses

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Confidentiality

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

Non-Competition

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

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Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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Currency

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Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: May 1, 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 Abtech Technologies for Information Technology Support Services for the 2025-2026, 2026-2027 and 2027-2028 School Years

BACKGROUND

Abtech Technologies has spent 30 years designing, configuring and supporting IT platforms for organizations of all sizes. They also support organizations in managing technology with their IT support, managed services and disaster recovery services.

Abtech Technologies continues to provide network support for the Eden Area ROP on an hourly basis, as needed, to keep our network operational. Formalizing this partnership on an annual basis will enable the Eden Area ROP to maintain tech services for staff and center programs.

CURRENT SITUATION

The attached is the agreement renewal with Abtech Technologies, effective July 1, 2025 through June 30, 2028.

CONSENT CALENDAR

Where **Technology** **Meets** Business Objectives

Information Technology Support Services

Prepared For:

Anthony Oum, aoum@edenrop.org



By:

Aaron Van Velsir
Abtech Technologies
PHONE: 800.474.7397 x202
avanvelsir@abtechtechnologies.com

APRIL 10, 2025

Schedule A: Services Summary

As part of the Monthly Management Charge (MMC), Eden Area ROP (“Client”) shall be entitled to up to a predesignated number of hours per month to be used for IT support services for their Covered Environment. This service includes remote and on-site, as determined by Abtech, to fulfill IT management and remediation tasks.

I) Definition of Services:

A) Abtech Server Care, NOC, and Help Desk Services

The hourly entitlement can be used for the following services:

1) Abtech Server Maintenance Service (ASC):

ASC Service includes the following:

- 7x24 Monitoring:
 - Physical state of servers, storage devices, network devices
 - Up/down of virtual machines
 - Up/down of Microsoft infrastructure applications (Server, SQL, Active Directory, Exchange)
 - Pass/fail backup
 - Thresholds (disk percentage full, recurring memory issues, recurring errors indicating physical or configuration issues, etc.)
 - Critical services and ports
 - Up/down of connection to internet
 - Workstation hardware failure monitoring (if OS reports the fault) and patching
- Review anti-virus, anti-spam policies if on approved vendor list and Abtech has access to management console
- Patching servers (critical and security-related updates only, others optional as discussed with Client)
- Scheduled business reviews to go over service delivery and make recommendations.

2) NOC Services:

NOC Services include the following:

- Remediating configuration issues with servers, storage, network devices, virtual machines, MS infrastructure applications, connectivity to other devices (print devices, etc.)
- Installs of updates and Microsoft Office applications.
- Troubleshoot internet connectivity and network degradation
- Active Directory administration (add/remove users, security groups, permissions)
- Exchange administration (add/remove mailboxes, archiving, groups, forwarding)
- Restore files if available
- Assist application managers, database administrators, and vendors with infrastructure during their own troubleshooting. Support for specialized business applications (CAD, CRM, accounting, etc.) is limited to troubleshooting underlying infrastructure software (eg. MS operating systems, Exchange, Active Directory, etc). Any further troubleshooting, upgrading, or help desk questions should go the application provider.
- Remediation of the above during normal business hours (M-F 6AM-6PM PST)

3) Abtech Help Desk Services:

Abtech’s Help Desk Service supports users of desktop systems, laptops, or mobile devices. Abtech will provide remediation services, either onsite or remotely, during Abtech business hours. Help Desk Services include:

- Functionality of Microsoft Office applications (Word, Excel, PowerPoint, Outlook)
- Functionality of desktop operating systems (Windows, MacOS)

- Connectivity (server, internet, printers, mobile devices)
- Desktop stability and performance
- Account maintenance (username/password resets, access)
- File/message restore, if possible
- Assist remote workforce

B) One-Time Services

The following “as needed” services will be invoiced separately from the MMC and as required by Client:

- 1) Onboarding Services:
Onboarding services allow Abtech to implement the necessary hardware & software into the Client environment, as well as gather the necessary environment data to be recorded in our Network Operations Center.
- 2) Projects:
Any service that is not detailed in Sections A are considered projects. Project work will be quoted separately with a defined Statement of Work (SOW) and invoiced separately.

C) Recommended Software Subscription Options

Client may subscribe to the following services which will be added as a separate line-item charge to the monthly invoice:

- 1) Anti-Virus Protection:
ESET and SonicWall Capture Client are the preferred Anti-Virus products.
- 2) Anti-Spam Protection:
Proof-Point is the preferred Anti-Spam product.
- 3) Off-Site Backup and Disaster Recovery Services:
An off-site backup and Disaster Recovery plan are recommended to avoid excess downtime and expense due to ransomware, environmental issues, and general failures. Abtech recommends subscribing to StorTrust’s hybrid cloud backup and disaster recovery services.
- 4) Microsoft Subscriptions
Any Microsoft licenses provisioned by Client or by Abtech at Client’s request (eg. Office365, Azure, etc.) will be added to the monthly invoice.
- 5) Other Third-Party Software Subscriptions
Any other third-party software licenses provisioned by Client or by Abtech at Client’s request (eg. DropSuite, AWS, etc.) will be added to the monthly invoice.

Schedule B: Covered Environment¹

Covered Hardware						Quantity (up to)	Support Included in MMC
Servers:	2 x Dell R630 and 1 x Workstation (Domain Controller) Model TBD						
Physical:	3	Virtual:	9	Hypervisor:	VMWare	12	Yes
Desktops / Laptops:		Models TBD				50	Yes
Managed Switches ² :		HP ProCurve 2920 and 1410				10	Yes
Wireless Access Points ¹ :		UniFi				3	Yes
Firewalls ¹ :	Barracuda					1	Yes
SAN/NAS ^{1,2} :		Dell MD3420				1	Yes
UPS ^{1,3} :		APC 3000				2	Yes
Tablets ⁴ :		TBD				0	No
Smart Phones ³ :		TBD				0	No
Other:		N/A					

Covered Software		Version	Support Included in MMC
Server Operating Systems:	Windows	2008R2	Yes
Desktop Operating Systems:	Windows	TBD	Yes
Email:	Outlook/O365	TBD	Yes
Business Productivity Software:	MS Office	TBD	Yes
Antivirus Software:	ESET	TBD	Yes
Backup Software:	TBD	TBD	Yes
3 rd Party Vendor Assistance ⁵ :	Abtech will engage with 3 rd party vendors for support	TBD	Yes

Authorized Helpdesk Contacts	2	Total
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¹ Adding more monitored endpoints or computer users will incur additional incremental fees. See Schedule D for pricing.

² Up/Down monitoring and alerting if device is added to the contract.

³ Up/Down monitoring and alerting if network connected and manageable.

⁴ Company issued assets only.

⁵ Assist Client with communication and issue resolution concerning 3rd party services as it relates to Client's network and server systems. Abtech cannot guarantee resolution of any issue to any level of Client's satisfaction in which Abtech must rely on a 3rd party to resolve.

Schedule C: Pricing

Summary of Monthly Charges

Service	Description	Qty	Price	Extended Price
MMC for Managed IT Services	ASC, NOC, and Help Desk Service, entitled to up to 16 hours/month of service*	1	\$2,000.00	\$2,000.00
Managed Antivirus	Capture Client Antivirus Licenses -Estimated at 150 users	150	\$3.50/user	\$525.00
Estimated Monthly Total:				\$2,525.00

* This MMC is a special rate and is a NON-CANCELLABLE 3 Year Contract, with the MMC for Managed IT Services prepaid in advance for each calendar year. The Managed Antivirus service will be invoiced monthly in arrears based upon actual usage.

- a) Client will be invoiced \$24,000 for 1st annual term on 07/01/2025, then invoiced an additional \$24,000 for the second term on 07/01/2026, and then an additional \$24,000 for the final term on 07/01/2027.
- b) Additional hours beyond entitlement for ASC, NOC, and Help Desk business hours labor will be added to the monthly invoice at the following special discounted rates: \$150/hour, invoiced in 6-minute increments. All other rates (projects, after hours, holiday) are detailed below. Any service subcontracted to an Abtech partner may carry an additional hourly fee.
- c) Adding more monitored endpoints or computer users will incur additional incremental fees. See Schedule D for pricing.

All remediation services as well as any additional support services outside the scope of service as defined in Schedule A, Part I) A will be invoiced at the following rates:

Additional Services Outside of Agreement	Abtech Business Hours	Outside Business Hours	Abtech Holidays*
Helpdesk/NOC - Remote/Telephone:	\$150/hour	\$195/hour	\$300/hour
Minimum:	10-minute increments	1 Hour	1 Hour
Helpdesk/NOC – Onsite:	\$175/hour	\$245/hour	\$300/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel
Hardware Support - Onsite, portal to portal:	\$175/hour	\$245/hour	\$300/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel
Consultant/DBA – Remote/Telephone:	\$250/hour	\$300/hour	\$350/hour
Minimum:	1 Hour	1 Hour	1 Hour
Consultant - Onsite, portal to portal:	\$250/hour	\$300/hour	\$350/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel

*Abtech Observed Holidays schedule for current year available upon request.

Schedule D: Add-on Pricing

Additional endpoints or users beyond the base numbers will incur the following charges:

Device	Base Number	Add-on charges/unit/month (\$)
Locations	1	0
Computer Users	50	95
Physical Servers	3	95
Virtual Servers	9	75
NAS	0	15
SAN	1	75
Computers (Desktop, Laptop)	50	25
Tablets	0	20
Windows Mobile Handhelds	0	20
Firewalls	1	20
Managed Switches	10	20
Unmanaged Switches	0	15
WAPS	3	5
Managed UPS	2	15
Multifunction Printer	1	15
Network Printers	1	10
Non-Network Printers	1	15
Software		
Capture Client Licenses – Endpoint	150	3.50
Proofpoint Advanced Mail Security	0	4.00
Microsoft Office 365 Licenses		Call Abtech for Pricing

Abtech Service Order: Managed IT Services WMS

Client:	Eden Area ROP		
Service Start Date:	7/1/2025	Contract Renewal Date:	6/30/2028
Contract Number:	MS252	Invoiced:	Annual for MMC Monthly, in arrears for Managed Antivirus
		Terms:	Net 30
Contract Period of Maintenance:	6am-6pm PST, Monday-Friday, excluding Abtech Observed Holidays*		
	Primary Location	Additional Locations	
Location(s) and Phone #:	26316 Hesperian Blvd. Hayward, CA 94545 (510)798-4005		
	Primary Contact	Additional Contacts	
Client Contacts:	Anthony Oum		
Contact E-mail:	aoum@edenrop.org		

This Service Order is made between Abtech Technologies, Inc. and any of Abtech's subsidiaries, DBAs, agents, successors, or parent companies ("Abtech") and Client and its affiliates, subsidiaries, DBAs, divisions, branches, departments, agents, successors, or parent companies thereof ("Client").

This Service Order hereby incorporates by reference as if fully set forth herein as a full and binding part of this Service Order, the Abtech Master Service Agreement ("MSA") and Addendum: Abtech Managed IT Services Agreement ("Services Agreement"). A copy of both the MSA and the Services Agreement can be accessed here : <http://www.abtechtechnologies.com/contract-agreements>.

Client shall receive services as detailed in Schedule A on the hardware and software listed in Schedule B ("Services") as consideration for payment detailed in Schedule C.

Upon execution of this Service Order, Service will commence on the Service Start Date (or on the date signed, if not otherwise specified) and will continue until the MSA and Services Agreement is terminated by either party under the termination clauses specific to each individual Addendum. For convenience, the MSA shall survive and remain in force for future transactions unless explicitly terminated.

Notwithstanding the foregoing and as defined in the MSA, either party may terminate this Service Order or any Addendum if the other party: (i) experiences a Change of Control; (ii) experiences a Bankruptcy Event; or (iii) is in material breach of the Agreement and fails to correct the breach or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion within thirty (30) days of written notification.

Client agrees that this Service Order is executed when (a) both parties physically or digitally sign below; (b) both parties electronically sign via a purchasing portal or website an Abtech Service Order; or (c) Abtech accepts a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly reference this Service Order or the Maintenance Agreement and any Addenda. Upon execution, Schedules A, B, and C of this of this Service Order shall also become the same lettered Schedules for the Service Agreement.

Client acknowledges that it has read this Service Order and all other Agreements referenced, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This Service Order may not be modified or altered except by mutual written agreement and signed by both parties.

Agreed to:

Client: Eden Area ROP

Agreed to:

Abtech Technologies, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Subaward Agreement with California State University East Bay for the Downtown Hayward Promise Neighborhoods Program (DHPN) 2023-2027

BACKGROUND

The Hayward Promise Neighborhoods program (HPN) is a cradle-to-career federal grant program aimed at transforming a specific neighborhood. The HPN collaborative has successfully applied for three rounds of this five-year grant program.

The first Promise Neighborhood grant focused on the Jackson Triangle neighborhood, the second on South Hayward and the new Promise Neighborhood grant focuses on Downtown Hayward. The Downtown Hayward Promise Neighborhood Grant started in 2023. The goal is to alleviate intergenerational poverty through collaborative partnerships to ensure cradle-to-career and a safe, healthy, thriving community for all living in Hayward.

CURRENT SITUATION

Hayward Promise Neighborhood (HPN) is designed to address the educational disparities and high dropout and low graduation rates at the focal schools in the Downtown Hayward Footprint. The Eden Area ROP, as a partner in this project, will provide career technical programs, work-based learning activities, assist in dropout prevention for identified students and adult scholarships.

The five-year award totals: \$1,274,205.00

CONSENT CALENDAR

Cost Reimbursement Subaward

Federal Awarding Agency:

Pass-Through Entity (PTE):

Subrecipient:

PTE PI:

Sub PI:

PTE Federal Award No:

Subaward No:

Project Title:

Subaward Budget Period:

Start: End:

Amount Funded This Action (USD): \$

Estimated Period of Performance:

Start: End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Contact, as shown in Attachment 3A, not later than 60 days after The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Contact and the Subrecipient's Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget . Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Contact, and Subrecipient notice shall be directed to the Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

Name:

Date

Title:

Name:

Date

Title:

Attachment 1

Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

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

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform Guidance are incorporated

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

This Subaward Is:

Assistance Listing Program Title (ALPT)

Research & Development

Subject to FFATA

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

Human Subjects Data (Select One)

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

PI Address:

Administrative Address:

Invoice Address:

Attachment 3B

Research Subaward Agreement Subrecipient Contacts

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's UEI/DUNS Name:

EIN No.:

Institution Type:

Currently registered in SAM.gov: Yes No

UEI / DUNS:

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI / DUNS:

This section for U.S. Entities: Zip Code [Look-up](#)

Congressional District: Zip Code+4:

Place of Performance Address

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

Monthly technical/progress reports will be submitted to the PTE's _____ within _____ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's _____.

Annual technical / progress reports will be submitted within _____ days prior to the end of each budget period to the PTE's _____. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's _____ within _____ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's _____ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's _____ within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's _____ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

Below Attached, pages
If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied % Rate Type:	Cost Sharing If Yes, include Amount: \$
------------------------------------------------------------------------------	---------------------------------------------------

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$
Indirect Costs \$
Total Costs \$

All amounts are in United States Dollars

Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

Statement of Work

Eden Area Regional Occupational Program

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

We believe that career technical education (CTE) plays a vital role in uplifting a community. When we address the "why?" in student learning, students are able to make the connection to the purpose of their core content curriculum. Participation in CTE programs and the support for student success within these programs is aligned to the goals of the SHPN. Students who take at least one CTE class in high school are more likely to graduate and complete their post-secondary educational goals. Working collaboratively, we will be able to assist in establishing the cradle to career pipeline for residents of the neighborhood.

Program Commitment: Eden Area ROP will provide:

- Career exploration opportunities for middle school students
- Career technical education training for high school students and adults
- Business engagement activities for students in various career pathways
- Case management and academic support for struggling students

for the benefit of the Downtown Hayward Promise Neighborhood community, as part of this collaborative.

Financial Commitment: Eden Area ROP will contribute a total of \$1,277,577 in matching resources to the DHPN initiative over the next five years.

Eden Area ROP provides career technical education programs in 11 industry sectors primarily to high school students. Through these programs, students identify an area of interest and learn the relevant technical skills needed in order to get a jump start on their post-secondary education or earn state certifications. We are strongly committed to the mission and vision of the South Hayward Promise Neighborhood initiative, and are excited to have a role in fulfilling the initiative's promises to the residents of Downtown Hayward.

Eden Area ROP will work in close collaboration with the Downtown Hayward Promise Neighborhood partners to create a prenatal-through-college-to-career continuum of solutions. These programs, services, and supports will result in children being ready for kindergarten, improve their academic outcomes, and ensure that young people make successful transitions from elementary to middle school, middle to high school, and subsequently to college and career options, while improving community members' civic engagement and life outcomes. Eden Area ROP is committed to participating in the Downtown Hayward Promise Neighborhood initiative in the following ways:

- We will participate in the initiative's collaborative governance, implementation, and ongoing improvement, through participation in

Statement of Work

planning activities and collaborative meetings, as part of the Executive Leadership Group, the Implementation Team and the C2CERN Network.

- We will provide Career Technical Education Services to students in middle school, high school, and adults in the target neighborhood and schools. We anticipate serving 700 high school, and 40 adult students each year as part of this program. All programs will be partially funded through other local, state, and private sources.

Eden Area ROP understands that we will receive a total of \$1,274,219.30 in Promise Neighborhoods grant funds over the five year federal grant period to support the above-detailed services.

Eden Area ROP will provide \$1,277,577 in matching resources to the Downtown Hayward Promise Neighborhoods initiative over the five-year federal grant period.

Eden Area ROP is committed to participating in and contributing to the Downtown Hayward Promise Neighborhood as described above. We are also committed to working with the partnership to sustain the services detailed herein and the overall initiative beyond the grant period and over the long-term.

Eden Area ROP	Total Request	Total Request
	Budget 2023	Match 2023
Personnel		
Work Based Learning Specialist	57,472.27	27,203.81
Director Adult Programs		10,624.25
Superintendent		12,371.15
2 CTE Teachers at Target High		93,600.00
Hourly Personnel		
Business Partner Volunteer time (In kind volunteering)		20,445.00
Subtotal Personnel	57,472.27	164,244.21
Fringe Benefits:		
Fringe/Benefits @ 45%	25,862.52	73,909.89
Subtotal Fringe Benefits:	25,862.52	73,909.89
Total Personnel and Benefits	83,334.79	238,154.10
Travel		
Subtotal Travel	-	-
Supplies		
Subtotal Supplies	-	-
Contractual		
HUSD Case Management/Credit		
Adult Program Scholarships	45,733.48	
Subtotal Contractual	45,733.48	-
Other		
Subtotal Other	-	-
Training Stipends		
Subtotal Training Stipends	-	-
Total Direct Costs (TDC)	129,068.27	238,154.10
Total Indirect Costs (IDC) - 14.94% Fed negotiated rate		48,030.44
14.94%		
Total Request	129,068.27	286,184.54

Note: EAROP commits to providing private/in-kind match of up to \$102,225 by the end of year 5.

Partner Budget: Eden Area ROP

1. Personnel

- Work Based Learning Specialist: Provide WBL opportunities for students in CTE classes
\$100,755 annual salary x 0.570417 FTE covered by the grant request and 0.27 FTE covered by matching funds x 4% annual cost of living increase = Grant Request: \$57,472 in year 1, \$59,771 in year 2, \$62,162 in year 3, \$64,648 in year 4, \$67,234 in year 5. Matching Funds: \$27,204 in year 1, \$28,292 in year 2, \$29,424 in year 3, \$30,601 in year 4, \$31,825 in year 5. 50% of this line item is dedicated to planning in year 1, and 25% in year 2.
- Director Adult Programs: Coordinate/promote scholarship opportunities for adult students at an annual salary of \$212,485 x 0.0 FTE covered by the grant request and 0.05 FTE covered by matching funds x 2% annual cost of living increase = Matching Funds: \$10,624 in year 1, \$11,049 in year 2, \$11,491 in year 3, \$11,951 in year 4, \$12,429 in year 5. 50% of this line item is dedicated to planning in year 1, and 25% in year 2.
- Superintendent: Oversee and promote program, attend Executive Leadership meetings
\$247,423 annual salary x 0.0 FTE covered by the grant request and 0.05 FTE covered by matching funds x 2% annual cost of living increase = Matching Funds: \$12,371 in year 1, \$12,866 in year 2, \$13,381 in year 3, \$13,916 in year 4, \$14,472 in year 5. 50% of this line item is dedicated to planning in year 1, and 25% in year 2.
- 2 CTE Teachers at Target High Schools: Marketing and Entrepreneurship instructors at an annual salary of \$234,000 x 0.0 FTE covered by the grant request and 0.4 FTE covered by matching funds x 2% annual cost of living increase = Matching Funds: \$93,600 in year 1, \$97,344 in year 2, \$101,238 in year 3, \$105,287 in year 4, \$109,499 in year 5.

Downtown Hayward Promise Neighborhood Budget Justification

- Business partner volunteer time: Business partner in kind match calculated at \$40.89-\$35.56/hr plus 15% benefits staff covered by the grant request and 1 staff covered by matching funds x \$40.89/hr x 500 hrs/yr = Matching Funds: \$20,445 in year 1, \$20,445 in year 2, \$20,445 in year 3, \$20,445 in year 4, \$20,445 in year 5.

2. Fringe/Benefits

- Fringe Rate: @ 0.45% = Grant Request: \$25,863 in year 1, \$26,897 in year 2, \$27,973 in year 3, \$29,092 in year 4, \$30,255 in year 5. Matching Funds: \$73,910 in year 1, \$76,498 in year 2, \$79,190 in year 3, \$81,990 in year 4, \$84,901 in year 5. 50% of this line item is dedicated to planning in year 1, and 25% in year 2.

3. Consultants/Contracts

- HUD Case Management/Credit Recovery: Year 1 and half of year 2 funding will come from the SWP grant, which are funds received by HUD and cannot be accounted for as match. \$79.02/hr x \$651 hours in year 1; 1,302 hours in years 3 to 5 = Grant Request: \$0 in year 1, \$75,000 in year 2, \$146,000 in year 3, \$146,000 in year 4, \$146,000 in year 5. 0.0% of this line item is dedicated to planning in year 1, and 25% in year 2.
- Adult Program Scholarships: Grant Request: \$34,000 in year 1, \$40,000 in year 2, \$40,000 in year 3, \$40,000 in year 4, \$40,000 in year 5. 50% of this line item is dedicated to planning in year 1, and 25% in year 2.

4. Indirect Costs

- Indirect Costs: @ 10% = Grant Request: \$11,733 in year 1, \$20,167 in year 2, \$27,613 in year 3, \$27,974 in year 4, \$28,349 in year 5.

- \$115,836.81 moved from Total IDC on the Budget Request to the Match Request.

These funds were re-allocated to 'HUSD Case Management/Credit'(\$104,103.33) and 'Adult Program Scholarships'(\$11,733.48). Also, the IDC rate was increased from 10% to their federally negotiated rate of 14.94%. IDC is calculated as a percentage of total Personnel and Benefits for both budget and match items. This results in additional match of \$258,304.47.

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US Department of Education
Washington, D.C. 20202

S215N220022

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME California State University, East Bay, Foundation Inc. 25800 Carlos Bee Blvd SF 302 Hayward, CA 94542	2	AWARD INFORMATION PR/AWARD NUMBER S215N220022 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Discretionary																			
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Edgar Chavez (510) 885-3994 edgar.chavez@csueastbay.edu EDUCATION PROGRAM CONTACT Karen Ford-Jackson (202) 453-7384 karen.ford-jackson@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 obsed@servicenowservices.com	4	PROJECT TITLE 84.215N Downtown Hayward Promise Neighborhood																			
5	KEY PERSONNEL <table><thead><tr><th>NAME</th><th>TITLE</th><th>LEVEL OF EFFORT</th></tr></thead><tbody><tr><td>Edgar Chavez</td><td>Project Director</td><td>100 %</td></tr></tbody></table>			NAME	TITLE	LEVEL OF EFFORT	Edgar Chavez	Project Director	100 %													
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US Department of Education
Washington, D.C. 20202

S215N220022

GRANT AWARD NOTIFICATION

CFDA/SUBPROGRAM NO: 84.215N

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0203M	2022	2023	ES000000	B	GP1	000	215	4101C	\$6,000,000.00

10

PR/AWARD NUMBER: S215N220022
RECIPIENT NAME: California State University, East Bay, Foundation Inc.
GRANTEE NAME: CALIFORNIA STATE UNIVERSITY, EAST BAY FOUNDATION, INC.
25800 CARLOS BEE BLVD,
HAYWARD, CA 94542 - 3000
PROGRAM INDIRECT COST TYPE: Unrestricted
PROJECT INDIRECT COST RATE:
TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:

- 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
- 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180; NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
- 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM;
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT;
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT;
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION;
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.328 AND 200.329, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY; AND
- 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.



US Department of Education
Washington, D.C. 20202

S215N220022

GRANT AWARD NOTIFICATION

- (2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)
- (3) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (4) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

- (5) This award includes \$1,633,043 in funds for year 2 of the project. These funds may not be drawn down by the grantee until the budget period for those funds starts



**US Department of Education
Washington, D.C. 20202**

S215N220022

GRANT AWARD NOTIFICATION

Signature Not Verified

Digitally signed by Lisa Harrison

Date: Fri Dec 23 11:28:33 EST 2022



AUTHORIZING OFFICIAL

DATE

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

UEI/SSN - The UEI, issued in SAM.gov, is a unique 12 character organization identifier assigned to each recipient for payment purposes. The SSN, issued by the Social Security Administration to individuals, is a nine character identifier for individuals. The Department assigns the SSN as an identifier to individuals who are recipients of Federal financial assistance for payment purposes.

***REGULATIONS -** Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS -** Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER -** The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME -** The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE -** The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE -** The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL -** The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF THE CHIEF FINANCIAL OFFICER
& CHIEF INFORMATION OFFICER

Edgar Chavez
California State University, East Bay, Foundation Inc.
25800 Carlos Bee Blvd
SF 302

Hayward, CA 94542

SUBJECT: Payee Verification for Grant Award S215N220022

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee UEI/SSN: GEXJV1ZLVDM8
Grantee Name: CALIFORNIA STATE UNIVERSITY, EAST BAY FOUNDATION, INC.

Payee UEI/SSN: GEXJV1ZLVDM8
Payee Name: CALIFORNIA STATE UNIVERSITY, EAST BAY FOUNDATION, INC.

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education
550 12th Street, SW
Room 6087
Washington, DC 20202

Attn: Stephanie Barnes
Phone: 202-245-8006

SPECIFIC GRANT TERMS AND CONDITIONS FOR FINANCIAL AND PERFORMANCE REPORTS

PERFORMANCE REPORTS:

(1) FINAL REPORTS - ALL RECIPIENTS are required to submit a final performance report within 120 days after the expiration or termination of grant support in accordance with submission instructions provided in box 10 of the Grant Award Notification (GAN), or through another notification provided by the Department of Education (Department) ([2 CFR § 200.329\(c\)](#)).

(2) ANNUAL, QUARTERLY, or SEMIANNUAL REPORTS - ALL RECIPIENTS of a multi-year discretionary award must submit an annual Grant Performance Report ([34 CFR § 75.118](#)). The annual performance report shall provide the most current performance and financial expenditure information that is sufficient to meet the reporting requirements of 2 CFR §§ [200.328](#), [200.329](#), and [34 CFR § 75.720](#).

Your education program contact will provide you with information about your performance report submissions, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification provided by the Department. The grant term or condition in box 10 on the GAN or another notification may reflect any of the following:

1. That a performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. It will either identify the date the performance report is due or state that the Department will provide additional information about this report, including due date, at a later time.
2. That an interim performance report is required because of the nature of the award or because of statutory or regulatory provisions governing the program under which this award is made, and that the report is due more frequently than annually as indicated, e.g., due quarterly and submitted within 30 days after the end of each quarter, or due semiannually and submitted within 30 days after the end of each 6-month period ([2 CFR § 200.329\(c\)\(1\)](#)).
3. That other reports are required, e.g., program specific reports required in a program's statute or regulation.

(3) FINANCIAL REPORTS – SOME RECIPIENTS:

If a financial report is required, your education program contact will provide you with information about your financial report submission, including the due date, as a grant term or condition in box 10 on the GAN, or through another notification.

A [Standard Form \(SF\) 425 Federal Financial Report \(FFR\)](#) is required if:

1. A grant involves cost sharing, and the ED 524B, which collects cost sharing information, is not submitted or a program-specific report approved by U.S. Office of Management and Budget (OMB) does not collect cost sharing information;
2. Program income was earned;

3. Indirect cost information is to be reported and the ED 524B was not used or a program-specific report approved by OMB does not collect indirect cost information;
4. Program regulations or statute require the submission of the FFR; or
5. Specific Award Conditions, or specific grant or subgrant conditions for designation of "high risk," were imposed in accordance with 2 C.F.R. part [200.208](#) and part [3474.10](#) and required the submission of the FFR.

If the FFR is required, the notification may indicate one of the following (see the form and its instructions at [Standard Form \(SF\) 425 Federal Financial Report \(FFR\)](#)):

1. Quarterly - FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 30 days after each reporting period.
2. Semi-annual - FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 30 days after each reporting period.
3. Annual - FFRs are required for reporting period ending 09/30, and is due within 30 days after the reporting period.
4. Final - In coordination with the submission of final performance reports, FFRs are due within 120 days after the project or grant period end date (2 CFR [200.328](#)).

When completing an FFR for submission, the following must be noted:

1. *Multiple Grant Reporting Using SF 425A Prohibited:* While the FFR is a governmentwide form that is designed for single grant and multiple grant award reporting, the Department's policy is that multiple grant award reporting is not permitted for Department grants. Thus, a Department grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. Do not use the FFR attachment (Standard Form 425A), which is available for reporting multiple grants, for reporting on Department grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to Department grantees. With regards to item 1 of the note found in the FFR Instructions, a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the FFR are not applicable to Department grants.
2. *Program Income:* Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 2 CFR Part [200.307](#). A grantee is permitted, in accordance with 2 CFR Part [200.307](#), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
3. *Indirect Costs:* A grantee will complete item 11(a) by listing the indirect cost rate type identified on its indirect cost rate agreement, as approved by its cognizant agency for indirect costs.

A Department grantee that does not have an indirect cost rate agreement approved by its cognizant agency for indirect costs, and that is using the Department approved (beyond the 90-day temporary period) temporary indirect cost rate of 10% of budgeted direct salaries and wages, or the de minimis rate of 10% of modified total direct cost (MTDC) must list its indirect cost rate in 11(a) as a Department Temporary Rate or De Minimis Rate. The de minimis rate of 10% of MTDC consists of:

All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first \$25,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items, including contract costs in excess of \$25,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (see definition of MTDC at [2 CFR § 200.1](#)).

A training program grantee whose recovery of indirect cost limits indirect cost recovery to 8% of MTDC or the grantees negotiated indirect cost rate, whichever is less in accordance with EDGAR § [75.562 \(c\)](#), must list its rate in 11(a) as a Department Training Grant Rate. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States¹ as defined in [2 CFR § 200.1](#)

A restricted program grantee must list its rate as a Restricted Indirect Cost Rate in 11(a). A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR [75.563](#) and [76.564 – 76.569](#), is not less than 8% MTDC. A State or local government² that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated. If a restricted program grantee elects to utilize the temporary rate, it must list its rate as a Department Temporary Rate in 11(a).

Grantees with indirect cost rates prescribed in program statute or regulation must list their rate as a Rate Required in Program Statute or Regulation in 11(a). Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery.

For detailed information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates see GAN ATTACHMENT 4.

4. *Supplemental Pages:* If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: the PR/Award Number

¹ Note that a State-funded institution of higher education is not considered a “State government” for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.

² Note that a State-funded institution of higher education is not considered a “State government” for these purposes.

also known as the Federal Identifying Number or FAIN, recipient organization, Unique Entity Identifier, Employer Identification Number (EIN), and period covered by the report.

AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES, LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS

This GAN ATTACHMENT is **not** applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)¹, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report ([2 CFR § 200.334](#))
4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

¹ As defined under the Higher Education Act of 1965, as amended (HEA) section 101.

<https://facides.census.gov/Account/Login.aspx>.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at oignon-federalaudit@ed.gov. Additional resources for single audits are also available on the Non-Federal Audit Team's website at <https://www2.ed.gov/about/offices/list/oig/nonfed/index.html>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at www.omb.gov. Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SF-SAC: Data Collection Form can be found at the Federal Audit Clearinghouse at: <https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at www.aicpa.org.

REQUEST FOR APPROVAL OF PROGRAM INCOME

In projects that generate program income, the recipient calculates the amount of program income according to the guidance given in 2 CFR Part 200.307.

***** IF YOU RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY AND YOU ARE SUBJECT TO ANY OF THE RESTRICTIONS IDENTIFIED BELOW, THE RESTRICTION(S) WILL APPEAR IN BOX 10 ON YOUR GRANT AWARD NOTIFICATION AS A GRANT TERM OR CONDITION OF THE AWARD. *****

Unless checked below as NOT ALLOWED, the recipient may exercise any of the options or combination of options, as provided in 2 CFR Part 200.307, for using program income generated in the course of the recipient's authorized project activities:

_____ Not Allowed Adding program income to funds committed to the project by the Secretary and recipient and using it to further eligible project or program objectives;

_____ Not Allowed Using program income to finance the non-Federal share of the project or program; and

_____ Not Allowed Deducting program income from the total allowable cost to determine the net allowable costs.

TRAFFICKING IN PERSONS

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR [175](#) and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR [175.15\(b\)](#) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

**FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT
REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

Subaward, Subrecipient, Recipient, Total Compensation, Executives, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with [2 CFR Part 170—Reporting Subaward And Executive Compensation Information](#).

1. Reporting of First-tier Subawards -

a. Applicability and what to report.

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at [FSRS](#).

b. Where and when to report.

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to [FSRS](#).

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

2. Reporting Total Compensation of the Department's Grant Recipients' Executives -

a. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i The total Federal funding authorized to date under this Federal award **equals or exceeds \$30,000;**
- ii In the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and,**
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

b. *Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

- i. As part of your registration profile at [SAM.gov](#).
- ii. By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives –

a. *Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. In the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)
- b. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In [FSRS](#). You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the [SAM.gov](#). Subrecipient executive compensation entered in [SAM.gov](#) by the subrecipient will pre-populate in [FSRS](#), so you do not have to report when subrecipients enter this information in [SAM.gov](#). Subrecipient executive compensation not entered in [SAM.gov](#) by the subrecipient is reported in [FSRS](#) by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient's executive compensation must be reported by no later than December 31, 2020.

4. Exemptions –

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

5. Definitions -

- a. For purposes of this award term:
 - i. Federal *Agency* means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).
 - ii. Non-Federal *Entity* means all of the following, as defined in [2 CFR part 25](#):

A Governmental organization, which is a State, local government, or Indian tribe;

- A foreign public entity;
 - A domestic or foreign nonprofit organization; and,
 - A domestic or foreign for-profit organization
- iii. *Executive* means officers, managing partners, or any other employees in management positions.
 - iv. *Obligation*, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.
 - v. *Subaward*:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see [2 CFR 200.331](#)). For example, the following are not considered subawards:

Cleaning Vendors: Vendors that are hired by a grantee to clean its facility.

Payroll Services Vendors: Vendors that carryout payroll functions for the grantee.

Information Technology Vendors: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- v. *Subrecipient* means a non-Federal entity or Federal agency that:

Receives a subaward from you (the recipient) under this award; and

Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

- vii. *Recipient* means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.
- viii. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**SPECIFIC CONDITIONS FOR DISCLOSING
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 116-260, Consolidated Appropriations Act, 2021.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI) and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered [TINs according to the IRS](#).

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to www.sam.gov. Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

2. Requirement for Unique Entity Identifier (UEI) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

3. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities.
3. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. See 2 CFR 200.92.

5. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. See 2 CFR 200.93.

**ATTACHMENT B
SPECIAL GRANT TERMS AND CONDITIONS FOR
FINANCIAL AND PERFORMANCE REPORTS**

PERFORMANCE REPORTS:

ALL RECIPIENTS are required to submit a final performance report within 90 days after the expiration or termination of grant support.

ALL RECIPIENTS of a multi-year discretionary award must submit an annual Grant Performance Report. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

***** IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR PERFORMANCE REPORT SUBMISSIONS, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. *****

Refer to the item(s) checked below for other reporting requirements that may apply to this grant:

_____ 1. A performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

_____ The continuation report is due on _____.

_____ The Department will provide recipients with additional information about this report, including due date, at a later time.

_____ 2. An interim performance report is required because of the nature of this award or because of statutory or regulatory provisions governing the program under which this award is made. The report is due more frequently than annually as indicated:

_____ Quarterly Submit within 30 days after the end of each quarter.

_____ Semiannually Submit within 30 days after the end of each 6-month period.

_____ 3. Other Required Reports:

***** IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. IF A FINANCIAL REPORT IS REQUIRED, YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR FINANCIAL REPORT SUBMISSION, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. *****

FINANCIAL REPORTS:

Unless an item down below is checked, a Standard Form 425 Federal Financial Report (FFR) is not required for this grant. The Department will rely on the drawdown of funds by grant award and record such drawdowns as expenditures by grantees. (34 CFR 75.720)

_____ Quarterly FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 45 days after each reporting period.

_____Semi-annual FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 45 days after each reporting period.

_____An annual FFR is required for reporting period ending 09/30, and is due within 45 days after the reporting period.

_____A final FFR is due within 90 days after the project or grant period end date.

A quarterly, semi-annual, annual, and/or final FFR as noted hereinabove is due for this grant because:

_____ (34 CFR 74.14 or 80.12) Special Award Conditions or Special grant or subgrant conditions for "high-risk" grantees:

_____ Statutory Requirement or Other Special Condition

When completing an FFR for submission in accordance with the above referenced selection, the following must be noted:

1. While the FFR is a government wide form that is designed for single grant and multiple grant award reporting, the U.S. Department of Education's (EDs) policy is that multiple grant award reporting is not permitted for ED grants. Thus, an ED grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. The FFR attachment (Standard Form 425A), which is available for reporting multiple grants, is not to be used for ED grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to ED grantees. With regards to item 1 of the note found in the Federal Financial Report Instructions, it is EDs policy that a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the Federal Financial Report are not applicable to ED grants.
2. Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h). A grantee is permitted, in accordance with 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
3. A grantee will complete item 11(a) by listing the rate type identified in its indirect cost rate agreement, as approved by its cognizant agency. An ED grantee that does not have an indirect cost rate agreement approved by its cognizant agency, and that is using the ED approved temporary rate of 10% of budgeted direct salaries and wages, must list its rate in 11(a) as an ED Temporary Rate. A training program grantee whose recovery of indirect cost is limited to 8% of a modified total direct cost base in accordance with EDGAR § 75.562 (c), must list its rate as an ED Training Grant Rate. A restricted rate program grantee (such as one with a supplement-not-supplant grant provision) that has not negotiated an indirect cost agreement with its cognizant agency and that has limited the recovery of indirect costs in accordance with 34 CFR 75.563 and 76.564 (c), must list its rate as an ED Restricted Rate.
4. Quarterly, semi-annual, and annual interim reports shall be due within 45 days after the end of the reporting period. Although the Office of Management and Budget (OMB) published in its December 7, 2007 Federal Register Notice (72 FR 69236) that interim reports are due within 45 days of the interim reporting end dates instead of within 30 days as originally identified, OMB has not revised the FFR instructions to reflect this change. Grantees are, nevertheless, permitted to exercise the 45 day period as published by OMB

within the Federal Register. Final reports shall be due no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by the program office upon request by the grantee.

5. If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal Grant or other identifying number, recipient organization, Data Universal Number System (DUNS) number, Employer Identification Number (EIN), and period covered by the report.

One original and one copy of all reports should be mailed to:

U.S. Department of Education
Executive Director
Office of Elementary and Secondary Education
400 Maryland Avenue, SW, FB6, Room 3W342
Washington, DC 20202-6100

12/2012

KEY FINANCIAL MANAGEMENT REQUIREMENTS FOR DISCRETIONARY GRANTS AWARDED BY THE DEPARTMENT OF EDUCATION

The Department expects grantees to administer Department grants in accordance with generally accepted business practices, exercising prudent judgment so as to maintain proper stewardship of taxpayer dollars. This includes using fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. In addition, grantees may use grant funds only for obligations incurred during the funding period.

Title 2 of the Code of Federal Regulations Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," establishes requirements for Federal awards made to non-Federal entities. The Education Department General Administrative Regulations in 34 CFR (EDGAR) 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99 contain additional requirements for administering discretionary grants made by this Department. The most recent version of these regulations may be accessed at the following URLs:

[The Education Department General Administrative Regulations \(EDGAR\)](#)

[2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

The information on page 2, "Selected Topics in Administering Department Discretionary Grants," highlights major administrative requirements of 2 CFR Part 200. In addition, a few of the topics discuss requirements that the Department imposes on its discretionary grantees under EDGAR, Part 75 (Direct Grants). The specific sections of 2 CFR Part 200 and of EDGAR that address the topics discussed are shown in parentheses. The Department urges grantees to read the full text of these and other topics in EDGAR and in 2 CFR Part 200.

Grantees are reminded that a particular grant might be subject to additional requirements of the authorizing statute for the program that awarded the grant and/or any regulations issued by the program office. Grantees should become familiar with those requirements as well, because program-specific requirements might differ from those in 2 CFR Part 200 and in EDGAR.

The Department recommends that the project director and the fiscal management staff of a grantee organization communicate frequently with each other about the grant budget. Doing so will help to assure that you use Federal funds only for those expenditures associated with activities that conform to the goals and objectives approved for the project.

Grantees may direct any questions regarding the topics discussed on page 2, "Selected Topics in Administering Department Discretionary Grants," or about any other aspect of administering your grant award to the Department program staff person named in Block 3 of the Grant Award Notification.

SELECTED TOPICS IN ADMINISTERING DEPARTMENT DISCRETIONARY GRANTS

I. Financial Management Systems (2 CFR Part 200.302)

In general, grantees are required to have financial management systems that:

- * provide for accurate, current, and complete disclosure of results regarding the use of funds under grant projects;
- * provide adequate source documentation for Federal and non-Federal funds used under grant projects;
- * contain procedures to determine the allowability, allocability, and reasonableness of obligations and expenditures made by the grantee; and
- * enable the grantee to maintain effective internal control and fund accountability procedures, e.g., requiring separation of functions so that the person who makes obligations for the grantee is not the same person who signs the checks to disburse the funds for those obligations.

State systems must account for funds in accordance with State laws and procedures that apply to the expenditure of and the accounting for a State's own funds. A State's procedures, as well as those of its subrecipients and cost-type contractors, must be sufficient to permit the preparation of reports that may be required under the award as well as provide the tracing of expenditures to a level adequate to establish that award funds have not been used in violation of any applicable statutory restrictions or prohibitions.

II. Federal Payment (2 CFR Part 200.305)

Under this part --

- * the Department pays grantees in advance of their expenditures if the grantee demonstrates a willingness and ability to minimize the time between the transfer of funds to the grantee and the disbursement of the funds by the grantee;
- * grantees repay to the Federal government interest earned on advances; and
- * grantees, generally, must maintain advance payments of Federal awards in interest bearing accounts.

In general, grantees should make payment requests frequently, only for small amounts sufficient to meet the cash needs of the immediate future.

The Department has recently encountered situations where grantees failed to request funds until long after the grantee actually expended its own funds for the costs of its grant. Grantees need to be aware that, by law, Federal funds are available for grantees to draw down for only a limited period of time, after which the funds revert to the U.S. Treasury. In some cases grantees have requested funds too late for the Department to be able to pay the grantees for legitimate costs incurred during their project periods.

The Department urges financial managers to regularly monitor requests for payment under their grants to assure that Federal funds are drawn from the Department G5 Payment System at the time those funds are needed for payments to vendors and employees.

III. Personnel (EDGAR §§ 75.511-75.519 and 2 CFR Part 200 Subpart D and E)

The rules governing personnel costs are located in EDGAR Part 75 and 2 CFR Part 200 Subparts D and E. Part 75 covers issues such as paying consultants with grant funds, prohibiting dual compensation of staff, and waiving the requirement for a full-time project director. The rules clarifying changes in key project staff are located in 2 CFR Part 200.308 (c)(2). General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart D and E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

IV. Cost Principles (2 CFR Part 200 Subpart E)

All costs incurred under any grant are subject to the cost principles found in 2 CFR Part 200 Subpart E. The cost principles provide lists of selected items of allowable and unallowable costs, and must be used in determining the allowable costs of work performed under the grant.

V. Procurement Standards (2 CFR Part 200.317-327)

Under 2 CFR Part 200.317, States are required to follow the procurement rules the States have established for purchases funded by non-Federal sources. When procuring goods and services for a grant's purposes, all other grantees may follow their own procurement procedures, but only to the extent that those procedures meet the minimum requirements for procurement specified in the regulations. These requirements include written competition procedures and codes of conduct for grantee staff, as well as requirements for cost and price analysis, record-keeping and contractor compliance with certain Federal laws and regulations. These regulations also require grantees to include certain conditions in contracts and subcontracts, as mandated by the regulations and statutes.

VI. Indirect Costs (EDGAR §§75.560-564 and 2 CFR Part 200.414)

In addition to the information presented below, see GAN ATTACHMENT 4 for additional information including restrictions related to temporary, de minimis, training, restricted, and program prescribed indirect cost rates.

A. Unrestricted Indirect Cost Rate

To utilize an unrestricted indirect cost rate, a grantee must have an indirect cost agreement with its cognizant agency, submit an indirect cost rate proposal to its cognizant agency for indirect

costs (cognizant agency) within 90 days after the award of this grant or elect to utilize the de minimis rate under 2 CFR § 200.414(f) or the temporary indirect cost rate (subject to limitations described below).

The grantee must provide proof of its negotiated indirect cost rate agreement to the Department as soon as it has signed such an agreement with its cognizant agency.

B. Temporary Indirect Cost Rate

A grantee that does not have a current negotiated indirect cost rate agreement may recover indirect costs at a temporary rate, which is limited to 10% of budgeted direct salaries and wages (See 34 CFR § 75.560(c)); or it may choose not to charge indirect costs to the grant. The temporary rate can only be used for 90 days unless the exceptional circumstances apply under 34 CFR § 75.560(d)(2).

If the grantee has not submitted its indirect cost proposal to its cognizant agency within the 90-day period, it may no longer recover indirect costs utilizing the temporary indirect cost rate until it has negotiated an indirect cost rate agreement with its cognizant agency. Once a grantee obtains a federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

C. De minimis Indirect Cost Rate

Institutions of Higher Education (IHEs), federally-recognized Indian Tribes, State and Local Governments¹ receiving less than \$35 million in direct federal funding, and nonprofit organizations, if they do not have a current negotiated (including provisional) rate, and are not subject to the Department's training rate or restricted rate (supplement-not-supplant provisions) may elect to charge a de minimis indirect cost rate of 10% of modified total direct costs (MTDC). This rate may be used indefinitely.

MTDC consists of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and contracts up to the first \$25,000 of each subaward (i.e., subgrant). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items, including contract costs in excess of \$25,000, may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs (see definition of MTDC at 2 CFR § 200.1).

Additionally, the de minimis rate may not be used by grantees that are subject to the Department's training indirect cost rate (34 CFR § 75.562) or restricted indirect cost rate. The de minimis rate may be used indefinitely. However, if a grantee chooses to use the de minimis rate to recover indirect costs, it must do so for all of its Federal awards until such time as the grantee negotiates an indirect cost rate with its cognizant agency. Once a grantee obtains a federally recognized indirect cost rate that is applicable to this grant, the grantee may use that indirect cost rate to claim indirect cost reimbursement.

¹ Note that a State-funded institution of higher education is not considered a "State government" for these purposes.

D. Programs with a Supplement-not-supplant requirement (restricted indirect cost rate)

A restricted program (i.e., programs with statutory supplement-not-supplant requirements) grantee must utilize a restricted indirect cost rate negotiated with its cognizant agency for indirect costs, or may elect to utilize a restricted indirect cost rate of 8% MTDC if their negotiated restricted indirect cost rate calculated under 34 CFR 75.563 and 76.564 – 76.569, is not less than 8% MTDC. A State or local government² that is a restricted program grantee may not elect to utilize the 8% MTDC rate. Additionally, restricted program grantees may not utilize the de minimis rate, but may utilize the temporary rate until a restricted indirect cost rate is negotiated.

E. Training Grant Indirect Cost Rate

If the grantee is a training grant recipient and is not a State, local, or Tribal government³, the grantee must negotiate a rate under 34 CFR 75.562. This provision limits indirect cost recovery to 8% of modified total direct costs or the grantees negotiated indirect cost rate, whichever is less.

The recovery using the training grant indirect cost rate is subject to the following limitations:

- i. The lesser of the 8% indirect cost rate or negotiated indirect cost rate also applies to sub-awards that fund training.
- ii. The 8% limit does not apply to agencies of Indian tribal governments, local governments, and States as defined in 2 CFR § 200.1, respectively.
- iii. Indirect costs in excess of the 8% limit may not be charged directly, used to satisfy matching or cost-sharing requirements, or charged to another Federal award.
- iv. A grantee using the training rate of 8% is required to have documentation available for audit that shows that its negotiated indirect cost rate is at least 8%.

F. Program-Specific Indirect Cost Rate

Grantees are required to follow program-specific statutory or regulatory requirements that mandate either indirect cost rate type or maximum administrative costs recovery instead of the general requirements described here.

VII. Audit Requirements (2 CFR Part 200 Subpart F)

2 CFR 200 Subpart F requires that grantees that are non-Federal entities (a State, local government, Indian tribe, IHE, or nonprofit organization that carries out a Federal award as a recipient or subrecipient) obtain a non-Federal audit of their expenditures under their Federal grants if the grantee expends more than \$750,000 in Federal funds in one fiscal year. 2 CFR Part 200 Subpart F contains the requirements imposed on grantees for

² Note that a State-funded institution of higher education is not considered a “State government” for these purposes.

³ Note that a State-funded institution of higher education is not considered a “State government” for these purposes; and a Tribal college or university funded by a federally-recognized Tribe is not considered a Tribe for these purposes.

audits done in connection with the law.

The Department recommends hiring auditors who have specific experience in auditing Federal awards under the regulations and the Compliance Supplement.

VIII. Other Considerations

Some other topics of financial management covered in 2 CFR Part 200 that might affect particular grants include program income (2 CFR Part 200.307), cost sharing or matching (2 CFR Part 200.306), property management requirements for equipment and other capital expenditures (2 CFR Parts 200.313, 200.439).

MEMORANDUM TO ED DISCRETIONARY GRANTEES

You are receiving this memorandum to remind you of Federal requirements, found in 2 CFR Part [200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements*, regarding cash drawdowns under your grant account.

For any cash that you draw from your Department of Education (*the Department*) grant account, you must:

- draw down only as much cash as is necessary to meet the immediate needs of the grant project;
- keep to the minimum the time between drawing down the funds and paying them out for grant activities; and
- return to the Government the interest earned on grant funds deposited in interest-bearing bank accounts except for a small amount of interest earned each year that your entity is allowed to keep to reimburse itself for administrative expenses).

In order to meet these requirements, you are urged to:

- take into account the need to coordinate the timing of drawdowns with prior internal clearances (e.g., by boards, directors, or other officials) when projecting immediate cash needs so that funds drawn down from ED do not stay in a bank account for extended periods of time while waiting for approval;
- monitor the fiscal activity (drawdowns and payments) under your grant on a continuous basis;
- plan carefully for cash flow in your grant project during the budget period and review project cash requirements before each drawdown; and
- pay out grant funds for project activities as soon as it is practical to do so after receiving cash from the Department.

Keep in mind that the Department monitors cash drawdown activity for all grants. Department staff will contact grantees who appear to have drawn down excessive amounts of cash under one or more grants during the fiscal quarter to discuss the particular situation. For the purposes of drawdown monitoring, the Department will contact grantees who have drawn down 50% or more of the grant in the first quarter, 80% or more in the second quarter, and/or 100% of the cash in the third quarter of the budget period. However, even amounts less than these thresholds could still represent excessive drawdowns for your particular grant activities in any particular quarter. Grantees determined to have drawn down excessive cash will be required to return the excess funds to the Department, along with any associated earned interest, until such time as the money is legitimately needed to pay for grant activities. If you need assistance with returning funds and interest, please contact the Department's G5 Hotline by calling 1-888-336-8930.

Grantees that do not follow Federal cash management requirements and/or consistently appear on the Department's reports of excessive drawdowns could be:

- subjected to specific award conditions or designated as a "high-risk" grantee [2 CFR Part [200.208](#) and 2 CFR [3474.10](#)], which could mean being placed on a "cash-reimbursement" payment method (i.e., a grantee would experience the inconvenience of having to pay for grant activities with its own money and waiting to be reimbursed by the Department afterwards);

- subject to further corrective action;
- denied selection for funding on future ED grant applications [EDGAR [75.217\(d\)\(3\)\(ii\)](#)]; and/or
- debarred or suspended from receiving future Federal awards from any executive agency of the Federal government.

You are urged to read 2 CFR Part 200.[305](#) to learn more about Federal requirements related to grant payments and to determine how to apply these requirements to any subgrantees. You are urged to make copies of this memorandum and share it with all affected individuals within your organization.

THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the [Payment Integrity Information Act \(PIIA\) of 2019](#).

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,¹ as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
2. Payments to States under programs that are not covered by a TSA; and
3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

¹ The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

Fund transfer requirements for grantees other than State governments and subgrantees

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:
 - PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1).
 - PMS document number.
 - The reason for the return (e.g., interest, part interest part other, etc.).
 - An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.
- a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

domestically. For international ACH interest returned, account information is available at: Returning Funds/Interest.

- PSC ACH Routing Number is: 051036706
 - PSC DFI Accounting Number: 303000
 - Bank Name: Credit Gateway - ACH Receiver
 - Location: St. Paul, MN
- b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:
- Fedwire Routing Number: 021030004
 - Agency Location Code (ALC): 75010501
 - Bank Name: Federal Reserve Bank
 - Treas NYC/Funds Transfer Division
 - Location: New York, NY
2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.
- a. Interests returned by check are to be mailed (USPS only) to:
- HHS Program Support Center
PO Box 979132
St. Louis, MO 63197
- A brief statement explaining the nature of the return must be included.
- b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:
- An explanation stating that the refund is for interest
 - The name of the awarding agency
 - The grant number(s) for which the interest was earned
 - The return should be made payable to: Department of Health and Human Services.
3. For detailed information about how to return interest, visit the PSC Returning Funds/Interest page at: [Returning Funds/Interest](#)

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

Q What are the Federal Laws and Regulations Regarding Payments to the States?

A The *Cash Management Improvement Act of 1990 (CMIA)* establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205_main_02.tpl. Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

Q What is a Treasury-State Agreement (TSA)?

A A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?

A Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?

A If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program. Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

Q What if there is no TSA?

- A** When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.
- Q Who is responsible for Cash Management?**
- A** Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.
- Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?**
- A** Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.
- Q How soon may I draw down funds from the G5 grants management system?**
- A** Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:
- By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)**
- Q How may I use Federal funds?**
- A** Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.
- Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?**
- A** If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

Q Who is responsible for determining the amount of interest owed to the Federal government?

A As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

Q What information should accompany my interest payment?

A In accordance with 2 CFR 200.305(b)(9), interest in excess of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?

A The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?

A A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?

A Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.



DATE: May 1, 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 Del Conte's Landscaping, Inc. for Landscaping Services for the 2025-2026 and 2026-2027 School Years

BACKGROUND

Each year, the Eden Area ROP contracts with Del Conte's Landscaping, Inc. to provide landscaping services.

CURRENT SITUATION

The attached is the agreement renewal with Del Conte's Landscaping, Inc., effective for two fiscal years, that is July 1, 2025 through June 30, 2027.

CONSENT CALENDAR



LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR

Eden Area ROP

("Client")

This is an agreement for landscape maintenance services ("Agreement") between the above-named Client and Del Conte's Landscaping, Inc. with principal place of business at 41900 Boscell Road, Fremont, California 94538, CSLB: 672485 ("Contractor").

SUBJECT PROPERTY

Eden Area ROP
26316 Hesperian Blvd., Hayward, CA 94545

("JOB SITE")

Eden Area ROP
Attn: Anthony Oum
26316 Hesperian Blvd., Hayward, CA 94545

("Management Office")



A. SCOPE OF SERVICES

1. Lawn Care

- i. **Mowing Frequency:** Lawns will be mowed at the following frequency:
 - 1. April 1 – October 31: Lawns will be mowed weekly to ensure uniform height and a neat appearance.
 - 2. November 1 – March 31: Lawns will be mowed as reasonably needed to ensure uniform height and neat appearance
- ii. **Mowing Process:** Contractor uses a mulching lawn-mowing process, eliminating the need to remove grass clippings, while enhancing lawn health and improving water retention. Mowing shall not remove more than one and one-half inches (1½”) of the above ground grass.
- iii. **Trimming and Edging:** Turf shall be trimmed next to walks, header-boards, around plants, around drains, utility boxes, tree wells, and adjacent to fences and buildings on a regular basis to ensure containment and a neat appearance.
- iv. **Weed Control:** A weed removal and control program, which will ultimately lead to control of crabgrass and broad-leaved herbaceous weeds, shall be employed with the use of proper water management, and select herbicides.
- v. **Fertilization:** Fertilization will be scheduled on a regular basis as necessary to keep the lawn in a healthy, green, and vigorous condition. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Any and all soil tests performed by Contractor shall be charged to Client.

2. Shrubbery and Groundcover

- i. **Routine Pruning:** A regular pruning routine will be followed for all “Formal” trimmed shrubs or hedges. “Informal” shrubs or hedges will be trimmed as needed to maintain neat appearance, balanced growth habit and to prevent encroachment on walks, driveways, buildings, and windows. “Formal” and “Informal” hedges are defined per industry standard in the State of California.
- ii. **Shrub Wells:** Contractor will trim around shrubs and perennials as needed to prevent over-run by ground cover. Shrubs shall be kept free of vines at all times.
- iii. **Routine Edging:** Edging of groundcover will be as needed to prevent encroachment on lawn areas, pavement areas, and buildings. Generally, groundcover and plant material will be trimmed 6”-10” inside containment to allow space for fresh growth.



- iv. **Weed Control:** Shrub beds will be maintained reasonably weed-free, using appropriate chemicals and manual weeding on a weekly basis. Chemicals will be in compliance with DPR Regulations for the State of California.
- v. **Fertilization:** Fertilization will take place on a regular basis during the growing season, recognizing the variable growing needs of differing plant material soil temperature. Schedule of program to be adjusted seasonally. Fertilization application shall be coordinated with operation of the automatic irrigation system to assure watering the day of application. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.

3. Trees

- i. **Routine Pruning:** Contractor will prune trees regularly to remove sucker growth, and as needed to maintain clearance from structures. Trees will be raised to eight-feet for pedestrian clearance and twelve-feet for vehicle clearance. Trees shall be kept free of vines at all times.
- ii. **Tree Stakes:** For trees less than twelve feet in height, stakes, ties and guides will receive periodic checks and adjustments to ensure they are functioning properly, and/or removed when they are no longer required to support any individual tree. Damaged or broken stakes and ties will be replaced (as necessary) and billed as an extra.
- iii. **Pest Control:** Contractor may monitor the general well-being, such as insect/disease infestation, vehicle damage and general condition of these trees and advise when service or treatment is recommended.
- iv. **Fertilization.** Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.
- v. **Tree Exceptions:** Structural pruning, crown thinning or reduction of trees shall not be part of this Agreement.

4. General Care

- i. Contractor will maintain a weed-controlled environment through cultivation, spraying, pulling, etc. of all landscape common areas on site, including parking area perimeters and paving joints. Contractor will spray all plant material (excluding trees above 12 feet in total height or 6 inches in diameter) as needed with fungicides, insecticides and other appropriate



solutions to control diseases and pests (anything detrimental to the general health) of the landscape plant material, excluding vertebrate pests.

- ii. Contractor will remove general litter, debris, and yard waste from landscape at completion of every service visit. This does not include large deposits or piles of disposal which shall be removed at additional charge to client. Available details for client to potentially subrogate will be provided to client. All debris resulting from any/all landscape work by Contractor shall be removed before leaving the Job Site.
- iii. During November through March, leaves will be raked during the normal service visits to regularly achieve a neat appearance.
- iv. This Agreement does not include control of vertebrate pests, which are considered an extraordinary condition. Contractor will monitor for damage from vertebrate pests and advise when service or treatment is recommended.
- v. Hand watering of pots and non-irrigated areas are expressly excluded from this Agreement.
- vi. The warranty for newly installed plants is 90 days if we are under a service contract and currently maintaining the property.

5. Irrigation

- i. **General:** Contractor will comply with mandated water restrictions. Regulate automatic sprinkler systems (including drip systems) to optimize plant health, aesthetics, and water cost control, within limitation of system hardware and client-defined priorities. Routine inspections of irrigation systems shall be completed to report any breaks, recommended replacements and to adjust sprinkler heads for maximum coverage.
- ii. **Watering Schedule:** Contractor will maintain dynamic ET-Based (Evapo-Transpiration) irrigation timer schedules for each month of the watering season. Ten-year data averages from C.I.M.I.S. (California Irrigation Management Information System) will be utilized to establish monthly Programs. Additional programming will be implemented as needed to compensate for extreme weather fluctuations. While this information is maintained and implemented for the benefit of our clients, it is proprietary to Contractor.
- iii. **Remote-Control Harness:** If required a remote-control harness will be installed on all irrigation timers to facilitate Contractor's remote-control irrigation inspection device during the term of this contract. The harness will be removed, and the system returned to original its original condition, upon cancellation of contract by either party. There is no cost-to-client associated with installation or removal of the wire harness.



- iv. **Site-Maps:** Contractor will maintain detailed site maps including, but not limited to, the following: timer locations; backflow locations; water meter locations; station zoning; crop type; application hardware; water meter service areas. While this information is maintained for the benefit of servicing the property, the development of such information is done at no charge and it is the proprietary work product of Contractor. All such information is available for client viewing at our office in Fremont, but is subject to Contractor's copyright and other intellectual property rights.
- v. **Maintenance Repairs:** Labor and materials required for repairs associated with the maintenance of the sprinkler system shall be billed as an extra. Typically, maintenance repairs are the result of malfunctions found during system checks (performed two (2) per year), or work order requests originating from client entities and Contractor site management staff.
- vi. **IRRIGATION REPAIR PRE-AUTHORIZATION**
This Contract includes a pre-authorization for necessary repairs up to \$500.00 per month, which will enable minor irrigation breaks to be completed during routine irrigation system inspections preventing damage to the landscape and waste of water. Details of all repairs made are well documented in the invoice. Of which, is to be billed separately from monthly invoice, and not to exceed 6 times during yearly contract period.
- vii. **Non-Routine Maintenance Repairs:** Non-routine maintenance irrigation repairs and consulting shall be billed on a labor time plus materials ("T&M") basis. When the cost of T&M repair exceeds clients-defined pre-authorized limits as set forth in Section v above, a proposal will be submitted for authorization prior to commencement of work. By default, mainline repair, valve replacement, timer replacement, wire tracking, and other items requiring significant use of billable labor will be submitted for approval by authorized agent prior to commencement. Upgrades, which by definition are optional enhancements to the systems, will always be submitted for written approval prior to commencement.
- viii. **Emergency Irrigation Repairs:** Irrigation is the life blood of landscapes in California during much of the year. In such event that non-routine irrigation repairs ordinarily submitted for written authorization are needed immediately in order to avoid damage to the landscape, Contractor will make every reasonable effort to contact authorized agent for approval, which shall be by telephone and e-mail, to proceed (i.e. rupture of mainline has rendered irrigation inoperative, the landscape is already dry, and plant



material will be significantly damaged and/or lost if water is not restored immediately).

6. Miscellaneous

- i. Contractor shall provide all equipment, tools, labor, and materials required to accomplish the Scope of Work outlined by this Agreement, unless otherwise indicated.
- ii. Response to emergency calls during non-production hours will be billed at a charge of \$225.00 for the first hour. Any additional time over 1 hour will be billed as T&M at the applicable overtime rate. Production hours are 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding holidays.
- iii. Account Manager to attend monthly walk-through with board and/or manager, as requested.
- iv. Contractor agrees to respond to all work or service orders within one week or as arranged, except emergencies which are to be attended to as soon as commercially reasonably possible.
- v. Four (4) sets of keys to applicable property gates, necessary access boxes, etc., must be supplied to Contractor prior to beginning of service period.

PAYMENT TERMS

1. Base monthly fee for maintenance service as outlined above, for existing landscape, excluding option addendum(s):

Year 1- \$ 1,824.00 July 1st, 2025- June 30th 2026

Year 2- \$1,888.00 July 1st 2026-June 30th, 2027

(“Base Monthly Maintenance Service Fee”)

2. Payment to be received before the first day of month following the month of service.
3. Invoice must be paid within 30 days of the invoice date. There will be 1.5% of contract amount or a minimum \$35.00 late fee charge per month on late invoices, whichever is higher.
4. Client’s billing address is as follows:

**Eden Area ROP
Attn: Anthony Oum
26316 Hesperian Blvd., Hayward, CA 94545**



B. TERM AND TERMINATION

1. **Effective Date:** The effective commencement date of this Agreement shall be as follows:

Year 1 - 7/1/2025 - 6/30/2026

Year 2 - 7/1/2026 - 6/30/2027

(“Effective Date”)

2. **Term:** This Agreement shall endure for a term of one (1) year and shall be automatically renewed for the next year with a cost of living adjustment applied to the contract pricing at each contract anniversary. The pricing adjustment shall be equal to the Annual Adjustment of the CPI Index for the SF Bay Area, if not otherwise terminated.
3. **Termination:** To terminate this Agreement, either party can serve a 30-day written notice to the other.

C. DEFAULT & COLLECTIONS

1. In the event of default of payment by Client, after 60 days of non-payment past the date payment was due, a penalty fee of 15% shall incur on the balance owed. In the event Contractor shall pursue collections against Client, Client shall be liable for collection fees, court costs, expenses, reasonable attorney’s fees, and all incidental and consequential damages arising from the default.

D. GENERAL INDEMNIFICATION

1. Client hereby agrees to indemnify and hold harmless Contractor against loss or threatened loss or expense by reason of the liability or potential liability of Contractor for or arising out of any claims for damages, including payment and compensation for reasonably incurred attorney’s fees and other related professional fees.
2. Contractor shall not be held liable for damage caused by irrigation malfunctions that Contractor was not aware of and/or did not cause.
3. Contractor shall not be held liable for structural or landscape damage associated with written directives from an authorized agent from Client when such directives are contrary to Contractor’s professional recommendation.

E. CONTRACT TERMS

1. **No Waiver or Cumulative Remedies.** No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.



2. **Inurement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
3. **Merger and Integration.** This Agreement and the schedules attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by the undersigned parties.
4. **Force Majeure.** In the event of unforeseen disasters, events, or conditions that the parties were not able to contemplate at the execution of this Agreement, such as sabotage, riots, terrorism, political or governmental complications, market conditions, or natural occurrences such as hurricanes, floods, earthquakes, etc. or other Acts of God, either party may cite force majeure as a cause to terminate the Agreement effective immediately.
5. **Severability.** If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. **Descriptive Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires, references to "hereof," "herein," "hereby," "hereunder" and similar terms shall refer to this entire Agreement.
7. **Authority and Authorization.** The undersigned parties hereby represent and warrant that he or she has been duly authorized by its corporate entity or principal to enter into this Agreement and to bind that corporate entity or principal to the terms hereof.

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed this ____ day of the month of _____ and year ____ in the City of _____, State of _____.

CONTRACTOR:

X

CLIENT:

X

Company: Del Conte's Landscaping,
Inc.

Company:



Signor's Name:	Jason Smith
Position/Title:	Vice President
Date Signed:	
Location:	41900 Boscell Common Fremont, CA 94538

Signor's Name:	
Position/Title:	
Date Signed:	
Location:	



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Lozano Smith, LLP for Legal Services for the 2025-2026 School Year

BACKGROUND

Occasionally, the Eden Area ROP seeks outside council for matters related to the operations of our organization.

CURRENT SITUATION

The attached is a copy of the attorney representation agreement between Lozano Smith, LLP and the Eden Area ROP effective July 1, 2025, for approval.

CONSENT CALENDAR

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (“Agreement”) is effective July 1, 2025 (“Effective Date”), between the EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client

from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either

following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.


14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Eden Area Regional Occupational Program	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/11/2025

PROFESSIONAL RATE SCHEDULE

FOR EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner**/ Senior Counsel/ Of Counsel	\$ 350 - \$ 410 per hour
Associate	\$ 275 - \$ 340 per hour
Paralegal/ Law Clerk	\$ 225 - \$ 300 per hour
Consultant	\$ 125 - \$ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour.

SALE OR LEASE OF REAL PROPERTY WORK

Partner/ Senior Counsel/ Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal/ Law Clerk	\$ 225 per hour

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Facsimile	No Charge
Copying and Printing	\$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

LEADERSHIP COACHING AND CONSULTING

As part of Lozano Smith's Concierge Consulting Services (CCS), clients have the option of receiving up to five (5) hours of complimentary services which can be utilized each fiscal year. These services may include coaching, mentoring, or strategic planning guidance from a CCS Consultant.



DATE: May 1, 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 Premier Commercial Cleaning Solutions (PCCS) for Janitorial Services for the 2025-2026 School Year

BACKGROUND

For FY 2024-2025, the Eden Area ROP contracted with Premier Commercial Cleaning Solutions (PCCS) to provide campuswide janitorial services.

CURRENT SITUATION

The attached is the agreement renewal with PCCS, effective July 1, 2025 through June 30, 2026.

CONSENT CALENDAR



SERVICE CONTRACT

This agreement is made between Premier Commercial Cleaning Solutions, Inc (service provider), and Eden Area ROP (client) 26316 Hesperian Blvd, Hayward, CA 94545

1. PCCS will provide janitorial services from **July 1, 2025 to June 30, 2026** (with month-to-month terms. If the client is unsatisfied with services, the client must provide a 30-day written notice. Said notice must demonstrate clear proof of breach of janitorial service per this agreement. If the client has any grievances in connection with the service, the client will provide written notification of the grievance and permit PCCS to resolve it within ten days.

2. PCCS will perform service as per our proposal. As consideration for these services, the client will pay the amount listed below for the period above.

\$111,312.00

An invoice will be issued in advance on the 1st day of each month and is **due 30 days** after completing services. If payment is not received within 70 days, PCCS reserves the right to suspend service until the account is brought current. PCCS bills separately for special services such as carpet cleaning, window cleaning, stripping, waxing, buffing, COVID protocol, labor charges, etc. All additional service invoices are **due 30 days** after the service has been completed. The above fee is based on current labor and material costs. If such costs change or the job requirements change, PCCS reserves the right to amend the fee accordingly. The client may either agree to the adjusted price or may elect to cancel the service.

3. PCCS carries liability insurance and is bonded.

4. The undersigned who has executed this agreement on behalf of the client warrants and represents that he/she has full authority to enter into this agreement on the client's behalf. This agreement will bind the parties hereto their respective successors and assigns.

The parties hereto, intending to be legally bound, have signed this Agreement on the day and year written below.

BY _____ Date _____
Eden Area ROP

Cristi Alonso *April 10, 2025*
BY _____ Date _____
Cristi Alonso
Premier Commercial Cleaning Solutions, Inc



PROPOSAL FOR JANITORIAL SERVICES

Prepared for:

Eden Area ROP
26316 Hesperian Blvd
Hayward, CA 94545
2025 - 2026

By:
Premier Commercial Cleaning Solutions, Inc.
32108 Alvarado Blvd #312
Union City, CA 94587
510-441-2427

04/10/2025

Dear Anthony,

Thank you for the opportunity to provide you with a proposal for janitorial services for your facility, based on top quality maintenance service at a competitive price. Your desire to find the best-qualified contractor to partner with was apparent in our meeting.

We are a family-owned and operated full-service company with over 32 years of experience in the janitorial business and provide services throughout the San Francisco Bay Area. Our customers range in size from medium to large companies. We are fully insured, licensed, and bonded.

We are proud to say that we do our job well and safely. We believe in achieving excellence in all that we do. We also believe in providing our customers with professional service to rest assured that their building is in good hands. At Premier Commercial Cleaning Solutions, Inc., we guarantee that we will be competitive in terms of cost and will most certainly be the best-qualified contractor for the task at hand through efficient administration.

Our team is accessible through our office, or you may call them via cell phone at any time. Every effort to maintain excellent communication to ensure your expectations are achieved.

If you have any questions about our proposed services or need clarification on any point, please do not hesitate to call us. We appreciate the opportunity to submit this proposal and look forward to hearing from you soon.

Sincerely,

Cristi Alonso

Cristi Alonso
Director of Business Development

Why Use Premier Cleaning Solutions?

At Premier Cleaning Solutions, we take pride in keeping your building clean!

Premier Cleaning Solutions will provide you with a clean, safe, and healthy environment for your customers and employees:

- Clean buildings project a first-class image.
- Clean buildings improve the longevity of the building.
- Healthy buildings ensure a working environment free from contaminants.
- Healthy buildings provide a safer workplace and decrease the number of workers' comp claims due to slip/fall accidents and the spread of viruses.
- Healthy buildings reduce the sick time taken by employees working in the building.

Premier Cleaning Solutions will keep your building in tip-top shape. A well-kept building reduces costs:

- Clean buildings are less expensive to maintain.
- Clean buildings ensure that property values will remain high because having a clean facility improves the longevity of the building.

Premier Cleaning Solutions offers a full-service partnership for all your building maintenance needs. As well as handling all your cleaning needs, we can manage your restroom and paper supplies – this saves you time that can be spent on your business!

We provide quick responses to your needs and offer specialized cleaning services such as carpet spotting, carpet cleaning, hard floor care, and window washing. Give us the opportunity to make **"Your Clean Business Our Business"**

" I have witnessed not only the excellence in service that I have come to know and expect, but I have also watched their company grow and service competitors in our business with equal professionalism. This is a model that I find harder to find as each year passes. A true small business that takes pride in doing the job well every time, while building personal relationships that drive the success of both their organization and those that they serve. I can state unquestionably: The value of service received was far greater than the remuneration remitted. Luis and Cristi are the "Real Deal." I could not recommend them to anyone in need of janitorial or maintenance services any more highly."

-R Wheaton, Facilities Manager

Our Company Profile

Business Details

Premier Cleaning Solutions, Inc. is a full-service janitorial company with over 30 years of professional cleaning experience. Our janitorial services make a dramatic difference in the appearance of commercial buildings from the onset. Our attention to detail, hands-on management approach, and the highest quality janitorial products enables us to serve commercial cleaning needs effectively. We cater each job specification to the client's service needs and have been serving the San Francisco Bay Area since 1993.

Business Capacity

We service sizes from medium offices to 100,000 square foot buildings, including high rises. Some of the industries we have serviced include Bio-Tech, Healthcare, Research & Development, Manufacturing, Churches, Educational Facilities, Multi-tenant, Transportation, and Aviation.

Our Vision

“Your Clean Business is Our Business” We pride ourselves on providing a level of personal care that reflects our philosophy to ensure quality service that exceeds the expectations of our clients.

Our Mission Statement

To build long-term relationships with clients and provide exceptional janitorial service. We pride ourselves on clear, open communication to fully understand our client's expectations.

Our Core Values

We integrate honesty, integrity, teamwork, and business ethics into all aspects of our business.

Our Value Proposition

- We work closely with our clients and staff to ensure we meet our client's needs.
- We communicate with our clients regularly to avoid misunderstanding and respond immediately to our clients' concerns or problems, with no go-between to hinder communication.
- We have a hands-on management approach that, when needed, will roll up our sleeves to get the job done in a timely, efficient manner.

Eden Area ROP Janitorial Cleaning Schedule

Service Areas

- Campus Areas A, B, C, F, G, H

Scope Of Work

Each Service	
<ul style="list-style-type: none"> Remove trash and spot clean trash receptacles Clean and disinfect desktops, countertops, and tabletops Clean and disinfect drinking fountains Vacuum all carpeted floors and runners Mop and disinfect all hard surface floors and mats Clean glass entrance doors and partitions 	<ul style="list-style-type: none"> Clean and disinfect toilets, urinals, sinks and dispensers, and restroom mirrors Spot clean chairs, cabinets, and vending machines Clean and disinfect breakroom surfaces and breakroom appliance exteriors Restock restrooms/breakrooms soap and paper product dispensers with customer's supplies, including menstrual hygiene products. Kitchen clean up
Weekly Service	
<ul style="list-style-type: none"> Dust horizontal surfaces such as file cabinets, copy machines, bookshelves, and tables (excluding walls) Dust desktop and accessories such as calculators, calendars, letter trays, etc. 	<ul style="list-style-type: none"> Clean carpet stains equivalent to the size of a quarter or smaller, and no more than a total of 8 spots Clean and disinfect restroom mirrors Spot clean bathroom walls, partition walls and doors
Monthly Service	
<ul style="list-style-type: none"> Clean and disinfect partition walls and doors in restrooms Low dusting of chair rails and legs, desk and table legs, baseboard, ledges, vents, etc. Vacuum upholstered furniture 	<ul style="list-style-type: none"> Vertical dusting of sides of desks, cabinets, files, bookshelves, etc. High dusting of ledges, picture frames, door frames, wall vents, etc. Dust windowsills

Cost Summary

Pricing includes all necessary equipment, labor, and supervision for all services listed from July 1, 2025 – June 30, 2026.

Total Service Fee: \$111,312.00

Additional Services – Prices Upon Request

- COVID prevention, disinfecting, and sanitizing using electrostatic fogging
- Interior window cleaning/glass partitions
- Steam clean & disinfect restrooms
- High dusting/vacuum air vent covers
- Steam clean carpets
- Strip, seal, and wax floors
- Additional service requests are billed at \$50.00 per hour

Supplies

Eden Area ROP provides all consumable paper products, liners, and any special cleaning products the client requires. PCCS will supply all cleaning supplies, equipment, and tools.

A Few of Our Current Clients

Avis Car Rental
513 Eccles Avenue
South San Francisco, CA
Since 1998

Air Liquide America
46409 Landing Parkway
Fremont, CA
Since 2006

Air Canada
San Francisco Int'l Airport
San Francisco, CA
Since 1994

NeoTech/Oncore
6600 Stevenson Blvd
Newark, CA
Since 2018

St Anne Church & Classrooms
32223 Cabello Street
Union City, CA
Since 2017

Virgin Atlantic
San Francisco International Airport
San Francisco, CA
Since 2000

Landsberg
3811 Central
Newark, CA
Since 2018

Murieta HOA
3961 Cedar Avenue
Newark, CA
Since 2009

References upon request.



DATE: May 1, 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 Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2025-2026 School Year

BACKGROUND

The Adult Education department has three positions: Director of Adult Programs and Apprenticeships, Program and Internship Coordinator, and Enrollment and Registration Coordinator. This enables us to maintain proper accounting controls with separation of duties.

CURRENT SITUATION

The Program and Internship Coordinator, and Enrollment and Registration Coordinator are continuously updating the Orbund student information system (SIS) every trimester. During the time while adult classes are still running, both positions continue to manage and update to the SIS. As the end of every fiscal quarter and fiscal year end approaches, there is accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2025-2026 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for the department's special projects.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2025-2026

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider") between July 1, 2025 through June 30, 2026

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Fiscal and budget analysis for Adult Programs and Apprenticeship

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2025 and will remain in full force and effect until June 30, 2026, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$100.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of work accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Sonia Elgar, Service Provider

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Second Amendment to the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement with Alameda County and the Alameda County Workforce Development Board

BACKGROUND

In September 2024, the Eden Area ROP and the Alameda County Workforce Development Board (ACWDB) began applying for the Student Employment and Training Program (STEP) grant through the Department of Rehabilitation (DOR) and the Foundation for CA Community Colleges. In January of 2024, the Eden Area ROP was awarded the grant, which will allow the expansion of the Eden Area ROP workforce readiness efforts on behalf of students with disabilities. The Eden Area ROP is currently in contract with the Alameda County Workforce Development Board for the Workforce Innovation and Opportunity Act (WIOA) Grant for July 1, 2021-June 30, 2025.

This amendment is to the WIOA agreement and codifies the agreement on working in collaboration.

CURRENT SITUATION

The Alameda County Workforce Development Board is contracting with the Eden Area ROP to provide Workforce Readiness Services for Eden Area ROP students with disabilities. Services include workforce readiness pre and post assessments, workforce readiness seminars, and paid work experience for students with disabilities.

Like WIOA, this grant is a multi-year grant if the Eden Area ROP meets the targets. Year 1 is from January 1, 2025, to June 30, 2025. Once our 2025-2029 WIOA Contract is renegotiated, the second half of the STEP Funds and contract will be forthcoming as a 3rd Amendment in July.

Fiscal Impact: The Eden Area ROP will receive up to \$362,002.45 for STEP services in Year 2. From January 1, 2025, to June 30, 2025, \$107,277.88 will be available to support the STEP program through June 30.

CONSENT CALENDAR



SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Eden Area Regional Occupational Program (EAROP), ("Contractor") with respect to that certain agreement entered by them on June 7, 2021 (referred to herein as the "Agreement") pursuant to which Contractor provides youth employment and training services and is willing to provide same services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County ("Effective January 1, 2025").
2. In consideration for Contractor's additional services, the County shall pay Contractor an additional amount not to exceed one hundred seven thousand, two hundred twenty-seven dollars and eighty-eight cents (\$107,227.88). As a result of these additional services the not to exceed amount has increased from one million, six thousand, fifty dollars and forty-five cents (\$1,006,050.45) to one million, one hundred thirteen thousand, two hundred seventy-eight dollars and thirty-three cents (\$1,113,278.33), an increase of \$107,227.88 over the term of the Agreement and any amendments.
3. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$ 1,113,278.33.
4. Exhibit A-2 – Definition of Services for STEP Grant.
5. Exhibit B-6 - Payment Terms and Exhibit B-7, Budget Details.
6. Attached hereto is Exhibit G-1, Certification Regarding Lobbying Activities.
7. Attached hereto is Exhibit H, Iran Contracting Act (ICA) of 2010 for Procurement of \$1,000,000 statement executed by Contractor.
8. Attachment B – Revised Language Access Requirements.



9. Attachment C – Confidentiality.
10. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

EDEN AREA REGIONAL OCCUPATIONAL
PROGRAM

By: _____
Signature

By: _____
Signature

Name: David Hubert
(Printed)

Name: Blaine Torpey
(Printed)

Title: President of the Board of Supervisors

Title: Superintendent

Date: _____

Date: _____

Approved as to Form:

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By: [Signature]
Print Name Donna R. Ziegler

By: _____
County Counsel Signature

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



EXHIBIT A-2 DEFINITION OF SERVICES

- I. **Overview.** The Foundation for California Community Colleges (CCC), in partnership with the California Department of Rehabilitation (DOR), awarded year two of the funding in the amount of \$434,378.45 to the Alameda County Workforce Development Board (ACWDB) for local implementation of the Student Training and Employment Program (STEP). Collectively, ACWDB, the Eden Area Regional Occupational Program (EAROP), and DOR will continue to collaborate to implement the STEP project, which will provide job preparation training, career exploration, workplace readiness skills training, and work experience opportunities for students with disabilities (SWD).

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

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

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

- IV. **Program Design Requirements.**

- A. **Work-Based Learning Specialist** – Contractor will appoint a Work-Based Learning Specialist (WBLS) to implement the STEP programmatic activities. The WBLS will ensure that outreach, referral, intake, DOR eligibility screening, job preparation workshops, work experience, employer engagement related to the project, and all other related programmatic activities will take place within the contract term to support full implementation of the STEP initiative.
- B. **Outreach, Referral, and Intake** – Contractor will engage in outreach and recruitment of in-school youth, ages 16-21, with disabilities who have an active



DOR case, and who can be qualified as low-income. If an active DOR case is not present, Contractor will work closely with the student, parent/guardians (if necessary), and the DOR to initiate DOR enrollment.

1. Outreach

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

2. Referral

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

3. Intake

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

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

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



Confirming participant eligibility is an ongoing requirement. Contractor will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible due to discontinuance of engagement with DOR or due to attaining the age of 22; reimbursement to the Contractor will not be provided on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced.

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

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

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

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

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



- G. Work Readiness Workshops – Contractor is responsible and accountable for ensuring 48 SWD receive job exploration and/or workplace readiness training under the STEP program. Contractor will issue incentives, in the amount of \$250.00 per participant, to 48 unique STEP participants who complete the workplace readiness training. Self-advocacy training may be incorporated. This training is where SWD learn to advocate for themselves to include:
- a. Learning about rights and responsibilities, and how to request accommodation or services and support. Practice communicating thoughts, concerns, and needs;
 - b. Learning about job readiness;
 - c. Participation in youth leadership activities, peer mentoring, or mentoring with educational staff; and,
 - d. Other relevant topics that will assist students in successful work experiences.

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

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

- I. Employer of Record - Contractor will serve as the employer of record and must have the infrastructure in place to properly administer wages as well as the following components:
1. Contractor shall be responsible for verification and maintenance of SWD right to work documents. Verified SWD I-9 forms shall be completed at the time of hire and before SWD commences work.
 2. Contractor must obtain a job description from the employer and provide SWD with supervision, training, and work assignments in accordance with the work site request and job description.
 3. Contractor will establish and secure a signed "Work Site Agreement" with the employer. The work site must be safe and in compliance with state, local, or federal laws.



4. Contractor shall allow and/or assist in arranging on-site programmatic and fiscal monitoring visits at least once each program year for all organizations and employers providing program services to enrolled participants. Contractor shall also allow for monitoring visits by representatives of all partners involved in this STEP project. The work site agreement should also provide an alert to employer that monitoring may occur.
 5. Contractor must ensure SWD receive meal and rest breaks in compliance with California Law.
 6. Contractor must ensure to collect and maintain a copy of each Work Site's injury and illness and prevention program (IIPP) and shall provide a copy to the Foundation CCC upon request.
 7. Contractor must collect all legally required documents prior to SWD start date including but not limited to: SWD Form I-9s and work permits for SWD under the age of 18.
 8. Contractor shall certify that the work site provides a drug-free workplace, as required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
 9. Contractor must ensure that the work site complies with all applicable federal, state, and local laws and regulations relating to a safe and accessible environment. Including but not limited to, federal and state Occupational Safety and Health Administration (OSHA) laws and regulations, including the recording of workplace injuries on contractor's log.
 10. Contractor and employer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.
 11. Contractor shall be responsible for any injury and/or worker's compensation claims related to a SWD.
- V. **Participant Management.** Contractor will hire and onboard 1.0 FTE WBLS and 0.5 FTE Student Support Services Technician (SSST). The WBLS will provide outreach, intake, eligibility support, workplace readiness workshops, individualized counseling, case management, payment of stipends, management of participant files and work experience opportunities and liaise with teachers, employers, and other key partners.
- VI. **Participant Case Files.** Contractor will maintain complete case files for each program participant in accordance with state requirements. Case files will be stored securely and in full compliance with state and Equal Employment Opportunity (EEO) confidentiality, nondiscrimination and other applicable rules and regulations.



VII. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.

1. **Monthly Data Reporting** – On a monthly basis, Contractor will submit to ACWDB team for first review, then the STEP administrative team at step@foundationccc.org, and the DOR team. Data including PII must be encrypted when sending to ACWDB and STEP administration team. The data points must include the following:

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

2. Data Metrics – including the following:

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

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



4. Meetings – Contractor will attend and ensure that appropriate staff will attend required weekly/biweekly and monthly meetings to facilitate the communication and coordination with ACWDB liaison. Mandatory meeting attendance will be monitored by the ACWDB staff.
- J. **Performance.** Contractor will provide services under this Agreement to achieve required performance goals, as detailed in Exhibit A-2. In addition to the monthly student administrative/enrollment and data reporting obligation, Contractor is responsible for achieving the following performance goals under this Agreement:

PY 2025/2026 Contract Project Goals

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

- K. **Policies & Procedures.** Contractor will comply with all policies and procedures, relating to the implementation of the STEP Forward Grant including any changes or modifications to the federal, state, county and/or ACWDB regulations, policies or procedures governing this project.
- L. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery; subcontracts for consultants; professional or program services; the rental, lease, or purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.



M. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.

1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to the administration of this program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.
2. **On-site Monitoring.** Contractor will participate in required programmatic, fiscal, and EEO monitoring to ensure that services provided under this Agreement are in compliance with applicable rules and regulations.
3. **Case File/MIS Review.** Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff.
6. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;



- e. Single point of contact information for staff responsible for implementing corrective action.

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

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

Name	Title	Telephone	Email Address
Michelle Stephens	Assistant Principal	510-293-2930	mstephens@edenrop.org
Gilbert Seegmiller	Workforce Readiness Coordinator	510-244-5805	gseegmiller@edenrop.org
Jazmin Marquez	Work Based Learning Specialist	510-931-5633	jmarquez@edenrop.org

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

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

- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
- B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information Bulletins that serve to notify Contractor of new or amended federal, state, or local regulations. Contractor shall comply with all requirements of any ACWDB Action Bulletins and ACWDB Information Bulletins. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website [WIOA Program Policies | Alameda County Workforce Development Board \(acwdb.org\)](#).



- C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**EXHIBIT B-6
PAYMENT TERMS**

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

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

I. Budget

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

A. Exhibit B-7: STEP Grant

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-7;
2. Expenditures under this Agreement will tie to identified line-times included in Exhibit B-7; no other line-item costs will be allowed;
3. Expenditures under this Agreement will support allowable activities described in Exhibit A-2. No services or activities outside the scope of this Agreement will be reimbursed;

B. Budget Revision Procedures

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



C. Cost Settlement/Final Payment Provisions

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

E. Conditions of Withholding Payment

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

III. Invoicing Procedures

A. Submission of Invoices

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



- h. The total amount owed.
 - i. Remittance instructions/address.
 - j. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
 - k. The CEO or Executive Director must be included in the cc.
 - l. All data as required by your contract.
3. Upon notification of approval by the Program Liaison, Contractor shall email original signed invoices (in blue ink) to:
ssainvoices@acgov.org and irene.wu2@acgov.org

IV. Funding and Reporting Requirements

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

V. Additional Terms and Conditions of Payment

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

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in Exhibit B-7. This cost includes all taxes and all other charges.
- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.
- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.



EXHIBIT B-7

STEP Forward Grant
Budget Narrative

Exhibit B-7 PY 25-26

WIOA Youth / CFDA: 17.259

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants

LINE ITEM BUDGET / COST REIMBURSEMENT

CONTRACTOR: Eden Area ROP**Contract Period**
4/1/24 to 06/30/25

ACTIVITIES: STEP Forward / WIOA Title IV

NOTE: Contract reimbursement for PY 25/26 is limited to the WDB approved

Exhibit B LINE-ITEM BUDGET TOTAL

\$224,665.37

A. LINE ITEMS for COST REIMBURSEMENT		Year One Rollover Balance	Year Two Budget through June 30, 2025	TOTAL
1.	Staff Salaries	\$57,592.06	\$60,734.42	\$118,326.48
2.	Staff Fringe Benefits	\$27,569.89	\$24,293.46	\$51,863.35
3.	Staff Travel	\$226.22	\$750.00	\$976.22
4.	Workplace Readiness Training Stipends	\$6,250.00	\$7,500.00	\$13,750.00
5.	Work Experience Wages	\$19,015.20	\$10,000.00	\$29,015.20
6.	Work Experience Taxes	\$6,784.12	\$250.00	\$7,034.12
7.	Employer of Record Fee	\$0.00	\$3,700.00	\$3,700.00
GRAND TOTAL =			\$107,227.88	\$224,665.37
2/26/25 3:58 PM			\$224,665	



EXHIBIT G-1
Certification for Contracts, Grants, Loans, and Cooperative Agreements
CERTIFICATION REGARDING LOBBYING
(APPENDIX A, 44 C.F.R. PART 18)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name

Title



EXHIBIT H

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010**

For Procurements of \$1,000,000 or more

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

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

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

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

CONTRACTOR: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



Attachment B
(Revised: 8/31/18)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing CBOs/contractors with access to Telephonic Interpreters, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.



Attachment C

CONFIDENTIALITY – CONTRACT PROVISIONS

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

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

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



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with Castro Valley Unified School District (CVUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026

BACKGROUND

The California Department of Education has allocated \$300 million per year for the Career Technical Education Incentive Grant (CTEIG) Program. Funds for this grant will have to be matched with cash dollars at a \$2:\$1 rate. Additionally, CA Education Code requires a commitment to maintain current CTE funding levels at the for the three subsequent years. Funds are to be used to maintain and improve CTE pathways.

CURRENT SITUATION

The Eden Area ROP CTEIG Consortium annually applies for CTEIG funding with Eden Area ROP serving as the fiscal lead. Eden Area ROP provides the match for the consortium and our partner districts provide the Average Daily Attendance (ADA), allowing our consortium to maximize our award.

The Eden Area ROP Consortium was awarded \$2,709,313 for the CTEIG FY 2024-2025 Round 10 application cycle. Each partner district has an allocation based on their secondary ADA. Eden Area ROP and Castro Valley USD will individually and collectively work to address our CTEIG focus areas: increasing Student Leadership, increasing Industry Partnerships, expanding Work-Base Learning (WBL), focusing on labor market needs and CTE Teacher Professional Development.

To support these efforts, the partners will enter into a Memorandum of Understanding (MOU).

CONSENT CALENDAR

EdenAreaROP

MOU Career Technical Education Incentive Grant

Castro Valley USD

Memorandum of Understanding (MOU) between Eden Area Regional Occupational Program (EAROP) and Castro Valley Unified School District (CVUSD).

I. TERMS OF MOU

This MOU shall commence on July 1, 2025, and shall extend through December 31, 2026.

II. PURPOSE

The Career Technical Education Incentive Grant (CTEIG) Program is designed to encourage, maintain, and strengthen the delivery of high-quality Career Technical Education programs.

III. CONTRACT AMOUNT

Castro Valley Unified School District is allocated \$554,181 for CTEIG Round 10 (FY 24-25) grant. The allocation of grant funds are as follows based on grade 7-12 ADA and special considerations as outlined by statute.

IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

- EAROP shall provide leadership and coordination services via facilitation of monthly meetings related to the implementation of the grant objectives.
- The EAROP will submit all required fiscal and narrative reporting for the collaborative to the California Department of Education.
 - EAROP will provide documentation to the CDE related to meeting the \$2:1 match requirement.
- Provide staffing to support the implementation of work-based learning activities for students.
- Facilitate the completion of the annual essential elements of a high quality CTE program.

V. ROLE AND RESPONSIBILITIES OF CASTRO VALLEY UNIFIED SCHOOL DISTRICT

- As a condition of funding:
 - The District's Local Control Accountability Plan (LCAP) must reference CTE (LCAP pages with CTE references must be submitted to CDE as part of the grant application)
 - A three-year maintenance of effort is required when funds are accepted
- Provide the Eden Area ROP the required information to complete the reporting required by the CTEIG program.

- Participate in the leadership meetings related to implementing high quality CTE programs
- Payments made to the district from the ROP will occur twice yearly, with 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
 - CTEIG resource code: 6387
 - Grant funds must be coded to goal 3800 or goal 6000
 - Capital equipment purchases require prior approval from the CDE
 - Funds are required to be spent on CTE programs taught by teachers with a CTE credential

VI. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either party's control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days' notice.

Eden Area ROP shall indemnify, defend and hold harmless CVUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt CVUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

CVUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury, I agree to the statements above and am designated to sign this agreement on behalf of my agency.

04/07/25

Blaine Torpey
 Superintendent
 Eden Area Regional Occupational Program

Date

Suzy Chan

Assistant Superintendent, Business Services
 Castro Valley Unified School District

Date



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with Hayward Unified School District (HUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026

BACKGROUND

The California Department of Education has allocated \$300 million per year for the Career Technical Education Incentive Grant (CTEIG) Program. Funds for this grant will have to be matched with cash dollars at a \$2:\$1 rate. Additionally, CA Education Code requires a commitment to maintain current CTE funding levels at the for the three subsequent years. Funds are to be used to maintain and improve CTE pathways.

CURRENT SITUATION

The Eden Area ROP CTEIG Consortium annually applies for CTEIG funding with Eden Area ROP serving as the fiscal lead. Eden Area ROP provides the match for the consortium and our partner districts provide the Average Daily Attendance (ADA), allowing our consortium to maximize our award.

The Eden Area ROP Consortium was awarded \$2,709,313 for the CTEIG FY 2024-2025 Round 10 application cycle. Each partner district has an allocation based on their secondary ADA. Eden Area ROP and Hayward USD will individually and collectively work to address our CTEIG focus areas: increasing Student Leadership, increasing Industry Partnerships, expanding Work-Base Learning (WBL), focusing on labor market needs and CTE Teacher Professional Development.

To support these efforts, the partners will enter into a Memorandum of Understanding (MOU).

CONSENT CALENDAR

EdenAreaROP

MOU Career Technical Education Incentive Grant

Hayward USD

Memorandum of Understanding (MOU) between Eden Area Regional Occupational Program (EAROP) and Hayward Unified School District (HUSD).

I. TERMS OF MOU

This MOU shall commence on July 1, 2025, and shall extend through December 31, 2026.

II. PURPOSE

The Career Technical Education Incentive Grant (CTEIG) Program is designed to encourage, maintain, and strengthen the delivery of high-quality Career Technical Education programs.

III. CONTRACT AMOUNT

Hayward Unified School District is allocated \$978,950 for CTEIG Round 10 (FY 24-25) grant. The allocation of grant funds are as follows based on grade 7-12 ADA and special considerations as outlined by statute.

IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

- EAROP shall provide leadership and coordination services via facilitation of monthly meetings related to the implementation of the grant objectives.
- The EAROP will submit all required fiscal and narrative reporting for the collaborative to the California Department of Education.
 - EAROP will provide documentation to the CDE related to meeting the \$2:1 match requirement.
- Provide staffing to support the implementation of work-based learning activities for students.
- Facilitate the completion of the annual essential elements of a high quality CTE program.

V. ROLE AND RESPONSIBILITIES OF HAYWARD UNIFIED SCHOOL DISTRICT

- As a condition of funding:
 - The District's Local Control Accountability Plan (LCAP) must reference CTE (LCAP pages with CTE references must be submitted to CDE as part of the grant application)
 - A three-year maintenance of effort is required when funds are accepted
- Provide the Eden Area ROP the required information to complete the reporting required by the CTEIG program.

- Participate in the leadership meetings related to implementing high quality CTE programs
- Payments made to the district from the EAROP will occur twice yearly, with 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
 - CTEIG resource code: 6387
 - Grant funds must be coded to goal 3800 or goal 6000
 - Capital equipment purchases require prior approval from the CDE
 - Funds are required to be spent on CTE programs taught by teachers with a CTE credential

VI. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either party's control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days' notice.

Eden Area ROP shall indemnify, defend and hold harmless HUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury, I agree to the statements above and am designated to sign this agreement on behalf of my agency.

04/07/25

Blaine Torpey
Superintendent
Eden Area Regional Occupational Program

Date

Amy Nichols
Assistant Superintendent, Business Services
Hayward Unified School District

Date



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with San Leandro Unified School District (SLUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026

BACKGROUND

The California Department of Education has allocated \$300 million per year for the Career Technical Education Incentive Grant (CTEIG) Program. Funds for this grant will have to be matched with cash dollars at a \$2:\$1 rate. Additionally, CA Education Code requires a commitment to maintain current CTE funding levels at the for the three subsequent years. Funds are to be used to maintain and improve CTE pathways.

CURRENT SITUATION

The Eden Area ROP CTEIG Consortium annually applies for CTEIG funding with Eden Area ROP serving as the fiscal lead. Eden Area ROP provides the match for the consortium and our partner districts provide the Average Daily Attendance (ADA), allowing our consortium to maximize our award.

The Eden Area ROP Consortium was awarded \$2,709,313 for the CTEIG FY 2024-2025 Round 10 application cycle. Each partner district has an allocation based on their secondary ADA. Eden Area ROP and San Leandro USD will individually and collectively work to address our CTEIG focus areas: increasing Student Leadership, increasing Industry Partnerships, expanding Work-Base Learning (WBL), focusing on labor market needs and CTE Teacher Professional Development.

To support these efforts, the partners will enter into a Memorandum of Understanding (MOU).

CONSENT CALENDAR

EdenAreaROP

MOU Career Technical Education Incentive Grant

San Leandro USD

Memorandum of Understanding (MOU) between Eden Area Regional Occupational Program (EAROP) and San Leandro Unified School District (SLUSD).

I. TERMS OF MOU

This MOU shall commence on July 1, 2025, and shall extend through December 31, 2026.

II. PURPOSE

The Career Technical Education Incentive Grant (CTEIG) Program is designed to encourage, maintain, and strengthen the delivery of high-quality Career Technical Education programs.

III. CONTRACT AMOUNT

San Leandro Unified School District is allocated \$492,171 for CTEIG Round 10 (FY 24-25) grant. The allocation of grant funds are as follows based on grade 7-12 ADA and special considerations as outlined by statute.

IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

- EAROP shall provide leadership and coordination services via facilitation of monthly meetings related to the implementation of the grant objectives.
- The EAROP will submit all required fiscal and narrative reporting for the collaborative to the California Department of Education.
 - EAROP will provide documentation to the CDE related to meeting the \$2:1 match requirement.
- Provide staffing to support the implementation of work-based learning activities for students.
- Facilitate the completion of the annual essential elements of a high quality CTE program.

V. ROLE AND RESPONSIBILITIES OF SAN LEANDRO UNIFIED SCHOOL DISTRICT

- As a condition of funding:
 - The District's Local Control Accountability Plan (LCAP) must reference CTE (LCAP pages with CTE references must be submitted to CDE as part of the grant application)
 - A three-year maintenance of effort is required when funds are accepted
- Provide the Eden Area ROP with the required information to complete the reporting required by the CTEIG program.

- Participate in the leadership meetings related to implementing high quality CTE programs
- Payments made to the district from the ROP will occur twice yearly, with 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
 - CTEIG resource code: 6387
 - Grant funds must be coded to goal 3800 or goal 6000
 - Capital equipment purchases require prior approval from the CDE
 - Funds are required to be spent on CTE programs taught by teachers with a CTE credential

VI. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either party's control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days' notice.

Eden Area ROP shall indemnify, defend and hold harmless SLUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt SLUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

SLUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury, I agree to the statements above and am designated to sign this agreement on behalf of my agency.

Blaine Torpey
Superintendent
Eden Area Regional Occupational Program

04/07/25

Date

Kevin Collins
Assistant Superintendent, Business Services
San Leandro Unified School District

Date



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with San Lorenzo Unified School District (SLUSD) for Career Technical Education Incentive Grant (CTEIG) Round 10 Implementation Services from July 1, 2025 through December 31, 2026

BACKGROUND

The California Department of Education has allocated \$300 million per year for the Career Technical Education Incentive Grant (CTEIG) Program. Funds for this grant will have to be matched with cash dollars at a \$2:\$1 rate. Additionally, CA Education Code requires a commitment to maintain current CTE funding levels at the for the three subsequent years. Funds are to be used to maintain and improve CTE pathways.

CURRENT SITUATION

The Eden Area ROP CTEIG Consortium annually applies for CTEIG funding with Eden Area ROP serving as the fiscal lead. Eden Area ROP provides the match for the consortium and our partner districts provide the Average Daily Attendance (ADA), allowing our consortium to maximize our award.

The Eden Area ROP Consortium was awarded \$2,709,313 for the CTEIG FY 2024-2025 Round 10 application cycle. Each partner district has an allocation based on their secondary ADA. Eden Area ROP and San Lorenzo USD will individually and collectively work to address our CTEIG focus areas: increasing Student Leadership, increasing Industry Partnerships, expanding Work-Base Learning (WBL), focusing on labor market needs and CTE Teacher Professional Development.

To support these efforts, the partners will enter into a Memorandum of Understanding (MOU).

CONSENT CALENDAR

EdenAreaROP

MOU Career Technical Education Incentive Grant

San Lorenzo USD

Memorandum of Understanding (MOU) between Eden Area Regional Occupational Program (EAROP) and San Lorenzo Unified School District (SLzUSD).

I. TERMS OF MOU

This MOU shall commence on July 1, 2025, and shall extend through December 31, 2026.

II. PURPOSE

The Career Technical Education Incentive Grant (CTEIG) Program is designed to encourage, maintain, and strengthen the delivery of high-quality Career Technical Education programs.

III. CONTRACT AMOUNT

San Lorenzo Unified School District is allocated \$519,132 for CTEIG Round 10 (FY 24-25) grant. The allocation of grant funds are as follows based on grade 7-12 ADA and special considerations as outlined by statute.

IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

- EAROP shall provide leadership and coordination services via facilitation of monthly meetings related to the implementation of the grant objectives.
- The EAROP will submit all required fiscal and narrative reporting for the collaborative to the California Department of Education.
 - EAROP will provide documentation to the CDE related to meeting the \$2:1 match requirement.
- Provide staffing to support the implementation of work-based learning activities for students.
- Facilitate the completion of the annual essential elements of a high quality CTE program.

V. ROLE AND RESPONSIBILITIES OF SAN LORENZO UNIFIED SCHOOL DISTRICT

- As a condition of funding:
 - The District's Local Control Accountability Plan (LCAP) must reference CTE (LCAP pages with CTE references must be submitted to CDE as part of the grant application)
 - A three-year maintenance of effort is required when funds are accepted
- Provide the Eden Area ROP with the required information to complete the reporting required by the CTEIG program.

- Participate in the leadership meetings related to implementing high quality CTE programs
- Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
 - CTEIG resource code: 6387
 - Grant funds must be coded to goal 3800 or goal 6000
 - Capital equipment purchases require prior approval from the CDE
 - Funds are required to be spent on CTE programs taught by teachers with a CTE credential

VI. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either party's control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days' notice.

Eden Area ROP shall indemnify, defend and hold harmless SLZUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt SLZUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

SLZUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury, I agree to the statements above and am designated to sign this agreement on behalf of my agency.



Blaine Torpey
Superintendent
Eden Area Regional Occupational Program

04/07/25

Date

Roberto Perez, Ed.D

Date

Assistant Superintendent, Business Services
San Lorenzo Unified School District



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Downtown Hayward Promise Neighborhoods Program for July 1, 2025-June 30, 2026

BACKGROUND

The Hayward Promise Neighborhoods is in its third round of federal funding. Promise Neighborhood grants are 5 years in duration and are cradle-to-career initiatives focused on transforming a neighborhood within the city. The first Promise Neighborhood grant focused on the Jackson Triangle neighborhood, the second on South Hayward and the new Promise Neighborhood grant focuses on Downtown Hayward.

CURRENT SITUATION

The Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students. To this end, the Hayward Unified School District (HUSD) assigns a teacher to the Eden Area ROP that provides credit recovery to students attending the Eden Area ROP who live in the Downtown Promise Neighborhood or attend the target high schools. This MOU outlines our agreement with the Hayward Unified School District to reimburse the district for the cost of this employee.

CONSENT CALENDAR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED
SCHOOL DISTRICT THROUGH
THE HAYWARD PROMISE NEIGHBORHOOD PARTNERSHIP**

I. TERMS OF MOU:

This agreement shall commence on July 1, 2025, and shall extend through June 30, 2026.

II. CONTRACT AMOUNT:

The teacher contract amount is \$169,726.67 for salary and benefits.

III. PURPOSE:

Through The Hayward Promise Neighborhood Grant, Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement an independent study program to cover academic support for Career/Occupational training programs prepared and offered by EAROP.

IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP:

- The ROP shall provide leadership and coordination services to ensure quality academic and career technical standards are met.
- The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- Attendance reporting will be reflected by both the EAROP and HUSD.
- Reimbursement back to the district for the independent study teacher at a total of \$169,726.67 (includes benefits). Payments will be made in 12 monthly installments of \$14,143.89.

V. ROLE AND RESPONSIBILITIES OF HUSD:

- HUSD shall designate instructors from its staffing assignment prior to the beginning of the school year.
- HUSD shall designate administrative supervision of selected staff through the HUSD Independent Study Program.
- HSUD will be responsible for instructor compensation.
- HUSD will ensure that the instructor possesses an approved Credential.
- HUSD will ensure that the instructor assists HUSD students (especially those in the Promise Neighborhood grant) with intense intervention and credit recovery as needed. Assistance can include:
 - Pre/Post Assessment
 - Individualized direct instruction
 - Teacher assigned prescriptive lessons
 - Push in or pull-out instruction
 - Intensive intervention
 - Differentiated content

VI. TERMS OF AGREEMENT:

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either party's control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days' notice.

Eden Area ROP shall indemnify, defend and hold harmless HUSD and its employees from and against any and all loss, liability, expenses, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury, I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Date: _____05/02/25_____

Date: _____



Blaine C. Torpey
Superintendent
Eden Area Regional Occupational Program

Chien Wu-Fernandez
Superintendent
Hayward Unified School District

INFORMATION ITEMS

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Recognition of Staff of the Year

BACKGROUND

Recognizing outstanding staff members is an essential part of fostering a positive and motivated workplace culture. The Eden Area ROP Staff of the Year selection process highlights individuals who consistently go above and beyond in their roles, demonstrating dedication, excellence, and a commitment to the organization's mission and Core Values.

This recognition not only celebrates individual achievements but also reinforces the values that Eden Area ROP strives to uphold. It serves as an opportunity to show appreciation for the hard work and dedication of employees, boosting morale and engagement across all staffing classifications.

The selection process is designed to be fair and inclusive, ensuring that all staff members can be recognized for their contributions. By thoughtfully choosing and celebrating the Staff of the Year, Eden Area ROP reaffirms its commitment to valuing and supporting employees and ultimately strengthening the organization as a whole.

CURRENT SITUATION

The Eden Area ROP is proud to recognize three outstanding individuals selected for this year's employee honors: Certificated Employee of the Year, Classified Employee of the Year, and Rookie of the Year.

These employees were chosen for their exceptional contributions to the Eden Area ROP community. Each honoree has demonstrated a strong commitment to students, colleagues, and the values of public education. Their dedication and impact reflect the high standards and collaborative spirit of the Eden Area ROP.

Eden Area ROP congratulates this year's honorees and thanks them for their meaningful work in support of student success in Career Technical Education.

AWARD	EMPLOYEE	TITLE
Certificated Employee of the Year	Jessica Fagundes	Career Counselor
Classified Employee of the Year	Johanna Lopez-Romo	Work-Based Learning Specialist
Rookie of the Year	Liliana Angulo	Public Relations & Student Activities Specialist

RECOMMENDATION

Information only

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Career Counselor Report

BACKGROUND

The goal of the Career Counselor is to provide support to the students of the Eden Area ROP through a variety of services. The Career Counselor serves as a liaison with home high school counselors and case managers to ensure students are receiving the necessary support. The Career Counselor provides students with social and emotional as well as college and career counseling. In alignment with the mission of the Eden Area ROP, the Career Counselor supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in Senior Onboarding and Registration (SOAR) Early Decision program and the Chabot Area Counselor Collaboration (CACC).

CURRENT SITUATION

The Career Counselor will provide an update on the Eden Area ROP efforts to provide support and career guidance to students and the efforts to work collaboratively with partner districts.

RECOMMENDATION

Information only

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: SkillsUSA Update

BACKGROUND

SkillsUSA was created to raise the quality of education for students in trade, industrial, and technical programs. As one of more than 245,000 members, students become part of a national organization that serves trade, industrial, and technical students in public schools, occupational centers, and community colleges.

In all states and territorial associations, students are part of successful partnerships that link students, educators, businesses, labor, and government. As a member of one of nearly 14,000 local chapters nationwide, students learn to work as part of a team and develop management skills.

CURRENT SITUATION

Eighty-nine Eden Area ROP students competed in the State SkillsUSA competition, held in Ontario, CA, on April 10-13, 2025. Below are the seven students who won medals.

Student	Contest	Rank	Home School
Easton May-Fanene	Firefighting	Gold	Castro Valley High
Jasmine Saythong	First Aid-CPR	Bronze	Arroyo High
Dencedy Guevarra IV	Information Technology Services	Bronze	Mt. Eden High
Guillermo Ferretiz-Lopez	Auto Refinishing Technology	Gold	Mt. Eden High
Diego Zambrano Perez	Auto Refinishing Technology	Bronze	Mt. Eden High
Bryan Vargas	Collision Damage Appraisal	Gold	Mt. Eden High
David Sahagun	Collision Damage Appraisal	Silver	Mt. Eden High

RECOMMENDATION

Information only

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Eden Area ROP Draft Vision Statement Review and Feedback

BACKGROUND

The Eden Area ROP Board Policy 0000: Vision calls for the adoption of a long-range vision for programs and activities “that focus on the achievement and well-being of all students.” The Eden Area ROP is guided by a clear, succinct, and concise Mission Statement that supports its daily work. The Eden Area ROP has not established a formal Vision Statement in recent years.

Developing a long-range vision is a key component of building a strategic plan, one that outlines actionable steps informed by the organization’s vision and grounded in its mission.

Since the Spring of 2024, the Eden Area ROP has been working collaboratively with staff and students to identify a Vision Statement that is connected to the Mission Statement and Core Values and sets the strategic direction for planning and efforts.

CURRENT SITUATION

The Eden Area ROP’s Vision Statement development process includes a request for input and feedback from the Governing Board and final approval at a subsequent Governing Board meeting.

RECOMMENDATION

Information only

EdenAreaROP

Vision Statement Worksheet

Eden Area ROP Board Policy

Eden Area ROP Board Policy (BP) 0000: Vision asks us to adopt a long-range vision for our programs and activities, "that focus on the achievement and well-being of all students..." Developing a long-range vision is a critical component of developing a strategic plan that iterates action items informed by our vision and guided by our mission.

Definitions

- **Core Values:** Shared organizational values are the bedrock supporting all that we do. They set the tone and pallet for our vision, and power our efforts to execute the mission.
- **Mission Statement:** Present tense. Defines and focuses on our day-to-day work.
- **Vision Statement:** Future tense. Focuses on the ideal outcome of our work.
- **Student Learning Outcomes (SLOs):** Set the expected learning outcomes for all students.

Eden Area ROP Mission Statement

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

Eden Area ROP Core Values

We believe in the **Eden Area ROP**.

Equitable: We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

Accessible: We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

Restorative: We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

Outcomes: We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

Professional: We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

Eden Area ROP Student Learning Outcomes (SLOs)

Upon Graduation, Students successfully completing courses through Eden Area Regional Occupational Program will:

1. Demonstrate appropriate work ethic through:

- *Acting as a responsible citizen in the workplace and the community*
- *Modeling integrity, ethical relationships, and effective management*

2. Demonstrate career and college preparation through:

- *Applying appropriate technical skills and academic knowledge*
- *Developing an education and career plan aligned to personal goals*
- *Applying technology to enhance productivity*
- *Practicing personal health and understanding financial literacy*

3. Demonstrate effective communication through:

- *Communicating clearly, effectively, and with reason*
- *Working productively in teams while integrating cultural/global competence*

4. Demonstrate critical thinking skills through:

- *Utilizing critical thinking to make sense of problems and persevere in solving them*

Vision Statement Process

- Reviewed with EAROP Leadership Team July 2024
- Certificated Staff Feedback September 2024
- Classified Staff Feedback December 2025
- Coordinating Council Feedback January 2025
- EAROP Student Ambassadors March 2025
- EAROP Board May 2025

Next Steps:

1. May: Board Feedback
2. May: EAROP Staff Vote
3. June: Board approval
4. Summer 2025: Updating all documents and website

Proposed Eden Area ROP Vision Statements

1. Eden Area ROP students will embody our Core Values and use their learned skills and knowledge to be innovative, purpose-driven career and local community leaders, who empower the social and economic potential of everyone around them.

2. Eden Area ROP students will embody our Core Values, leveraging their trained skills and knowledge to become visionary leaders in their careers, inspiring social and economic growth in their communities.
3. Our vision is to model our Core Values and become passionate, purpose-driven leaders who use their skills and knowledge to inspire social-economic growth in our community.

Feedback Prompts:

- Which statement resonates with you the most and why?
- Is there anything missing from the statements?
- What is the most impactful phrase from any of the statements?
- Are there any slight changes that you feel would dramatically improve your favorite statement?

ACTION ITEMS

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Board Bylaw, and Exhibit

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date.

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

CURRENT SITUATION

The board policies, administrative regulations, board bylaw and exhibit listed below have been updated based on the feedback and discussion at the April 10, 2025 Governing Board meeting.

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

NUMBER	TYPE	TITLE	STATUS
1113	EI	District And School Websites	Revise
1312.2	BP	Complaints Concerning Instructional Materials	Revise
1340	BP	Access to District Records	Revise
1340	AR	Access to District Records	Revise
3311	BP	Bids	Revise
3311	AR	Bids	Revise
3311.1	BP	Uniform Public Construction Cost Accounting Procedures	Revise
3311.1	AR	Uniform Public Construction Cost Accounting Procedures	Revise
3312	BP	Contracts	Revise
3516.5	BP	Emergency Schedules	Revise
3580	BP	District Records	Revise
3580	AR	District Records	Revise
4151 4251 4351	BP	Employee Compensation	Revise
4158 4258 4358	BP	Employee Security	Revise

NUMBER	TYPE	TITLE	STATUS
4158 4258 4358	AR	Employee Security	Revise
5125	BP	Student Records	Revise
5125	AR	Student Records	Revise
5131	BP	Conduct	Revise
5131.6	BP	Alcohol and Other Drugs	Revise
5131.6	AR	Alcohol and Other Drugs	Revise
5131.8	BP	Mobile Communication Devices	Revise
5141.52	BP	Suicide Prevention	Revise
5141.52	AR	Suicide Prevention	Revise
5145.13	BP	Response to Immigration Enforcement	Revise
5145.13	AR	Response to Immigration Enforcement	Revise
9260	BB	Legal Protection	Revise

RECOMMENDATION

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

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

Status: DRAFT

Original Adopted Date: 11/04/2021 | **Last Revised Date:** 11/07/2024 | **Last Reviewed Date:** 11/07/2024

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEBSITE

This exhibit is a non-exhaustive list of materials which the law explicitly requires be posted on Eden Area ROP websites. Other legal requirements may exist and may be identified in the future.

Materials to Prominently Display

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

The following must be posted in a prominent location on the Eden Area ROP's website, such as on the home page when required by law:

1. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the Eden Area ROP's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.
2. The Eden Area ROP's policy on student suicide prevention (Education Code 234.6). See BP 5141.52 - Suicide Prevention.
3. The Eden Area ROP's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.
4. The Eden Area ROP's policy on preventing and responding to hate violence, if the Eden Area ROP has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.
5. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
6. Information regarding Title IX prohibitions against discrimination based on a student's sex, including sex stereotypes, sex characteristics, gender, gender identity, sexual orientation, pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery, and parental, family, and marital status; that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education's Office for Civil Rights (OCR); the name and contact information of the Title IX Coordinator; how to locate the Eden Area ROP's nondiscrimination policy and grievance procedures; how to report information about conduct that may constitute sex discrimination under Title IX; the rights of students and the public as specified in Education Code 221.8; the responsibilities of the Eden Area ROP under Title IX; web links to information about those rights and responsibilities on the websites of the Office for Equal Opportunity and OCR; a description of how to file a complaint of noncompliance under Title IX with specified components; and a link to Title IX information posted on the California Department of Education's (CDE) website (Education Code 221.6, 221.61, 234.6; 34 CFR 106.2, 106.8, 106.10). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sex Discrimination and Sex-Based Harassment.
7. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.
8. Posters published by the California Civil Rights Department (CRD) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "The Rights of Employees Who Are Transgender or Gender Nonconforming," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950).

See AR 4030 - Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

Other Postings

The following materials are also required to be posted on the Eden Area ROP website. However, there are no specific requirements related to where they are posted on the website.

9. The Eden Area ROP's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.
 10. The section(s) of the Eden Area ROP's employee code of conduct addressing interactions with students. These section(s) or a link to them shall be posted on the Eden Area ROP's website in a manner that is accessible to the public without a password. (Education Code 44050) See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.
 11. The school's or Eden Area ROP's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5. The plan shall be posted on the Eden Area ROP's website (Education Code 17611.5). See AR 3514.2 Integrated Pest Management.
 12. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed (Public Resources Code 21082.1, 21092, 21092.2). See BP 7150 - Site Selection And Development.
 13. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the Eden Area ROP's website.) In addition, if a school loses its WASC or other agency's accreditation, the Eden Area ROP and school shall post on their websites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.
 14. The dangers associated with using synthetic drugs that are not prescribed by a physician, such as fentanyl, and of the possibility that dangerous synthetic drugs can be found in counterfeit pills (Education Code 48985.5).
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Policy 1312.2: Complaints Concerning Instructional Materials

Status: DRAFT

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

The Governing Board uses a comprehensive process to adopt Eden Area Regional Occupational Program (Eden Area ROP) instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of Eden Area ROP staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their student's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed.

The Eden Area ROP shall accept complaints concerning instructional materials only from staff, member district residents, or the parents/guardians of students enrolled in Eden Area ROP. (Education Code 35160)

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 or 244 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

When deliberating upon challenged materials, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials align with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider the educational philosophy and vision of the Eden Area ROP; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities and/or experts; reviews of the materials by reputable bodies; the stated objectives in using the materials; community standards; the allegations in the complaint, including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

Additionally, the Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not authorize the continued use of an adopted textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

Any challenged instructional material that is reviewed by the Eden Area ROP shall not be subject to further reconsideration for 12 months, unless required by law.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

Policy 1340: Access To District Records

Status: DRAFT

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

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

The Governing Board recognizes the right of citizens to have access to public records of the Eden Area Regional Occupational Program (Eden Area ROP). The Board intends to provide any person reasonable access to the public records of the Eden Area ROP during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through an Eden Area ROP-provided device or account or through an employee's or Board member's personal device or account.

The Eden Area ROP may charge for copies of public records or other materials requested by individuals or groups, in accordance with law and as specified in the accompanying administrative regulation.

In order to help maintain the security of Eden Area ROP records, members of the public granted access shall examine records in the presence of an Eden Area ROP staff member.

Regulation 1340: Access To District Records

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.

This administrative regulation is a non-exhaustive list of records that may be defined as either public or exempt and/or confidential. Other records which fall into these definitions may exist and may be identified in the future.

Definitions

Public records include any writing containing information relating to the conduct of the Eden Area ROP business prepared, owned, used, or retained by the Eden Area ROP regardless of physical form or characteristics. (Government Code 7920.530)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 7920.545)

Member of the public means any person, except a member, agent, officer, or employee of the Eden Area ROP or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 7920.515)

Public Records

Unless otherwise exempt from disclosure, public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved Eden Area ROP budgets and annual audits (Education Code 41020, 42103)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)
6. Meeting agendas (Government Code 54957.5)
7. Official communications between the Eden Area ROP and other government agencies
8. Eden Area ROP and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law
9. Initial proposals of exclusive employee representatives and of the Eden Area ROP, once presented at an Eden Area ROP Governing Board meeting (Government Code 3547)
10. Records pertaining to claims and litigation against the Eden Area ROP which have been adjudicated or settled (Government Code 7927.200, 7927.205)
11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)
12. Documents containing names, salaries, and pension benefits of Eden Area ROP employees
13. Employment contracts and settlement agreements (Government Code 53262)
14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)
15. Executed contracts for the purchase of goods or services, even if the contract contains provisions specifying

that the contract is confidential or a proprietary record of the vendor (Government Code 7928.801)

Access to public records of the Eden Area ROP shall be granted to Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 7921.305, 7921.310)

Exempt and Confidential Public Records

Records exempt from disclosure under the California Public Records Act (CPRA) include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the Eden Area ROP in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 7927.500)
2. Records specifically generated in connection with or prepared for use in litigation to which the Eden Area ROP is a party or to respond to claims made against the Eden Area ROP pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 7927.200, 7927.205)
3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 7927.700)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees shall only be disclosed as follows: (Government Code 7928.300)

- a. To an agent or a family member of the employee
 - b. To an officer or employee of a state agency or county office of education when necessary for the performance of official duties
 - c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed
 - d. Upon written request of any employee, the Eden Area ROP shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the Eden Area ROP shall remove this information from any mailing list of the Eden Area ROP except a list used exclusively to contact the employee.
 - e. To an agent or employee of a health benefit plan providing health services or administering claims for health services to Eden Area ROP employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents
4. The home address, telephone number, or both the name and assessor parcel number associated with the home address of any elected or appointed official posted by the Eden Area ROP online without first obtaining the written permission of that individual (Government Code 7928.205)
 5. Student records, except directory information and other records to the extent permitted by law and Eden Area ROP policy (Education Code 49073, 49076; 20 USC 1232g; 34 CFR 99.1-99.8)
 6. Test questions, scoring keys, and other examination data except as provided by law (Government Code 7929.605)
 7. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the Eden Area ROP relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 7928.705)
 8. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive

disadvantage to the person supplying the information (Government Code 7925.000)

9. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library, to persons authorized in writing by the individual to whom the records pertain, or by court order (Government Code 7927.100, 7927.105)
10. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 7927.705)
11. Documents prepared by or for the Eden Area ROP to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt Eden Area ROP operations and that are for distribution or consideration in closed session (Government Code 7929.200)
12. Information security record if disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the Eden Area ROP (Government Code 7929.210)
13. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the Eden Area ROP (Government Code 7924.110)
14. Minutes of Board meetings held in closed session (Government Code 54957.2)
15. Computer software developed by the Eden Area ROP (Government Code 7922.585)
16. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 7926.400, 7930.000-7930.215)
17. Any other records listed as exempt from public disclosure in the CPRA or other statutes
18. Any other records for which the Eden Area ROP can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 7922.200, 7928.300)

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed. (Education Code 234.7; Government Code 8310.3)

Inspection of Records, Requests for Copies, and Recovery of Costs

Any person may request a copy or inspection of any Eden Area ROP record that is open to the public and not exempt from disclosure. (Government Code 7922.530)

Within 10 days of receiving any request to inspect or copy an Eden Area ROP record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the Eden Area ROP's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 7922.535)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 7922.535)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request

2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the Eden Area ROP (e.g., two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data
5. The need to search for, collect, and appropriately examine records during a state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act in the jurisdiction where the Eden Area ROP is located when the state of emergency currently affects, due to the state of emergency, the Eden Area ROP's ability to timely respond to staffing shortages or closure of facilities where the requested records are located (Government Code 8567)

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 7922.535)

Public records shall be open to inspection at all times during Eden Area ROP office hours. If a portion of the requested record(s) is exempt from disclosure, any non-exempt, reasonably segregable portion of the record shall be made available for inspection after deletion of the portions exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable, non-exempt record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 7922.530)

If only a portion of the identified record is exempt from disclosure, the record's exempt material shall be redacted prior to disclosure.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication in accordance with law. Written requests to waive the fee shall be submitted to the Superintendent or designee.

In addition to maintaining public records for public inspection during Eden Area ROP office hours, the Eden Area ROP may comply with public records requests by posting any public record on the Eden Area ROP's website and, in response to a public records request, directing the member of the public to the location on the website where the record can be found. However, if the member of the public is unable to access or reproduce the record from the website, the Eden Area ROP shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 7922.545)

If any person requests that a public record be provided in an electronic format, the Eden Area ROP shall make that record available in any electronic format in which it holds the information. The Eden Area ROP shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the Eden Area ROP to create copies for its own use or for use by other agencies. (Government Code 7922.570)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 7922.575)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 7922.600)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the CPRA shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 7922.500, 7922.540)

Policy 3311: Bids

Status: DRAFT

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

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the Eden Area Regional Occupational Program (Eden Area ROP), including when contracting for public projects involving Eden Area ROP facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the Eden Area ROP, such contracts shall be made using competitive bidding.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

The Superintendent or designee shall establish comprehensive bidding procedures for the Eden Area ROP in accordance with Government Code 54202, and that meet the requirements for bidding procedures specified in law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

When calling for bids, the Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, service required, and include all information of which the Eden Area ROP knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Award of Contract

Contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

However, the Board may let contracts to other than only the lowest responsible bidder in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406
5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the Eden Area ROP, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)
6. When procuring an alternative design-build contract for a public works project in excess of \$5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low

bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

Protests by Bidders

If the bidder believes that the award is not in compliance with law, Board policy, administrative regulation, or the bid specification, the bidder may protest the award. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protested documents in a timely manner shall constitute a waiver of the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Bids Not Required

When the Board has determined that it is in the best interest of the Eden Area ROP, the Eden Area ROP may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property, including the lease of data-processing equipment or the purchase of materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the Eden Area ROP in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor. (Public Contract Code 20118)

Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the Eden Area ROP may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the Eden Area ROP and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on a cost and saving comparison finding specified in Government Code 4217.12. (Government Code 4217.12)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

Regulation 3311: Bids

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 11/02/2023 | **Last Reviewed Date:** 11/02/2023

Advertised/Competitive Bids

The Eden Area Regional Occupational Program (Eden Area ROP) shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving an Eden Area ROP owned, leased, or operated facility
2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:
 - a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the Eden Area ROP
 - b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
 - c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping an Eden Area ROP facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance also includes landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance does not include painting, repainting, or decorating, other than minor repainting; janitorial or custodial services; and protection provided by security forces. (Public Contract Code 20115, 22002)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the Eden Area ROP, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. Additionally, the Superintendent or designee may post the notice on the Eden Area ROP's website or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and website where bids will be opened. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

For lease-leaseback, design-build, and alternative design-build projects, the notice shall additionally specify that the project is subject to skilled and trained workforce requirements. (Education Code 17250.25, 17250.62, 17407.5; (Public Contract Code 2600, 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover (Public Contract Code 20111)

The Eden Area ROP may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to

the Eden Area ROP, a certified check made payable to the Eden Area ROP, or a bidder's bond executed by an admitted surety insurer and made payable to the Eden Area ROP. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the Eden Area ROP, bids not presented on the standard form shall be disregarded (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted (Public Contract Code 20117)
6. If the Eden Area ROP requires that the bid includes prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid (Public Contract Code 20103.8) 60

In the absence of such a specification, only the method provided in Item #6a below shall be used. (Public Contract Code 20103.8)

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the Eden Area ROP before the first bid is opened (Public Contract Code 20103.8)

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the Eden Area ROP before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the Eden Area ROP shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract
 - a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give the bidder an opportunity to respond to the determination
 - b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of the bidder's right to present evidence of the bidder's responsibility at a hearing before the Board
8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly state general funds, by the School Facilities Program funds, or other future state school bond, the Eden Area ROP shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the Eden Area ROP, before the date fixed for the public opening of sealed bids
2. Prospective bidders shall be prequalified by the Eden Area ROP five or more business days, as determined by the Eden Area ROP, before the date fixed for the public opening of sealed bids

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the Eden Area ROP, before the date fixed for the public opening of sealed bids. (Public Contract Code 20111.6)

For all other contracts requiring competitive bidding, the Eden Area ROP may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the Eden Area ROP at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Bids Not Required

Without taking estimates or advertising for bids, supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

The Eden Area ROP may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

Policy 3311.1: Uniform Public Construction Cost Accounting Procedures

Status: DRAFT

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

In awarding contracts for public works projects involving Eden Area Regional Occupational Program (Eden Area ROP) facilities, the Governing Board desires to obtain the best value to the Eden Area ROP and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Governing Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA) pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

The Governing Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

If after the first invitation of bids pursuant to informal or formal bidding procedures under UPCCAA all bids are rejected, the Board may, by passage of a resolution by three-fourths vote, declare the project can be performed more economically by the employees of the Eden Area ROP. (Public Contract Code 22038)

Projects awarded through UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

Emergency Actions

When formal bids are required by law, but an emergency necessitates immediate repair or replacements, the Governing Board may, upon a three-fourths vote of the Governing Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Governing Board and/or contractor. The emergency action shall subsequently be reviewed by the Governing Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

Regulation 3311.1: Uniform Public Construction Cost Accounting Procedures

Status: DRAFT

Original Adopted Date: 03/05/2020

Public project, in regard to the Uniform Public Construction Cost Accounting Act (UPCCAA), means any of the following: (Public Contract Code 22002)

1. Construction, reconstruction, erection, installation, alteration, renovation, improvement, demolition, and repair work involving any Eden Area ROP-owned, leased, or operated facility
2. Painting or repainting of any Eden Area ROP-owned, leased, or operated facility

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$75,000 or less may be performed by Eden Area ROP employees by force account, negotiated contract, or purchase order (Public Contract Code 22032)
2. Contracts for public projects of \$220,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall prepare a notice inviting informal bids, which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids

This notice shall be disseminated by mail, fax, or email to either or both of the following:

- i. All contractors on a list of qualified contractors maintained by the Eden Area ROP for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due
 - b. The Eden Area ROP shall review the informal bids that were submitted and award the contract, as follows:
 - i. The contract shall be awarded to the lowest responsible bidder

If two or more bids are the same and the lowest, the Eden Area ROP may accept the one it chooses.
 - ii. If all bids received through the informal process are in excess of \$220,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a three-fourths vote to award the contract at \$235,000 or less and the Governing Board determines the Eden Area ROP's cost estimate is reasonable
 - iii. At its discretion, the Eden Area ROP may reject all bids presented and declare that the project can be more economically performed by Eden Area ROP employees, provided that the Eden Area ROP notifies an apparent low bidder, in writing, of the Eden Area ROP's intention to reject the bid

Such notice shall be mailed at least two business days prior to the hearing at which the Eden Area ROP intends to reject the bid.
 - iv. If no bids are received through the informal bid procedure, the project may be performed by Eden Area ROP employees by force account or negotiated contract
3. Public projects of more than \$220,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. The Superintendent or designee shall prepare a notice inviting formal bids, which states the time and place for receiving and opening sealed bids and distinctly describe the project

The notice shall be disseminated in both of the following ways:

- i. Through publication in a newspaper of general circulation in the Eden Area ROP's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the Eden Area ROP as places for posting its notices

Such notice shall be published at least 14 calendar days before the date that bids will be opened.

In addition to the notice required above, the Eden Area ROP may give such other notice as it deems proper.

- b. The Eden Area ROP shall review the formal bids that were submitted and award the contract as follows:

- i. The contract shall be awarded to the lowest responsible bidder

If two or more bids are the same and the lowest, the Eden Area ROP may accept the one it chooses.

- ii. At its discretion, the Eden Area ROP may reject all bids presented and declare that the project can be more economically performed by Eden Area ROP employees, provided that the Eden Area ROP notifies an apparent low bidder, in writing, of the Eden Area ROP's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the Eden Area ROP intends to reject the bid

Such notice shall be mailed at least two business days prior to the hearing at which the Eden Area ROP intends to reject the bid.

- iii. If no bids are received through the formal bid procedure, the project may be performed by Eden Area ROP employees by force account or negotiated contract
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Policy 3312: Contracts

Status: DRAFT

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

The Governing Board recognizes its responsibility to enter into contracts on behalf of the Eden Area Regional Occupational Program (Eden Area ROP) for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of the Eden Area ROP vision and goals. In exercising this authority to enter into a contract, the Board shall ensure that the Eden Area ROP is protected and that the terms of the contract conform to any applicable legal standards, including, but not limited to, bidding requirements in Public Contract Code 20111.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the Eden Area ROP. To be valid or to constitute an enforceable obligation against the Eden Area ROP, all such contracts must be approved and/or ratified by the Board. (Education Code 17604, 17605, 35161)

Unless otherwise exempt from disclosure under state or federal law, executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, are public records to which members of the public shall have access. (Government Code 7928.801)

No contract shall prohibit an Eden Area ROP employee from disparaging the goods or services of any contracting party. (Education Code 35182.5)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board
2. Makes a finding that the electronic product or service is or would be an integral component of the education of students
3. Makes a finding that the Eden Area ROP cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students
4. As part of the Eden Area ROP's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning centers
5. Offers parents/guardians the opportunity to request in writing that the student not be exposed to the program that contains the advertising.

A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

The Eden Area ROP may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the Eden Area ROP that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other Eden Area ROP employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the Eden Area ROP
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than

those required or specifically permitted by the contract

4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content
8. A description of how the Eden Area ROP and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

In addition, the Eden Area ROP may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exist: (Education Code 45103.1)

1. The contract is for new Eden Area ROP functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors
 2. The services contracted are not available within the Eden Area ROP, cannot be performed satisfactorily by Eden Area ROP employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the Eden Area ROP
 3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented
 4. The Eden Area ROP's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary Eden Area ROP hiring process
 5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply
 6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the Eden Area ROP in the location where the services are to be performed
 7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the Eden Area ROP's regular or ordinary hiring process would frustrate their very purpose
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Policy 3516.5: Emergency Schedules

Status: DRAFT

Original Adopted Date: 03/05/2020

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental, health, or weather conditions, or other emergencies, warrant.

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the Eden Area Regional Occupational Program (Eden Area ROP) from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall notify the superintendents of Eden Area ROP's four feeder districts.

The Superintendent or designee shall establish a system for informing students and parents/guardians with timely notice in advance of any changes to the school day, a school closure, or if school buses are not operating as scheduled. The Eden Area ROP's notification system may include, but is not limited to, notifying local television, streaming services, and/or radio stations; posting on the Eden Area ROP website(s) and/or social media account(s); sending email and text messages; and/or making telephone calls.

When the Eden Area ROP makes any notification to students and/or parents/guardians utilizing an automatic dialing-announcing device, the device shall be operated by a person who shall follow all procedures required by law prior to operating the device, and disconnect the device from the telephone line upon the termination of the call. (Public Utilities Code 2874)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in Board Policy/Administrative Regulation 3516 – Emergencies and Disaster Preparedness Plan.

The Superintendent or designee may provide a means to make up lost instructional time later during the year.

Policy 3580: District Records

Status: DRAFT

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

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

The Governing Board recognizes the importance of securing and retaining Eden Area ROP documents. The Superintendent or designee shall ensure that Eden Area ROP records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with Eden Area ROP legal counsel, site administrators, Eden Area ROP information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of Eden Area ROP documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft, including damage, loss, or theft which may be caused by cybersecurity breaches.

The Superintendent or designee shall ensure that employees receive information about the Eden Area ROP's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold or California Public Records Act request established on the advice of legal counsel. Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect Eden Area ROP records from breaches to the Eden Area ROP's digital infrastructure.

If the Eden Area ROP experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

Safe at Home Program

Eden Area ROP public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish Eden Area ROP residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

Regulation 3580: District Records

Status: DRAFT

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

Classification of Records

Records means all records, maps, books, papers, and documents of a school Eden Area ROP required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of a continuing nature, such as documents that are active and useful for administrative, legal, fiscal, or other purposes over a period of years, shall not be classified until such usefulness has ceased. (5 CCR 16022)

Any historical inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from Eden Area ROP ownership. (5 CCR 16022)

A student's cumulative record, if not transferred, is a continuing record until the student ceases to be enrolled in the Eden Area ROP. (5 CCR 16022)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254; 5 CCR 16022)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports

- a. Official budget
- b. Financial reports of all funds, including cafeteria and student body funds
- c. Audit of all funds
- d. Average daily attendance, including Period 1 and Period 2 reports
- e. Other major annual reports, including:
 - i. Those containing information relating to property, activities, financial condition, or transactions
 - ii. Those declared by Governing Board minutes to be permanent

2. Official Actions

- a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions not set forth verbatim in the minutes, but included by reference only
- b. The call for and the result of any elections called, conducted, or canvassed by the Board
- c. Records transmitted by another agency pertaining to its action with respect to Eden Area ROP reorganization

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of

compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid.

In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as a Class 1 (Permanent) record and the detailed records may then be classified as Class 3 (Disposable) records.

Information of a derogatory nature as defined in Education Code 44031 shall be retained as a Class 1 (Permanent) record only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records.

These include any related policy of liability insurance, except that these records cease to be Class 1 (Permanent) records one year after the claim has been settled or the statute of limitations has expired.

5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment.

In lieu of detailed records, a complete property ledger may be classified as a Class 1 (Permanent) record. The detailed records may then be classified as Class 3 (Disposable) records if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, amount paid, and comparable data if the unit is disposed of.

Class 2 - Optional Records

Any records considered temporarily worth keeping, but which are not Class 1 records, may be classified as Class 2 (Optional) records and shall be retained until reclassified as Class 3 (Disposable) records. If, by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified as Class 2 (Optional) records pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) records shall be classified as Class 3 (Disposable) records. These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent) records; and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as a Class 3 (Disposable) record. (5 CCR 16026, 16027)

Electronically Stored Information

Employees shall be required to regularly purge their email accounts and Eden Area ROP-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to Eden Area ROP business. The Superintendent or designee may check for appropriate use of any Eden Area ROP-owned equipment at any time.

Any person to whom an Eden Area ROP-owned computer, cell phone, or other electronic communication device is provided shall be notified about the Eden Area ROP's electronic information management system and, as necessary, provided training on the effective use of the device.

Policy 4151: Employee Compensation

Status: DRAFT

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

Final determination of compensation for staff members shall be solely the responsibility of the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board. The Superintendent shall make recommendations for compensation based upon approved salary guides.

Salary

Certificated personnel shall be compensated according to their placement on the current Certificated Salary Schedule. Final determination of compensation shall be the sole responsibility of the Superintendent or designee. The Superintendent shall make recommendations for compensation based upon the needs of the organization, the experience of the employee and approved salary schedules.

Paychecks will be available on the last working day of the month with certain exceptions published in the annual payroll schedule. Paychecks may be picked up by the employee or a designated person with instructions from the employee to the payroll department. Arrangements can be made to have automatic payroll deposits to a banking institution.

Employee Benefits

The Eden Area Regional Occupational Program (Eden Area ROP) will contribute funds annually toward the health and welfare benefits for full-time employees. Full-time employees must work six or more hours per day for at least 10 months per year.

Part-time employees will be eligible for pro-rated benefits based upon actual hours worked. Premiums for dental and vision insurance will be mandatory with acceptance of the benefit contribution.

Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate plus administration fee for up to 18 months.

Available Employee Benefits

1. Health, dental, and vision insurance
2. Life and accident insurance
3. Tax sheltered annuity (TSA)

The Eden Area ROP offers employees the opportunity to participate in a Tax Sheltered Annuity plan at the employee's expense. A list of Governing Board-approved annuity providers is available from the Personnel Office. The Governing Board and the Eden Area ROP assume no responsibility for any risk incurred by an employee's voluntary option to participate in an annuity plan.

4. CalPERS/CalSTRS/Retirement

Any certificated or classified employee working more than four hours a day automatically becomes a member of the California State Teachers Retirement System (CalSTRS) or a member of the California Public Employees Retirement System (CalPERS). The Eden Area ROP pays an additional contribution to the employee's retirement at the CalSTRS/CalPERS determined rate as applicable.

Optional Salary Deductions

Employees of the Eden Area ROP may elect to have amounts withheld from earnings as payments for the following:

- Professional Dues
- Health and Accident Insurance
- Life Insurance
- Income Protection Plan
- Annuities

Deductions shall be optional with each employee.

Overtime Compensation

Eden Area ROP employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

If the Eden Area ROP requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized by the Eden Area ROP, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt Eden Area ROP operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the Eden Area ROP determines an employee has been overpaid, the Eden Area ROP shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the Eden Area ROP through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the Eden Area ROP. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the Eden Area ROP shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the Eden Area ROP's claimed overpayment, the Eden Area ROP may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the Eden Area ROP before the overpayment is fully repaid, the Eden Area ROP shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the Eden Area ROP may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4251: Employee Compensation

Status: DRAFT

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

Final determination of compensation for staff members shall be solely the responsibility of the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board. The Superintendent shall make recommendations for compensation based upon approved salary guides.

Salary

Certificated personnel shall be compensated according to their placement on the current Certificated Salary Schedule. Final determination of compensation shall be the sole responsibility of the Superintendent or designee. The Superintendent shall make recommendations for compensation based upon the needs of the organization, the experience of the employee and approved salary schedules.

Paychecks will be available on the last working day of the month with certain exceptions published in the annual payroll schedule. Paychecks may be picked up by the employee or a designated person with instructions from the employee to the payroll department. Arrangements can be made to have automatic payroll deposits to a banking institution.

Employee Benefits

The Eden Area Regional Occupational Program (Eden Area ROP) will contribute funds annually toward the health and welfare benefits for full-time employees. Full-time employees must work six or more hours per day for at least 10 months per year.

Part-time employees will be eligible for pro-rated benefits based upon actual hours worked. Premiums for dental and vision insurance will be mandatory with acceptance of the benefit contribution.

Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate plus administration fee for up to 18 months.

Available Employee Benefits

1. Health, dental, and vision insurance
2. Life and accident insurance
3. Tax sheltered annuity (TSA)

The Eden Area ROP offers employees the opportunity to participate in a Tax Sheltered Annuity plan at the employee's expense. A list of Governing Board-approved annuity providers is available from the Personnel Office. The Governing Board and the Eden Area ROP assume no responsibility for any risk incurred by an employee's voluntary option to participate in an annuity plan.

4. CalPERS/CalSTRS/Retirement

Any certificated or classified employee working more than four hours a day automatically becomes a member of the California State Teachers Retirement System (CalSTRS) or a member of the California Public Employees Retirement System (CalPERS). The Eden Area ROP pays an additional contribution to the employee's retirement at the CalSTRS/CalPERS determined rate as applicable.

Optional Salary Deductions

Employees of the Eden Area ROP may elect to have amounts withheld from earnings as payments for the following:

- Professional Dues
- Health and Accident Insurance
- Life Insurance
- Income Protection Plan
- Annuities

Deductions shall be optional with each employee.

Overtime Compensation

Eden Area ROP employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

If the Eden Area ROP requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized by the Eden Area ROP, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt Eden Area ROP operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the Eden Area ROP determines an employee has been overpaid, the Eden Area ROP shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the Eden Area ROP through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the Eden Area ROP. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the Eden Area ROP shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the Eden Area ROP's claimed overpayment, the Eden Area ROP may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the Eden Area ROP before the overpayment is fully repaid, the Eden Area ROP shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the Eden Area ROP may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4351: Employee Compensation

Status: DRAFT

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

Final determination of compensation for staff members shall be solely the responsibility of the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board. The Superintendent shall make recommendations for compensation based upon approved salary guides.

Salary

Certificated personnel shall be compensated according to their placement on the current Certificated Salary Schedule. Final determination of compensation shall be the sole responsibility of the Superintendent or designee. The Superintendent shall make recommendations for compensation based upon the needs of the organization, the experience of the employee and approved salary schedules.

Paychecks will be available on the last working day of the month with certain exceptions published in the annual payroll schedule. Paychecks may be picked up by the employee or a designated person with instructions from the employee to the payroll department. Arrangements can be made to have automatic payroll deposits to a banking institution.

Employee Benefits

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Part-time employees will be eligible for pro-rated benefits based upon actual hours worked. Premiums for dental and vision insurance will be mandatory with acceptance of the benefit contribution.

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Available Employee Benefits

1. Health, dental, and vision insurance
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3. Tax sheltered annuity (TSA)

The Eden Area ROP offers employees the opportunity to participate in a Tax Sheltered Annuity plan at the employee's expense. A list of Governing Board-approved annuity providers is available from the Personnel Office. The Governing Board and the Eden Area ROP assume no responsibility for any risk incurred by an employee's voluntary option to participate in an annuity plan.

4. CalPERS/CalSTRS/Retirement

Any certificated or classified employee working more than four hours a day automatically becomes a member of the California State Teachers Retirement System (CalSTRS) or a member of the California Public Employees Retirement System (CalPERS). The Eden Area ROP pays an additional contribution to the employee's retirement at the CalSTRS/CalPERS determined rate as applicable.

Optional Salary Deductions

Employees of the Eden Area ROP may elect to have amounts withheld from earnings as payments for the following:

- Professional Dues
- Health and Accident Insurance
- Life Insurance
- Income Protection Plan
- Annuities

Deductions shall be optional with each employee.

Overtime Compensation

Eden Area ROP employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day and/or 40 hours in one work week. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

If the Eden Area ROP requires a classified employee in an exempt position to work on a holiday designated in law or by the Board, the employee shall be paid the regular pay for that day plus compensation or compensatory time off at a rate not less than the employee's normal rate of pay. (Education Code 45130)

When authorized by the Eden Area ROP, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months following the month the overtime was worked if the use of the compensatory time does not unduly disrupt Eden Area ROP operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the Eden Area ROP determines an employee has been overpaid, the Eden Area ROP shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the Eden Area ROP through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the Eden Area ROP. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the Eden Area ROP shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the Eden Area ROP's claimed overpayment, the Eden Area ROP may only recover the overpayment after pursuing appropriate legal action. (Education Code 44042.5)

If the employee separates from the Eden Area ROP before the overpayment is fully repaid, the Eden Area ROP shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the Eden Area ROP may exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4158: Employee Security

Status: DRAFT

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

The Governing Board expects a safe and orderly work environment for all employees. As part of the Eden Area Regional Occupational Program's (Eden Area ROP) comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any Eden Area ROP facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on Eden Area ROP property, at a school or Eden Area ROP activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, Eden Area ROP and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on Eden Area ROP property or at an Eden Area ROP-related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the Superintendent or designee immediately
2. Immediately notify the Superintendent or designee, who shall take appropriate action
3. Immediately call 911 and the Superintendent or designee

When informing the Superintendent or designee about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy 4258: Employee Security

Status: DRAFT

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

The Governing Board expects a safe and orderly work environment for all employees. As part of the Eden Area Regional Occupational Program's (Eden Area ROP) comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any Eden Area ROP facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on Eden Area ROP property, at a school or Eden Area ROP activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, Eden Area ROP and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

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Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on Eden Area ROP property or at an Eden Area ROP-related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the Superintendent or designee immediately
2. Immediately notify the Superintendent or designee, who shall take appropriate action
3. Immediately call 911 and the Superintendent or designee

When informing the Superintendent or designee about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy 4358: Employee Security

Status: DRAFT

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

The Governing Board expects a safe and orderly work environment for all employees. As part of the Eden Area Regional Occupational Program's (Eden Area ROP) comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any Eden Area ROP facility may be removed by the Superintendent or designee in accordance with Administrative Regulation 3515.2 - Disruptions.

Any employee against whom harassment, violence, or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order (TRO) on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Government Code 12945.8 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on Eden Area ROP property, at a school or Eden Area ROP activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, Eden Area ROP and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with Board policy, administrative regulation, and Penal Code 22810. Any employee authorized to carry or possess pepper spray on school property who is negligent or careless in the possession or handling of pepper spray is acting outside of the scope of employment and shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on Eden Area ROP property or at an Eden Area ROP-related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and do one of the following:

1. Confiscate the object and deliver it to the Superintendent or designee immediately
2. Immediately notify the Superintendent or designee, who shall take appropriate action
3. Immediately call 911 and the Superintendent or designee

When informing the Superintendent or designee about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Regulation 4158: Employee Security

Status: DRAFT

Original Adopted Date: 03/03/2022

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response.

Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

- a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process (Education Code 49079)

This information shall be based upon Eden Area Regional Occupational Program (Eden Area ROP) records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

- b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former Eden Area ROP and of the act that resulted in the suspension or expulsion (Education Code 48201)
- c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 48201, 49079)

2. Offenses Reported to the Eden Area ROP by a Court

- a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal or designee (Welfare and Institutions Code 827)
- b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability (Welfare and Institutions Code 827)
- c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. (Welfare and Institutions Code 827)

The information shall be further disseminated only when communication with the student,

parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff (Welfare and Institutions Code 827)

- d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the Eden Area ROP (Welfare and Institutions Code 827)

If the student is returned to a different Eden Area ROP, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new Eden Area ROP of attendance. (Welfare and Institutions Code 827)

- e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Qualifying Acts of Violence

When requested by an employee who is a victim of domestic violence, sexual assault, stalking, or other qualifying acts of violence, the Eden Area ROP shall provide the employee reasonable accommodations which may include the implementation of safety measures, including, but not limited to: (Government Code 12945.8)

1. A transfer, reassignment, or modified schedule
2. A changed work telephone or work station, including the permission to carry a telephone at work
3. An installed lock
4. Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace
5. Referral to a victim assistance organization
6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the Eden Area ROP. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking, or other qualifying act of violence. Such certification may include: (Government Code 12945.8)

1. A police report indicating that the employee, or a family member of the employee, was a victim
2. A court order protecting or separating the employee, or a family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee, or a family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the Eden Area ROP except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Government Code 12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation.

If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The Eden Area ROP shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Government Code 12945.8)

Use of Pepper Spray

The Superintendent or designee shall notify employees of the Eden Area ROP's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need to carry or possess pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the Eden Area ROP and, in accordance with law, a fine and/or imprisonment
3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals

Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

Regulation 4258: Employee Security

Status: DRAFT

Original Adopted Date: 03/03/2022

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response.

Additionally, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. Reports of an attack, assault, or physical threat shall be forwarded immediately to the Superintendent or designee. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

- a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process (Education Code 49079)

This information shall be based upon Eden Area Regional Occupational Program (Eden Area ROP) records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

- b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former Eden Area ROP and of the act that resulted in the suspension or expulsion (Education Code 48201)
- c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 48201, 49079)

2. Offenses Reported to the Eden Area ROP by a Court

- a. When informed by a court that a minor student has been found by the court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall expeditiously notify the school principal or designee (Welfare and Institutions Code 827)
- b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability (Welfare and Institutions Code 827)
- c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. (Welfare and Institutions Code 827)

The information shall be further disseminated only when communication with the student,

parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff (Welfare and Institutions Code 827)

- d. When a student is removed from school as a result of an offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the Eden Area ROP (Welfare and Institutions Code 827)

If the student is returned to a different Eden Area ROP, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new Eden Area ROP of attendance. (Welfare and Institutions Code 827)

- e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Qualifying Acts of Violence

When requested by an employee who is a victim of domestic violence, sexual assault, stalking, or other qualifying acts of violence, the Eden Area ROP shall provide the employee reasonable accommodations which may include the implementation of safety measures, including, but not limited to: (Government Code 12945.8)

1. A transfer, reassignment, or modified schedule
2. A changed work telephone or work station, including the permission to carry a telephone at work
3. An installed lock
4. Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace
5. Referral to a victim assistance organization
6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the Eden Area ROP. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee or their family member. (Government Code 12945.8)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking, or other qualifying act of violence. Such certification may include: (Government Code 12945.8)

1. A police report indicating that the employee, or a family member of the employee, was a victim
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Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation.

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Use of Pepper Spray

The Superintendent or designee shall notify employees of the Eden Area ROP's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need to carry or possess pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810
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3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals

Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

Regulation 4358: Employee Security

Status: DRAFT

Original Adopted Date: 03/03/2022

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response.

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- b. The principal or designee shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal or designee thinks may need the information in order to work with the student appropriately, to avoid being needlessly vulnerable, or to protect others from vulnerability (Welfare and Institutions Code 827)
- c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. (Welfare and Institutions Code 827)

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- e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

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1. A transfer, reassignment, or modified schedule
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2. A court order protecting or separating the employee, or a family member of the employee, from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee, or a family member of the employee, was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee, or a family member of the employee, as a victim shall be confidential and shall not be disclosed by the Eden Area ROP except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Government Code 12945.8)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, stalking, other specified offense, or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation.

If a new accommodation is needed, the Superintendent or designee shall follow the procedures described above when making the initial determination regarding effective reasonable accommodations. (Government Code 12945.8)

The Eden Area ROP shall not discharge or retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Government Code 12945.8)

Use of Pepper Spray

The Superintendent or designee shall notify employees of the Eden Area ROP's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need to carry or possess pepper spray and for how long the need is anticipated to last. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense pursuant to Penal Code 22810
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the Eden Area ROP and, in accordance with law, a fine and/or imprisonment
3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals

Negligent storage or use of the pepper spray may subject the employee to disciplinary action.

Policy 5125: Student Records

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, disclosure, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records in accordance with state and federal law.

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the Eden Area Regional Occupational Program (Eden Area ROP). The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled at the Eden Area ROP for at least 60 days. (Business and Professions Code 22584)

All appropriate personnel shall receive training regarding Eden Area ROP policies and procedures for gathering and handling sensitive student information, including which information should not be solicited.

The Eden Area ROP shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. In accordance with Board Policy 5145.13 – Response to Immigrant Enforcement, the Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena/warrant. If an Eden Area ROP employee receives such a request, the employee shall respond in accordance with Board Policy 5145.13 – Response to Immigrant Enforcement. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The Eden Area ROP or any Eden Area ROP employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, or disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. This prohibition does not apply to information that is aggregated and is not personally identifiable. (Government Code 8310.3)

The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any Eden Area ROP student, provided that the Eden Area ROP first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

Retention, Disclosure, and Security of Student Records

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence and breaches to the Eden Area ROP's digital infrastructure, in the retention or disclosure of student records. Additionally, in accordance with Board Policy 5145.13 – Response to Immigration Enforcement, all Eden Area ROP staff shall avoid the disclosure of information that may indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by law.

The Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the Eden Area ROP's digital infrastructure.

If the Eden Area ROP experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

Regulation 5125: Student Records

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 04/07/2022

Definitions

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Contractor or consultant is anyone with a formal written agreement or contract with the Eden Area Regional Occupational Program (Eden Area ROP) regarding the provision of services or functions outsourced by the Eden Area ROP. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Custodian of records is the employee responsible for the security of student records maintained by the Eden Area ROP and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the Eden Area ROP, whether routine or as a result of special circumstances, require access to information contained in student records.

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name

6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the Eden Area ROP reasonably believes knows the identity of the student to whom the student record relates

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the Eden Area ROP, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Student means any individual who is or has been in attendance at the Eden Area ROP and regarding whom the Eden Area ROP maintains student records. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the Eden Area ROP that are directly related to an identifiable student and maintained by the Eden Area ROP, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the Eden Area ROP. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information
2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee
3. Records created or received by the Eden Area ROP after an individual is no longer a student and that are not directly related to the individual's attendance as a student
4. Grades on peer-graded papers before they are collected and recorded by a teacher

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069.7; Family Code 3025)

However, the Eden Area ROP shall not disclose student records to a party, including a parent/guardian, who is legally prohibited from accessing records and information of a student pursuant to a restraining order. (Family Code 6323.5)

2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with exceptional needs who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined in 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076)

3. School officials and employees, consistent with the definition provided in "Definitions," above (Education Code 49076; 34 CFR 99.31)
4. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
5. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to Item #4 above (Education Code 49076)
6. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

7. Any Eden Area ROP attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
8. An Eden Area ROP attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
9. Any probation officer, Eden Area ROP attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

10. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

11. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the Eden Area ROP. (Education Code 49069.3)

12. A student age 14 years or older who is an unaccompanied minor experiencing homelessness as defined in 42 USC 11434a (Education Code 49076)
13. An individual who completes items #1-4 of the Caregiver's Authorization Affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

14. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232g)
15. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the Eden Area ROP provide special education and disciplinary records of a student with exceptional needs who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in Item #13 above. (Education Code 49076)

16. Designated peace officers or law enforcement agencies in cases where the Eden Area ROP is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the Eden Area ROP, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act (FERPA). (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the Eden Area ROP, in writing, that such an agreement has been made. (Education Code 49061)

Discretionary Access

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in connection with an emergency if the knowledge of the information is necessary to protect the health or safety of the student or other persons (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)
3. Organizations conducting studies on behalf of educational institutions or agencies for the purpose of

developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)

- a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted
 - c. The Eden Area ROP enters into a written agreement with the organization that complies with 34 CFR 99.31
4. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
 5. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract with the Eden Area ROP, excluding volunteers or other parties (Education Code 49076)
 6. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)
 7. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or FERPA. (Education Code 49076; 20 USC 1232g; 34 CFR 99.1-99.8)

De-identification of Records

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069.7; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (Education Code 49076; 5 CCR 431; 34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069.7; 5 CCR 431)

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the Eden Area ROP discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The Eden Area ROP's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the Eden Area ROP shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069.7)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining Eden Area ROP-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest
6. Law enforcement personnel seeking immigration-related information

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the Eden Area ROP may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Changes to Student Records

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No addition or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with Education Code 49070 and the process specified in Administrative Regulation 5125.3 - Challenging Student Records.

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date
3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence
5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation
7. Verification of or exemption from required immunizations
8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another Eden Area ROP, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the Eden Area ROP. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor
2. A log identifying persons or organizations who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry
4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
5. Language training records
6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or prohibition of student participation in specific programs
10. Results of standardized tests administered within the past three years
11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Routine discipline data
3. Verified reports of relevant behavioral patterns
4. All disciplinary notices
5. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the Eden Area ROP speak a single primary language other than English, then the Eden Area ROP shall provide these notices in that language. Otherwise, the Eden Area ROP shall provide these notices in the student's home language insofar as practicable. The Eden Area ROP shall effectively notify parents/guardians or eligible students with exceptional needs. (Education Code 48985, 49063; 5 CCR 431; 34 CFR 99.7)

The notice shall include: (Education Code 49063, 60900.5; 34 CFR 99.7, 99.34)

1. The types of student records kept by the Eden Area ROP and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. Eden Area ROP criteria for defining school officials and employees and for determining legitimate educational interest
5. Eden Area ROP policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law

11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school
12. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the Eden Area ROP to comply with 20 USC 1232g
13. A statement that the Eden Area ROP forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Updating Name and/or Gender of Former Students

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the Eden Area ROP shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the Eden Area ROP shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and Administrative Regulation 5125.3 - Challenging Student Records. (Education Code 49062.5)

Policy 5131: Conduct

Status: DRAFT

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

The Governing Board believes that all students have the right to be educated in a safe and positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using Eden Area Regional Occupational Program (Eden Area ROP) transportation.

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of Eden Area ROP rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption to the school program
3. Conduct that disrupts the orderly classroom or school environment
4. Willful defiance of staff's authority
5. Damage to or theft of property belonging to students, staff, or the Eden Area ROP
6. Obscene acts or use of profane, vulgar, or abusive language
7. Possession, use, or being under the influence of tobacco, alcohol, vaping or other prohibited substances
8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose with prior permission of the principal or designee (Penal Code 417.27)
9. Use of a smartphone or other mobile communication device in an unauthorized manner
10. Plagiarism or dishonesty on school work or tests
11. Wearing of any attire that violates Eden Area ROP dress codes
12. Tardiness or unexcused absence from school
13. Failure to remain on school premises in accordance with school rules
14. Other conduct prohibited by Education Code 48900-48915-48915

Employees are expected to enforce standards of conduct and when they observe or receive a report of a violation of these standards, to appropriately intervene, or seek assistance. As necessary, the employee shall refer the matter to a supervisor or the principal or designee.

When a school employee suspects that a search of a student or a student's belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with Board Policy and Administrative Regulation 5145.12 - Search and Seizure.

When a student uses any prohibited device, or uses a permitted device in an unauthorized manner, an Eden Area ROP employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

Students who violate Eden Area ROP rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or

denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or Eden Area ROP property, or substantially disrupts school activities.

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 Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 300-307

Civ. Code 1714.1

Ed. Code 200-270

Ed. Code 32280-32289.5

Ed. Code 35181

Ed. Code 35291-35291.5

Ed. Code 44807

Ed. Code 48900-48925

Ed. Code 51512

Pen. Code 288.2

Pen. Code 313

Pen. Code 417.25-417.27

Pen. Code 647

Pen. Code 653.2

Veh. Code 23123-23124

Description

[Duties of students](#)

[Liability of parent or guardian for act of willful misconduct by a minor](#)

[Prohibition of discrimination](#)

[School safety plans](#)

[Governing board authority to set policy on responsibilities of students](#)

[Rules](#)

[Teachers' duty concerning conduct of students](#)

[Suspension and expulsion](#)

[Prohibition against electronic listening or recording device in classroom without permission](#)

[Harmful matter with intent to seduce](#)

[Harmful matter](#)

[Laser scope or laser pointer](#)

[Use of camera or other instrument to invade person's privacy; misdemeanor](#)

[Electronic communication devices; threats to safety](#)

[Prohibitions against use of electronic devices while driving](#)

Federal

20 USC 1681-1688

Description

Title IX of the Education Amendments of 1972; discrimination based on sex

Management Resources

California Department of Education Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

CSBA Publication

Description

[Bullying at School, 2003](#)

Mahanoy Area School District v. B.L. (2021) 141 S.Ct. 2038

Lavine v. Blaine School District (2001, 9th Cir.) 257 F.3d 981

New Jersey v. T.L.O. (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Bethel School District No. 403 v. Fraser (1986) 478 U.S. 675

Emmett v. Kent School District No. 415 (2000) 92 F.Supp. 1088

J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094

LaVine v. Blaine School District (2000, 9th Cir.) 257 F.3d 981

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Policy 5131.6: Alcohol And Other Drugs

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences. The Superintendent or designee may develop comprehensive programs and activities to foster safe, healthy, and drug-free environments that support academic achievement.

The Superintendent or designee may collaborate with the county office of education, community-based organizations, health providers, law enforcement agencies, local child welfare agencies, postsecondary institutions, businesses, and other public and private entities in program planning, implementation, and evaluation.

Prevention and intervention programs and activities may include, but are not limited to: (20 USC 7118)

1. Evidence-based drug and violence prevention activities and programs that educate students against the use of alcohol, tobacco, cannabis, smokeless tobacco products, vaping devices and electronic cigarettes
2. Professional development and training for school staff, specialized instructional support personnel, and interested community members on drug prevention, education, early identification, intervention mentoring, recovery support services, and, where appropriate, rehabilitation referral
3. Programs and activities that provide mentoring and school counseling to all students, including students who are at risk of drug use and abuse

Intervention, Referral, and Student Assistance Programs

The Board strongly encourages any student who is using alcohol or drugs to discuss the matter with the student's parent/guardian or with any staff member. Students who disclose their use of alcohol or other drugs when seeking help from an intervention or recovery program shall not be disciplined for such use, including that, in accordance with Education Code 48900, students who voluntarily disclose their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended.

Opioid Antagonists

Students in middle school, junior high school, high school, or adult school, may carry fentanyl test strips or a federally approved opioid antagonist for the emergency treatment of persons suffering, or reasonably believed to be suffering, from an opioid overdose, while on a school site or participating in a school activity. (Education Code 49414.6)

Additionally, students 12 years of age or older, while on a school site or participating in school activities, may carry and administer a naloxone hydrochloride nasal spray or any other opioid overdose reversal medication that is federally approved for over-the counter nonprescription use for the purpose of providing emergency treatment to persons who are suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.35)

Enforcement and Discipline

Unless otherwise authorized by law, students shall not possess, use, or sell alcohol, tobacco, vaping or other drugs and related paraphernalia on school grounds or at school-sponsored activities.

The Superintendent or designee shall clearly communicate to all students, staff, and parents/guardians the Eden Area Regional Occupational Program (Eden Area ROP)'s policies, regulations, and rules related to the use of alcohol and other drugs.

Regulation 5131.6: Alcohol And Other Drugs

Status: DRAFT

Original Adopted Date: 06/05/2020

Intervention

Eden Area Regional Occupational Program (Eden Area ROP) staff shall intervene whenever students use alcohol or other illegal drugs while on school property or under school jurisdiction. Staff members who have a reasonable suspicion that a student may be under the influence of alcohol or drugs shall immediately notify the Superintendent or designee.

If the Superintendent or designee, observes or suspects that a student may be under the influence of alcohol or drugs, the Superintendent or designee may notify the student's parent/guardian. (Education Code 44049)

School staff shall not disclose confidential information provided during counseling by a student 12 years of age or older. A school counselor may report such information to the Superintendent or parent/guardian only when the counselor believes that disclosure is necessary to avert a clear and present danger to the health, safety or welfare of the student or other persons living in the school community. The school counselor shall not disclose such information to the parent/guardian if the counselor believes that the disclosure would result in a clear and present danger to the student's health, safety or welfare. (Education Code 44049, 49602)

Policy 5131.8: Mobile Communication Devices

Status: DRAFT

Original Adopted Date: 02/03/2022

The Governing Board recognizes that student use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, and could be harmful and disruptive of the instructional program in some circumstances. When on campus or when under the supervision of district employees, students may use smartphones and other of mobile communication devices only as permitted under this policy.

Students may use smartphones or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any applicable school rules.

Mobile communication devices shall be turned off during instructional time.

However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

1. In the case of an emergency, or in response to a perceived threat of danger
2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator
3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being
4. When the possession or use is required by the student's individualized education program

The Superintendent or designee may undertake measures or strategies in accordance with law, to limit student access to smartphones and other mobile communication devices on campus. (Education Code 48901.7)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

A student's personal electronic device shall not be searched without the consent of the student's parent/guardian, except pursuant to a lawfully issued warrant, when a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information, or when the search is otherwise permitted pursuant to Penal Code 1546.1.

When a student uses a mobile communication device in an unauthorized manner while at a school site or under the supervision and control of a district employee, the student may be disciplined and the Eden Area Regional Occupational Program (Eden Area ROP) employee may temporarily confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or Eden Area ROP property or substantially disrupts school activities.

The Eden Area ROP will not be responsible or liable for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

The Board shall review and, as necessary, update this policy at least once every five years. Any such review or update shall include significant stakeholder participation to ensure that the policy is responsive to the unique needs and desires of the school community.

Policy 5141.52: Suicide Prevention

Status: DRAFT

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

The Governing Board recognizes that suicide is a leading cause of death among youth, that prevention is a collective effort that requires stakeholder engagement, and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other associated trauma, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing and updating Eden Area ROP policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. (Education Code 215)

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include administrators, counselors, psychologists, social workers, nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the Eden Area Regional Occupational Program (Eden Area ROP) risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align Eden Area ROP policy with any existing community suicide prevention plans.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers
2. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious relationships among students
3. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
4. Crisis intervention protocols for addressing suicide threats or attempts
5. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with exceptional needs, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

Eden Area ROP employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging Eden Area ROP employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

Regulation 5141.52: Suicide Prevention

Status: DRAFT

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

Definitions

Mental health professional means an individual licensed or registered, or an intern or associate working towards licensure, by the Board of Behavioral Sciences or the Board of Psychology in the Department of Consumer Affairs. (Education Code 215)

Student suicide crisis means any of the following: (Education Code 215)

1. A student who is exhibiting suicidal thoughts or behaviors
2. A student who has completed a suicide risk assessment and is determined to be at risk of suicide
3. A student who is attempting to physically harm themselves or others

School mental health professional means a school employee with a clear or preliminary pupil personnel services credential with a specialization in school counseling, school social work, or school psychology, a credentialed school nurse, or a licensed, registered, or associate marriage and family therapist, professional clinical counselor, clinical social worker, educational psychologist, or psychologist under the supervision of a school employee with a pupil personnel services or administrative services credential. (Education Code 215)

Staff Development

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Training materials may also include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with exceptional needs, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors
3. Identification of students who may be at risk of suicide, including, but not limited to, warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide
6. The importance of early prevention and intervention in reducing the risk of suicide
7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed

9. Eden Area Regional Occupational Program (Eden Area ROP) procedures for responding after a suicide has occurred
10. Common misconceptions about suicide

Student Identification Cards

Student identification cards for students in grades 9-12 shall include the 988 Suicide and Crisis Lifeline and National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line, campus police or security, a local suicide prevention hotline telephone number, and/or a quick response (QR) code for the county's mental health resources website. (Education Code 215.5)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, school counselor, or designated reporter, who shall implement Eden Area ROP intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11164-11174.3. (Education Code 49602)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed.

Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the Eden Area ROP-designated spokesperson who shall not divulge confidential information. The Eden Area ROP's response shall not sensationalize suicide and shall focus on the Eden Area ROP's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Policy 5145.13: Response To Immigration Enforcement

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

Eden Area Regional Occupational Program (Eden Area ROP) staff shall not solicit or collect information or documents, and shall not seek or require information or documents to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members. (Education Code 234.7)

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the Eden Area ROP's programs and activities on the basis of the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

Resources and data collected by the Eden Area ROP shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall notify parents/guardians regarding their student's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

The Superintendent or designee shall develop procedures for addressing any immigration-related requests by a law enforcement officer for access to Eden Area ROP records, sites, or students.

The Superintendent or designee may provide training to staff regarding immigration issues, including information on responding to a request from a law enforcement officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by a law enforcement officer for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Regulation 5145.13: Response To Immigration Enforcement

Status: DRAFT

Original Adopted Date: 06/05/2020

Responding to Requests for Immigration-Related Information or Documents

Upon receiving any verbal or written request for information or documents related to a student's or family's immigration or citizenship status, Eden Area Regional Occupational Program (Eden Area ROP) staff shall:

1. Record or otherwise document the request and notify the Superintendent or designee about the request
2. Provide the student's parent/guardian or, if the student is at least 18 years old, the student, with notice, a description of the request, and any documentation provided to the Eden Area ROP describing the request, unless prohibited by a court order, judicial subpoena/warrant, or in cases involving investigation of child abuse, neglect, or dependency

Information or documents related to a student's immigration or citizenship status shall not be disclosed to a law enforcement officer without consent by the parent/guardian or, if the student is at least 18 years old, by the student, a court order, or judicial subpoena/warrant. To obtain written consent, the release of student information shall include the following information:

1. The signature and signature date of the parent/guardian, or student if the student is at least 18 years old
2. A description of the records to be disclosed
3. The reason for the release of information
4. The parties or class of parties receiving the information
5. A copy of the records to be released, if requested by the parent/guardian or student

In accordance with law and Board Policy 5125 - Student Records, the Superintendent or designee shall annually notify parents/guardians that the Eden Area ROP will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena/warrant.

Responding to Requests for Access to Students or School Grounds

Eden Area ROP staff shall receive parent/guardian consent or, if the student is at least 18 years old, the student's consent, before the student is interviewed or searched by any law enforcement officer for immigration enforcement purposes, unless the officer presents a court order or a judicial warrant.

A student's parent/guardian shall be immediately notified when a law enforcement officer requests or is able to interview, search, detain, or otherwise interact with the student for immigration enforcement purposes, unless prohibited by a court order or a judicial warrant, or in cases involving investigations of child abuse, neglect, or dependency. (Education Code 48906)

A law enforcement officer who requests to enter Eden Area ROP property which is not open to all visitors shall register in accordance with Board Policy 1250 - Visitors/Outsiders, except in cases where the officer states that exigent circumstances exist or as stated in a court order or judicial warrant. (Penal Code 627.2, 627.3)

As early as possible, Eden Area ROP staff shall notify the Superintendent or designee of any immigration enforcement-related request by a law enforcement officer for access to a student or to Eden Area ROP property, including service of lawful warrants, subpoenas, petitions, complaints, or other similar documents.

Responding to Law Enforcement Officers on Eden Area ROP Property

Eden Area ROP staff shall report the presence of any law enforcement officer on Eden Area ROP property for immigration enforcement purposes to the appropriate administrators.

Unless a law enforcement officer declares that exigent circumstances exist and demands immediate access to the campus, Eden Area ROP staff shall take the following actions when such an officer is actually or imminently present

on Eden Area ROP property for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent, principal, or designee, except under exigent circumstances that necessitate immediate action
2. Request to see and record or otherwise document the officer's credentials, including the officer's name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for, and then record or otherwise document, the officer's reason for being on Eden Area ROP property
4. Request that the officer produce any documentation that authorizes the officer's school access, make copies of all such documentation, and retain at least one copy for Eden Area ROP records
5. Contact and consult with the Eden Area ROP's legal counsel or Superintendent or designee
6. Follow the direction from the Eden Area ROP's legal counsel or Superintendent or designee

If the officer declares that exigent circumstances exist and demands immediate access to the campus, Eden Area ROP staff shall comply with the officer's orders and immediately contact the Superintendent or designee and then the Eden Area ROP's legal counsel.

Regardless of whether the officer declares that exigent circumstances exist, Eden Area ROP staff shall not attempt to physically impede the officer, even if the officer appears to be acting outside the law or in excess of the officer's stated or documented authorization. If an officer enters the premises without consent, Eden Area ROP staff shall document the officer's actions while on campus but only to the extent that it does not impede the officer's actions.

After the officer leaves Eden Area ROP property, Eden Area ROP staff shall promptly make written notes of all interactions with the officer, including:

1. A list or copy of the officer's credentials and contact information, if known
2. The identity of other Eden Area ROP staff known to have communicated with the officer
3. A description of the officer's request and activities
4. The type of documentation, such as a warrant or subpoena, that authorized the officer's request or actions, what was requested by the documentation, and whether the documentation was signed by a judge
5. Eden Area ROP staff's response to the officer's request
6. Any further action taken by the officer
7. Copies of any documents presented by the officer

Eden Area ROP staff shall promptly provide a copy of these notes and any associated documents Eden Area ROP staff has collected from the officer to the Eden Area ROP's legal counsel or other Eden Area ROP official designated by the Superintendent.

The Eden Area ROP's legal counsel or the Superintendent or designee shall submit a timely report to the Governing Board regarding the officer's requests and actions and the Eden Area ROP's response. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Parent/Guardian

The Superintendent or designee shall encourage parents/guardians to update their emergency contact information as needed at any time. The Superintendent or designee shall notify parents/guardians that the Eden Area ROP will only use information provided on the emergency cards in response to specific emergency situations and not for any

other purpose.

In the event that a student's parent/guardian is detained or deported by, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if Eden Area ROP personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

In an instance where a student's parent/guardian was detained or deported, the Superintendent or designee shall notify the student, as well as the individuals designated in the student's emergency contact information and any individual who presented a caregiver's authorization affidavit on behalf of the student, that the student continues to meet the residency requirements for attendance at the Eden Area ROP, if the student and student's parent/guardian who was detained or deported satisfy the conditions as specified in Education Code 48204.4.

The Superintendent or designee may refer a student or the student's family members to other resources for assistance, including, but not limited to, an U.S. Immigrant and Customs Enforcement detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

Bylaw 9260: Legal Protection

Status: DRAFT

Original Adopted Date: 06/05/2020

Liability Insurance

The Governing Board shall provide insurance necessary to protect Governing Board members from liability caused by a negligent act or omission that occurs within the scope of the Board member's office in accordance with Education Code 35208.

Protection Against Personal Liability

No Board member shall be liable for any harm caused by the Board member's negligent act or omission when acting within the scope of the Board member's responsibilities, including, but not limited to, Board responsibilities as specified in Board Bylaw 9000 – Role Of The Board. Additionally, no Board member shall be vicariously liable for injuries caused by the Eden Area ROP's acts or omissions. (Education Code 35208; Government Code 820.9)

In addition, no Board member shall be liable for any harm caused by the Board member's act or omission if the Board member was acting within the scope of the Board member's responsibilities, made in conformity with federal, state, and local laws, and made in furtherance of an effort to control, discipline, expel or suspend a student, or maintain order or control in the classroom or school. (20 USC 7946)

This protection against liability shall not apply when: (20 USC 7946)

1. The Governing Board member acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety
2. The Governing Board member caused harm by operating a motor vehicle
3. The Governing Board member was not properly licensed, if required, by the State for such activities
4. The Governing Board member was found by a court to have violated a federal or state civil rights law
5. The Governing Board member was under the influence of alcohol or any drug at the time of the misconduct
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the Governing Board member has been convicted in a court
7. The misconduct involved a sexual offense for which the Governing Board member has been convicted in a court

Nothing in this Board bylaw is intended to protect a Board member from criminal or civil liability for injury caused by the Board member's own wrongful conduct, for certain violations of law, including the Brown Act, or for liability from the requirement to reimburse the Eden Area ROP under certain circumstances as specified in law. (Government Code 820.9, 825, 825.6, 54959, 54960)



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the 2025-2026 High School Student Calendar

BACKGROUND

Each year the Eden Area ROP develops a school calendar based upon the calendars of the four districts it serves.

CURRENT SITUATION

All four of our member school districts have now adopted their respective school calendars. The attached Eden Area ROP high school student calendar is being presented to best align with those district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2025-2026 high school student calendar.

2025-2026 HIGH SCHOOL STUDENT CALENDAR

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

JULY						AUGUST						SEPTEMBER						OCTOBER					
M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F	
	1	2	3	*4						1		*1	2	3	4	5				1	2	3	
7	8	9	10	11		4	5	6	7	8		8	9	10	11	12		6	7	8	9	10	
14	15	16	17	18		11	12	13	14	15		15	16	17	18	19		*13	14	15	16	17	
21	22	23	24	25		18	19	20	21	22		22	23	24	25	26		20	21	22	23	24	
28	29	30	31		0	25	26	27	28	29	13	29	30				21	27	28	29	30	31	22
NOVEMBER						DECEMBER						JANUARY						FEBRUARY					
M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F	
3	4	5	6	7		1	2	3	4	5					*1	2		2	3	4	5	6	
10	*11	12	13	14		8	9	10	11	12		5	6	7	8	9		9	10	11	12	13	
17	18	19	20	21		15	16	17	18	19		12	13	14	15	16		*16	17	18	19	*20	
24	25	26	*27	*28		22	23	*24	*25	26		*19	20	21	22	23		23	24	25	26	27	
					14	29	30	31			14	26	27	28	29	30	18						15
MARCH						APRIL						MAY						JUNE					
M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F		M	T	W	TH	F	
2	3	4	5	6				1	2	3						1		1	2	3	4	5	
9	10	11	12	13		6	7	8	9	10		4	5	6	7	8		8	9	10	11	12	
16	17	18	19	20		13	14	15	16	17		11	12	13	14	15		15	16	17	18	*19	
23	24	25	26	27		20	21	22	23	24		18	19	20	21	22		22	23	24	25	26	
30	*31				20	27	28	29	30		19	*25	26	27	28	29	20	29	30				4

IMPORTANT DATES

July 4, 2025	Independence Day*
August 8, 2025	Teacher Work Day
No 10 month classified	
August 11, 2025	Professional Development
August 12, 2025	Professional Development
August 13, 2025	First Day of School
September 1, 2025	Labor Day*
October 13, 2025	Indigenous Peoples' Day*
November 11, 2025	Veterans Day*
November 24-28, 2025	Fall Break
No students, instructors, 10 month classified, 11 month classified & career counselor.	
November 27-28, Thanksgiving Holiday*	
December 18, 2025	End of 1st Semester
December 19, 2025	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 22-January 2	Winter Break
January 16, 2026	Professional Development
January 19, 2026	Martin Luther King Jr. Day*
February 16-20, 2026	Presidents' Week Break
No students, instructors, 10 month classified & career counselor.	
February 16 (Lincoln's Birthday) & February 20 (Presidents' Day) Holidays*	
March 31, 2026	Cesar Chavez Day*
March 30-April 3, 2026	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 25, 2026	Memorial Day*
June 4, 2026	Last Day of School
June 5, 2026	Teacher Work Day
No students & 10 month classified	
June 19, 2026	Juneteenth*

*Holidays

	Holidays/Breaks/Non-Instructional Day
	First/Last Day of School/End of Semester
	Professional Development (PD)/Teacher Work Day (TWD)

DISTRICTS' FIRST DAY OF CLASS

August 6, 2025	Castro Valley USD
August 14, 2025	Hayward USD
August 14, 2025	San Leandro USD
August 13, 2025	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 29, 2026	Castro Valley USD
June 5, 2026	Hayward USD
June 4, 2026	San Leandro USD
June 3, 2026	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction

Number of instructional days in a month are in the shaded gray boxes.

EMPLOYEE WORK CALENDAR

August 8, 2025-June 5, 2026	10 Month Certificated
Days Off: All holidays, all breaks & December 19	
August 4, 2025-June 15, 2026	Career Counselor
Days Off: All holidays, all breaks & December 19	
August 11, 2025-June 4, 2026	10 Month Classified
Days Off: All holidays, all breaks, August 8, December 19 & June 4	
July 30, 2025-June 30, 2026	11 Month Classified
Days Off: All holidays, Fall Break, Winter Break & Spring Break	
July 1, 2025-June 30, 2026	12 Month Classified
Days Off: All holidays & Winter Break	

Accredited by the Western Association of Schools and Colleges

Governing Board Approved: TBD

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 10-24/25: Day of the Teacher

BACKGROUND:

The CDE encourages schools to recognize May 14, 2025, as California Day of the Teacher. California Day of the Teacher, celebrated on the second Wednesday of May, arose out of legislation co-sponsored by the California Teachers Association and the Association of Mexican American Educators. Senator Joseph Montoya wrote the bill, which was adopted in 1982. California has patterned its celebration after the traditional El Dia del Maestro festivities observed in Mexico and other Latin American countries.

CURRENT SITUATION:

Schools throughout California, including the Eden Area Regional Occupational Program (ROP), will observe Day of the Teacher on May 14, 2025.

Resolution 10-24/25, attached for the Board's consideration, formally recognizes the commitment and contributions of Eden Area ROP's instructional staff to the success and development of students and the broader community.

The Eden Area ROP is proud of its outstanding teaching staff, whose dedication, expertise, and ability to build meaningful connections with students are fundamental to delivering a high-quality education.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 10-24/25: Day of the Teacher.

EdenAreaROP

RESOLUTION NO. 10-24/25

Day of the Teacher: May 14, 2025

WHEREAS, providing quality education to our young people continues to be our greatest challenge in education, as well as our most vital responsibility; and

WHEREAS, we rely on our teachers to ensure proper instruction in a wide variety of subjects, and

WHEREAS, the Eden Area Regional Occupational Program (Eden Area ROP) Governing Board recognizes the unique and highly specialized skills that are required to meet the needs of the students served by Eden Area ROP instructional programs, and are proud of the success that these programs have experienced in the past and in the present; and

WHEREAS, the members of the Eden Area ROP Governing Board wish to express their appreciation and respect for the teachers who are part of the Eden Area ROP instructional programs for the outstanding and meaningful contributions they are making to our students; and

WHEREAS, May 14, 2025 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 14, 2025

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of May 2025, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar	_____	_____	_____	_____
Juan Campos	_____	_____	_____	_____
Sara E. Raymond	_____	_____	_____	_____
Kenneth Rawdon	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 11-24/25: Classified Employee Week

BACKGROUND

The California Department of Education (CDE) encourages schools to recognize Classified School Employee Week annually during the third full week in May, from Sunday to Saturday.

CURRENT SITUATION

This year, Classified School Employee Week will be observed from May 18–24, 2025.

Classified employees play a vital role in supporting the education of students throughout California. Their dedication ensures that schools operate smoothly and that students have a safe, clean, and supportive learning environment.

Each year, school districts across the state take time during this week to honor and celebrate the essential contributions of classified staff.

The Eden Area ROP proudly joins in this statewide recognition and deeply values the hard work and commitment of its classified employees.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 11-24/25: Classified Employee Week.

EdenAreaROP RESOLUTION NO. 9-24/25

Classified Employee Week: May 18-24, 2025

WHEREAS, classified school employees contribute to the establishment and promotion of a positive learning environment; and

WHEREAS, classified school employees provide valuable services to the schools and students of the Eden Area Regional Occupational Program (Eden Area ROP); and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the students of the Eden Area ROP; and

WHEREAS, classified school employees employed by the Eden Area ROP strive for excellence in all areas relative to the educational community; and

WHEREAS, May 18-24, 2025 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all Eden Area ROP students and declare the week of May 18-24, 2025 as Classified Employees' Week at the Eden Area ROP.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of May 2025, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar	_____	_____	_____	_____
Juan Campos	_____	_____	_____	_____
Sara E. Raymond	_____	_____	_____	_____
Kenneth Rawdon	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 12-24/25: Temporary Borrowing Between Funds

BACKGROUND

Per Education Code 42603, it states that "The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred."

CURRENT SITUATION

Education Code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of Eden Area ROP to borrow between funds temporarily to address cash flow shortages and to permit the payment of obligations and expenditures that the District will incur for Fiscal Year 2025-2026.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 12-24/25: Temporary Borrowing Between Funds.

EdenAreaROP

RESOLUTION NO. 12-24/25

Temporary Borrowing Between Funds

WHEREAS, the Governing Board of the Eden Area Regional Occupational Program (Eden Area ROP) has determined that there may be insufficient cash to meet current obligations; and

WHEREAS, Education Code 42603 states that "The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations... [and that the] ... transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account."

NOW, THEREFORE, BE IT RESOLVED that in accordance with Education Code 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code 42603.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of May 2025, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar	_____	_____	_____	_____
Juan Campos	_____	_____	_____	_____
Sara E. Raymond	_____	_____	_____	_____
Kenneth Rawdon	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 13-24/25: Year End Budget Transfers of Funds

BACKGROUND

Per Education Code 42600, it states that "Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by written resolution of the board of education of any school district governed by a board of education... A resolution providing for the transfers specified in this section shall be approved by a majority vote of the members of the governing board." Education Code 42601 continues on by stating that "At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year." Furthermore, Education Code 42602 states that "the governing board of any school district may, by a majority vote of its membership, and with the approval of the county superintendent of schools, budget and use any unbudgeted income provided during the fiscal year from any source." Education Code 42610 concludes by saying that "the governing board of the school district shall, by formal action of the board, pass a resolution setting forth the need according to major classification of school district expenditures to be met from any portion of the general reserve derived from assured income in excess of the total amount anticipated in the budget."

CURRENT SITUATION

Education Codes cited above permits the Governing Board authority to delegate duties to an officer of the District. Therefore, this action item authorizes the Superintendent of Eden Area ROP to make budget transfers as may be needed between classifications or between undistributed reserves and the various revenue/expenditure classifications in order to permit the payment of obligations of the District incurred in Fiscal Year 2025-2026.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 13-24/25: Year End Budget Transfers of Funds.

EdenAreaROP

RESOLUTION NO. 13-24/25

Year End Budget Transfers of Funds

WHEREAS, the Governing Board on June 7, 2024, adopted its budget for Fiscal Year 2024-2025; and

WHEREAS, revenues will be received which were unanticipated at the time of budget adoption or will be received in amounts greater or less than the amount anticipated and budgeted; and

WHEREAS, expenditures in certain classifications will be required in excess of amounts budgeted; and

WHEREAS, amounts budgeted in certain other classifications will not be required for expenditure in those classifications; and

WHEREAS, Education Code 42602 states that the Governing Board “may, by a majority vote of its membership, and with the approval of the county superintendent of schools, budget and use any unbudgeted income provided during the fiscal year from any source”; and

WHEREAS, Education Codes 42600, 42601, 42602, and 42610 provide the Governing Board with the authority to transfer budgets between major expenditure classifications or from undistributed reserves; and

WHEREAS, Education Code 35161 states that the Governing Board “may execute any powers delegated by law to it or to the district of which it is the governing board... and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.”

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of Eden Area Regional Occupational Program (Eden Area ROP) is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in Fiscal Year 2024-2025 under the provisions of Education Code Sections 35161, 42600, 42601, 42602, and 42610.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of May 2025, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar	_____	_____	_____	_____
Juan Campos	_____	_____	_____	_____
Sara E. Raymond	_____	_____	_____	_____
Kenneth Rawdon	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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



DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 14-24/25: Authority to Sign Contracts for Fiscal Year 2025-2026

BACKGROUND

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to sign contracts on behalf of Eden Area ROP.

CURRENT SITUATION

By adopting Resolution 14-24/25, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for Fiscal Year 2025-2026. Driven by Public Contract Code 20118, all contracts signed by the individuals listed in Resolution 14-24/25 are ultimately ratified by the Board either by way of personnel appointments, approval of warrants, or other methods, in relation to purchasing, by limiting the authority to sign to correspond with bidding limitation.

This resolution is for Fiscal Year 2025-2026 and will be brought back to the Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 14-24/25: Authority to Sign Contracts for Fiscal Year 2025-2026.

EdenAreaROP

RESOLUTION NO. 14-24/25

Authority to Sign Contracts for Fiscal Year 2025-2026

WHEREAS, the Governing Board hereby delegates to the Administrators listed below the power to enter into contracts on behalf of the Eden Area Regional Occupational Program (Eden Area ROP) for current fiscal year, pursuant to Public Contract Code 20118.

WHEREAS, such power is limited to the subject matters and monetary limits set forth in Public Contract Code 20111 and 20112.

WHEREAS, such delegated power shall be exercised in accordance with the provisions of Public Contract Codes 20111, 20112, and 20118.

NOW, THEREFORE, BE IT RESOLVED, the officers to whom such power to enter into contracts is delegated are: Superintendent, Director of Adult Programs and Apprenticeships, Principal, Assistant Principal, Fiscal Services Administrator and Human Resources Administrator.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of May 2025, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar	_____	_____	_____	_____
Juan Campos	_____	_____	_____	_____
Sara E. Raymond	_____	_____	_____	_____
Kenneth Rawdon	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 15-24/25: Delegation of Powers to Agents for Fiscal Year 2025-2026

BACKGROUND

Per Education Code 17604, it states that “Wherever in this code the power to contract is invested in the governing board of the school district ... may by a majority of the board be delegated to its superintendent, or to any persons that he or she may designate, or if there be no district superintendent then to any other officer or employee of the district that the board may designate. The delegation of power may be limited as to time, money or subject matter or may be a blanket authorization in advance of its exercise, all as the governing board may direct. However, no contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board...” Education Code 17605 further states that the “governing board by majority vote may adopt a rule, delegating to any officer or employee of the district as the board may designate, the authority to purchase supplies, materials, apparatus, equipment, and services. No rule shall authorize any officer or employee to make any purchases involving an expenditure by the district in excess of the amount specified by Section 20111 of the Public Contract Code.”

CURRENT SITUATION

By adopting Resolution 15-24/25, per Education Codes 17604 and 17605, the Governing Board delegates authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to the Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting. Such power to contract will conform in all instances with the legal requirement of Public Contract Code 20111, 20112, 20114 and 20118.4.

By proceeding in this fashion, we have found that we are able to cut between 3-8 weeks from the normal time period for making commitments for various items within budget.

This resolution is for Fiscal Year 2025-2026 and will be brought back to the Governing Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 15-24/25: Delegation of Powers to Agents for Fiscal Year 2025-2026.

EdenAreaROP

RESOLUTION NO. 15-24/25

Delegation of Powers to Agents for Fiscal Year 2025-2026

WHEREAS, the Governing Board desires to streamline the procurement of goods, and services for the Eden Area Regional Occupational Program (Eden Area ROP); and

WHEREAS, delays in contracting and purchasing may cause increase cost and decreased services to the district, and

WHEREAS, Education Codes 17604 and 17605 allows the Governing Board of a school district may delegate the authority to enter into contracts, purchase of supplies, materials, apparatus, equipment and services with a blanket authorization.

NOW, THEREFORE, BE IT RESOLVED that the Eden Area ROP Governing Board hereby delegates the authority contained in Education Codes 17604 and 17605 to the Superintendent and/or designee(s); and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this delegation is for contracts, change orders, purchase of supplies, materials, apparatus, equipment and services for current fiscal year, if they are in the approved budget, and must be ratified by the Governing Board within sixty (60) days of incurring the expenses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20112, 20114 and 20118.4, equipment and services for Fiscal Year 2025-2026.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of May 2025, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar	_____	_____	_____	_____
Juan Campos	_____	_____	_____	_____
Sara E. Raymond	_____	_____	_____	_____
Kenneth Rawdon	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Zero-Emission Vehicle (ZEV) Technology Course Outline

BACKGROUND

The Eden Area ROP was awarded a grant through the California Air Resources Board to develop a high school Zero-Emission Vehicle (ZEV) Technology Program. In alignment with California's goal to transition to 100% zero-emission vehicle sales by 2035 and with the increasing demand for skilled technicians in clean energy and sustainable transportation, the Eden Area ROP seeks to expand its course offerings in the Systems Diagnostics, Service, and Repair Pathway, under the Transportation Sector. The addition of a Zero-Emission Vehicle (ZEV) Technology course is intended to provide students with up-to-date, industry-relevant training that prepares them for careers in emerging vehicle technologies.

This course outline was developed in consultation with industry partners, post-secondary institutions, and instructors with expertise in clean vehicle systems. Hatch Consultants, Chabot College and AC Transit have supported the development of this program. It is designed to introduce students to the fundamental principles of electric and hydrogen fuel cell vehicles, safety protocols, diagnostics, maintenance, and the latest advancements in zero-emission technologies.

CURRENT SITUATION

The Zero-Emission Vehicle Technology course outline has been reviewed by and received positive feedback from our industry and post-secondary partners. It aligns with the California Career Technical Education Model Curriculum Standards in Transportation and the needs of the regional labor market and has been approved for A-G "g" elective credit.

Approval of this course outline by the Governing Board will allow the Eden Area ROP to offer the course to high school students beginning in the 2025-2026 school year. The course will support students in building foundational knowledge and technical skills, earning industry-recognized certifications, and pursuing post-secondary education and employment in clean vehicle technology sectors.

RECOMMENDATION

It is recommended that the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology course outline.

COURSE TITLE		Zero-Emission Vehicle Technology I	
DATE		9/27/2025	DATE OF BOARD APPROVAL
INDUSTRY SECTOR/PATHWAY		Transportation/ Systems Diagnostics, Services and Repair/Infrastructure	
UC A-G APPROVED	"g"	ARTICULATION	Yes
GRADE LEVELS	11-12	PREREQUISITES	
ACADEMIC CREDIT		CERTIFICATION	
UNIT VALUE	1.0 (One year equivalent)	HONORS DISTINCTION	
INSTRUCTIONAL STRATEGIES			
Lecture & Demonstrations O Multimedia Sources O Labs/Stations O Project-Based Learning O Work-Based Learning			
INSTRUCTIONAL MATERIALS/ TEXTBOOKS			
(To be determined)			
OCCUPATIONS FOR IDENTIFIED PATHWAY			
Zero-Emission Vehicle (ZEV) Service Technicians, ZEV Service Mechanics, Helpers – Installation, Maintenance Repair, ZEV Master Mechanics, ZEV Specialty Technicians, ZEV Engineers, Machinist			
COURSE OVERVIEW			
The ZEV industry's fundamental concepts will be covered including both vehicle and supporting infrastructure technologies. Emerging ZEV technologies that will be studied include battery electric vehicles (BEV) and hydrogen fuel cell electric vehicles (FCEV). Skills and concepts that will be explored include careers, safety, tool identification and usage, vehicle systems, electrical fundamentals; service information access and use, ZEV battery technology, general shop equipment usage, and ZEV servicing.			
COURSE CONTENT			
Unit 1: Student Orientation and Overview At the conclusion of this unit, students will be able to: <ul style="list-style-type: none"> Understand and follow School Procedures and Policies Demonstrate an understanding of Classroom Procedures and Regulations Explore the different types of careers that are a part of the ZEV Industry Demonstrate understanding of concepts learned in this unit through a written assessment Pathway Standards: C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards. C2.0 Practice the safe and appropriate use of tools, equipment, and work processes. C5.0 Apply and understand appropriate business practices. C5.1 Identify work-related systems common to the transportation service industry. Common Core State Standards: 11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text. 11-12.9 Draw evidence from literary or informational texts to support analysis, reflection, and research. 11-12.10 By the end of grade 12, read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.			
Unit 2: General Shop and Personal Safety At the conclusion of this unit, students will be able to: <ul style="list-style-type: none"> Identify general shop safety rules and procedures. Utilize safe procedures for handling tools and equipment. Utilize proper ventilation procedures for working within the lab/shop area. Identify marked safety areas. Identify the location and the types of fire extinguishers and other fire safety equipment; demonstrate knowledge of the procedures for using fire extinguishers and other fire safety equipment. Identify the location and use of eye wash stations. Identify the location of the posted evacuation routes. Identify and wear appropriate clothing for lab/shop activities. 			

Zero-Emission Vehicle Technology Course Outline

- Identify types of Personal Protective Equipment (PPE) used in a shop environment
- Demonstrate knowledge and understanding of electrical emergencies and proper response
- Demonstrate proficiency in donning PPE
- Identify special safety tools for use with High Voltage
- Locate and demonstrate knowledge of Material Safety Data Sheets (MSDS) "Right to Know" laws.
- Identify and explain hazardous waste materials and proper disposal methods in accordance with local, state, and federal safety regulations.

Pathway Standards:

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C1.2 Practice the safe handling and storage of chemicals and hazardous wastes in accordance with Material Safety Data Sheets (MSDS) and the requirements of local, state, and federal regulatory agencies.

C1.4 Use appropriate personal protective equipment and safety practices.

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

C5.0 Apply and understand appropriate business practices.

C5.1 Identify work-related systems common to the transportation service industry.

C5.2 Know the laws and regulations applicable to recordkeeping and the appropriate handling and disposal of hazardous materials.

A6.0 Demonstrate safety practices pertaining to the transportation industry, including requirements of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Air Quality Management Districts (AQMDs), and other regulatory agencies.

Common Core State Standards:

11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.

ESS3.C Human Impacts on Earth Systems

Unit 3: Emergency Response / First Aid

At the conclusion of this unit, students will be able to:

- Perform Basic Life Support (BLS) / Cardiopulmonary Resuscitation (CPR) / First Aid/ Automated External Defibrillator (AED) Adults, Children, Infants for Red Cross Certification
- Identify types of injuries most common to working with EV's
- Demonstrate how to properly apply first aid in an emergency
- Demonstrate knowledge of locations to first aid equipment, eye stations, emergency phone, etc., within the shop environment

Pathway Standards:

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

Common Core State Standards:

11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.

Unit 4: Energy Production and Distribution

At the conclusion of this unit, students will be able to:

Background/Fundamentals of Energy

- Describe the history of energy sources and human energy usage.

Zero-Emission Vehicle Technology Course Outline

- Describe how fossil fuels were formed.
- Discuss the different types of fossil fuels, their recovery options, refining, and reserves.
- Describe how fossil fuels and other fuels are used for electricity generation in the U.S. and in individual states in the U.S.
- Identify energy sources suitable for transportation purposes vs those used for stationary power generation.
- Describe the different fuel and energy types that are used for alternative fuel vehicles
- Identify the advantages and disadvantages of each energy source
- Identify current energy production and distribution methods including primary components of an electrical distribution system: power plant, transformers, substations, breakers, switches, etc.

Environmental Impacts of Energy Use

- Contrast the carbon intensity of different fossil fuels.
- Discuss the effects of burning fossil fuels on air quality and climate change.
- Compare efficiency and emissions of internal combustion engine vehicles to ZEVs
- Explain the effects of energy usage and chemical release on the environment.
- Explain the chemistry and main components of photochemical smog and acid deposition.
- Describe how the emission of carbon dioxide, a product of the combustion of fossil fuels, is predicted to change the earth's average surface temperature, and how recent measurements of the earth's average surface temperature and the increasing atmospheric CO₂ concentration support the hypothesis that combustion of fossil fuels increases the earth's average surface temperature.
- Describe how the sun, the reflection from the earth's surface, and the absorption and emission of radiation from species in the air determine the earth's surface temperature.
- Evaluate the effects of increasing population on the use of natural resources and release of chemicals on the environment.

Renewable Energy

- Identify the types of renewable energy sources and which are viable zero-emissions options for transportation
- Compare the heating values of fossil fuels with pure chemicals such as hydrogen.
- Describe the need for energy storage as renewable energy is used to replace fossil fueled electricity generation.
- Identify and analyze innovations in sustainable energy production (e.g. microgrids, carbon capture, etc.)

Environment and Transportation Policy

- Review the history of the environmental movement in California and the U.S., leading to the Clean Air Act, the creation of the California Air Resources Board, the Environmental Protection Agency, lead to the State of California and Federal regulations.
- Discuss growth laws such as linear and exponential growth.
- Understand that human policy must adjust to the laws of science and not vice versa.

Pathway Standards:

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C1.3 Understand the way in which waste gasses, emissions, and other environmentally destructive substances are generated and the effects of these substances on the environment.

C1.5 Evaluate the advantages and disadvantages of existing, new, and emerging systems and the effects of those systems on the environment.

C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.

C3.4 Describe the applications of alternative power sources.

C3.5 Practice the basic principles of electricity, electronics and electrical power generation, and distribution systems.

C3.6 Explain the principles of converting energy from one form to another.

Common Core State Standards:

11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.

CC-5 Energy and matter: Flows, cycles, and conservation

Zero-Emission Vehicle Technology Course Outline

PS1.A Structure and Properties of Matter
PS1.B Chemical Reactions
PS3.A Definitions of Energy
PS3.B Conservation of Energy and Energy Transfer
PS3.D Energy in Chemical Processes and Everyday Life
ESS2.D Weather and Climate
ESS3.A Natural Resources
ESS3.C Human Impacts on Earth Systems
ESS3.D Global Climate Change
ETS2.B Influence of Engineering, Technology, and Science on Society and the Natural World
AD12.7.5 Explain how public policy is formed, including the setting of the public agenda and implementation of it through regulations and executive orders
PE12.1.1 Examine the causal relationship between scarcity and the need for choices
PE12.3.1 Understand how the role of government in a market economy often includes providing for national defense, addressing environmental concerns, defining and enforcing property rights, attempting to make markets more competitive, and protecting consumers' rights.

Unit 5: Fundamentals of Hydrogen

At the conclusion of this unit, students will be able to:

Hydrogen Safety

- Identify the dangers of hydrogen and safety practices related to using hydrogen
- Know and follow compressed gas safety procedures
- Understand which occupational health and safety regulations apply
- Define protective measures for handling hydrogen (e.g. including gas detection and fire mitigation / suppression)

Hydrogen Basics

- Define hydrogen as a chemical element and identify its atomic structure (one proton, one electron).
- Describe hydrogen and its properties
- Explain the concept of hydrogen gas (H₂) and its unique properties like being colorless, odorless, and lighter than air

Hydrogen Production and Storage

- Describe how hydrogen is created
- Define Hydrogen as a fuel
- Explain the history of hydrogen as a fuel
- Identify the difference among Hydrogen color codes
- Understand the basics of Hydrogen storage

Hydrogen Usage

- Describe the process of electrolysis, a common method for producing hydrogen gas from water.
- Discuss the applications of hydrogen as a clean energy source, including use in fuel cells to generate electricity

Fuel Cell Basics

- Identify various types of fuel cells
- Create a basic compressed gas system
- Describe and build a hydrogen fuel cell

Pathway Standards:

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C1.2 Practice the safe handling and storage of chemicals and hazardous wastes in accordance with Material Safety Data Sheets (MSDS) and the requirements of local, state, and federal regulatory agencies.

C1.4 Use appropriate personal protective equipment and safety practices.

C1.5 Evaluate the advantages and disadvantages of existing, new, and emerging systems and the effects of those systems on the environment.

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

C2.1 Recognize the importance of calibration processes, systems, and techniques using various measurement and testing devices.

Zero-Emission Vehicle Technology Course Outline

C2.5 Use measurement scales, devices, and systems, such as dial indicators and micrometers, to design, fabricate, diagnose, maintain, and repair vehicles and components following recommended industry standards.

C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.

C3.4 Describe the applications of alternative power sources.

C3.6 Explain the principles of converting energy from one form to another.

Common Core State Standards:

11-12.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.

CC-5 Energy and matter: Flows, cycles, and conservation

PS1.A Structure and Properties of Matter

PS1.B Chemical Reactions

PS3.A Definitions of Energy

PS3.B Conservation of Energy and Energy Transfer

PS3.D Energy in Chemical Processes and Everyday Life

ESS3.A Natural Resources

ESS3.C Human Impacts on Earth Systems

ESS3.D Global Climate Change

ETS2.B Influence of Engineering, Technology, and Science on Society and the Natural World

PE12.1.1 Examine the causal relationship between scarcity and the need for choices

Unit 6: Fundamentals of Electrical / High Voltage Systems Theory

At the conclusion of this unit, students will be able to:

Electrical Safety

- Demonstrate knowledge of safety protocols when working with electricity, including PPE and Best Practices
- Identify E.V. High Voltage circuit safety precautions.

Electricity Basics

- Name the main parts of an atom.
- Describe the critical part of an atom responsible for electricity.
- Define current electricity.
- Know the difference between Watts, Amperage and Voltage
- Define electricity including defining and explaining voltage, current, resistance, power, and energy.
- Know the difference between AC and DC current
- Demonstrate knowledge of Ohms Law

Circuit Basics

- Identify the main parts of a simple circuit.
- Demonstrate knowledge of basic electrical circuits
- Identify high voltage and low voltage systems on-board vehicle
- Design a simple circuit, making one light bulb light.

Electrical Proficiency Basics

- Draw and interpret simple circuit diagrams.

Zero-Emission Vehicle Technology Course Outline

- Measure voltage, amperage, and resistance using multimeters.

Pathway Standards:

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C1.4 Use appropriate personal protective equipment and safety practices.

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

C2.1 Recognize the importance of calibration processes, systems, and techniques using various measurement and testing devices.

C2.3 Use tools, equipment, and machines to safely measure, test, diagnose, and analyze components and systems (e.g., electrical and electronic circuits, alternating- and direct-current applications, fluid/hydraulic and air/pneumatic systems).

C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.

C3.4 Describe the applications of alternative power sources.

C3.5 Practice the basic principles of electricity, electronics and electrical power generation, and distribution systems.

C3.6 Explain the principles of converting energy from one form to another.

C7.0 Demonstrate the function, principles, and operation of electrical and electronic systems using manufacturer and industry standards.

Common Core State Standards:

11-12.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.

A-CED-1 Create equations and inequalities in one variable including ones with absolute value and use them to solve problems in and out of context, including equations arising from linear functions.

A-CED-4 Rearrange formulas to highlight a quantity of interest, using the same reasoning as in solving equations. For example, rearrange Ohm's law $V=IR$ to highlight resistance R .

SEP-2 Developing and using models

SEP-3 Planning and carrying out investigations

SEP-4 Analyzing and interpreting data

SEP-5 Using mathematics and computational thinking

SEP-8 Obtaining, evaluating, and communicating information

CC-4 Systems and system models

CC-5 Energy and matter: Flows, cycles, and conservation

PS1.A Structure and Properties of Matter

PS3.A Definitions of Energy

PS3.B Conservation of Energy and Energy Transfer

PS3.D Energy in Chemical Processes and Everyday Life

Unit 7: Batteries, Charging, and Energy Storage

At the conclusion of this unit, students will be able to:

Battery Types

- Describe different battery types (Deep Cycle, Solid State, Lead-Acid, Lithium Ion, etc.) and how they function
- Describe pros and cons of battery types and their applications

Battery Basics

- Explain the fundamentals of energy conversion such as the conversion between kinetic and potential energy.
- Convert between different units for energy.
- Use the Table of Standard Potentials (electrochemical half reactions) to describe galvanic and electrolytic cells, to design a simple battery, and to compare the efficiency of batteries powering electric motors (chemical to electrical to mechanical energy conversion) to heat engines (chemical to heat to mechanical energy conversion).
- Predict the voltage of galvanic or electrolytic cells under non-standard conditions.
- Explain why the potential of a galvanic cell drops when the cell is under load.
- Compare the chemistry of different primary and secondary batteries. For secondary batteries, explain the chemistry of the discharge and charge reactions.
- Define energy efficiency and Coulombic efficiency for a battery charge/discharge cycle.

Charging Systems

- Demonstrate knowledge of various charging systems used (L1, L2, Depot charging, VIG charging, Plug-in charging, Bi-directional Charging, etc.)
- Demonstrate knowledge of how charger systems function, including their major components
- Identify common failures and diagnostic issues with chargers
- Measure the energy added and charge added during charging or discharging of a battery and calculate the C-rate for battery charging.

Batteries in ZEV Systems

- Compare the different batteries used in recent battery electric and hybrid vehicles.
- Compare the operation of batteries to hydrogen fuel cells and other types of fuel cells, including infrastructure needs.
- Identify other energy storage devices such as ultra-capacitors, flywheels, compressed air.
- Explain the role of energy storage in stabilizing the electrical grid and in using renewable energy in the future.
- Describe the lifecycle and proper disposal of batteries
- Explain battery cell and pack design
- Discuss causes of thermal runaway events
- Discuss the effects of temperature on battery charge rate and the effect of parallel cells in battery charge rates

Pathway Standards:

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C1.2 Practice the safe handling and storage of chemicals and hazardous wastes in accordance with Material Safety Data Sheets (MSDS) and the requirements of local, state, and federal regulatory agencies.

C1.5 Evaluate the advantages and disadvantages of existing, new, and emerging systems and the effects of those systems on the environment.

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

C2.3 Use tools, equipment, and machines to safely measure, test, diagnose, and analyze components and systems (e.g., electrical and electronic circuits, alternating- and direct-current applications, fluid/hydraulic and air/pneumatic systems).

C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.

C3.4 Describe the applications of alternative power sources.

C3.5 Practice the basic principles of electricity, electronics and electrical power generation, and distribution systems.

C3.6 Explain the principles of converting energy from one form to another.

C5.0 Apply and understand appropriate business practices.

C5.1 Identify work-related systems common to the transportation service industry.

C5.2 Know the laws and regulations applicable to recordkeeping and the appropriate handling and disposal of hazardous materials.

C7.0 Demonstrate the function, principles, and operation of electrical and electronic systems using manufacturer and industry standards.

C7.1 Practice maintenance, diagnosis, and repair of electrical systems.

Zero-Emission Vehicle Technology Course Outline

C7.2 Maintain, diagnose, repair, and service batteries.

C7.3 Demonstrate maintenance, diagnosis, service, and repair of starting and charging systems.

Common Core Standards:

11-12.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.

11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.

A-CED-1 Create equations and inequalities in one variable including ones with absolute value and use them to solve problems in and out of context, including equations arising from linear functions.

CC-5 Energy and matter: Flows, cycles, and conservation

SEP-5 Using mathematics and computational thinking

PS1.A Structure and Properties of Matter

PS1.B Chemical Reactions

PS2.C Stability and Instability in Physical Systems

PS3.A Definitions of Energy

PS3.B Conservation of Energy and Energy Transfer

PS3.D Energy in Chemical Processes and Everyday Life

ETS2.B Influence of Engineering, Technology, and Science on Society and the Natural World

Unit 8: Electric Vehicle Technology

At the conclusion of this unit, students will be able to:

ZEV Safety

- Discuss and demonstrate personal and shop safety procedures specific to EV's.
- Understand safety regulations and their importance
- Describe vehicle safety systems' including disconnects; interlock loops, and GFI protection.

ZEV Equipment

- Identify tools, tests equipment and service procedures used in the service of EV and HFCV's.
- Operate equipment according to safety protocols.

ZEV Types

- Describe various vehicle types ranging from zero-emission vehicles to vehicles using internal combustion
- Identify the advantages and disadvantages of EV (electric vehicle) and HFCV (hydrogen fuel cell vehicle) versus the ICE (internal combustion engine) equipped vehicle.

ZEV Systems

- Describe standard ICE and EV design differences.
- Read, interpret, and use technical documents for equipment and components within a mechanical system.
- Describe battery pack technology including configurations, types and energy concepts.
- Describe and identify basic components of an Electric Vehicle including regenerative braking systems, electrolyzers, constant velocity transmissions, controllers, converters, contactors, disconnects, motors etc.
- Create models to represent zero-emission vehicle systems.
- Identify basic propulsion systems and power transfer systems including AC and DC motor technology used in EV and HFCV designs.
- Identify common ZEV failure modes, wear parts, and reliability issues

Pathway Standards:

Zero-Emission Vehicle Technology Course Outline

- C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.
- C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.
 - C2.1 Recognize the importance of calibration processes, systems, and techniques using various measurement and testing devices.
 - C2.2 Demonstrate and use appropriate tools and equipment—such as wrenches, sockets, and pliers—to diagnose, service, repair, and maintain systems and components.
 - C2.3 Use tools, equipment, and machines to safely measure, test, diagnose, and analyze components and systems (e.g., electrical and electronic circuits, alternating- and direct-current applications, fluid/hydraulic and air/pneumatic systems).
 - C2.5 Use measurement scales, devices, and systems, such as dial indicators and micrometers, to design, fabricate, diagnose, maintain, and repair vehicles and components following recommended industry standards.
 - C2.6 Demonstrate how to access technical reports, manuals, electronic retrieval systems, and related technical data resources.
- C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.
 - C3.1 Describe the operating principles of internal and/or external combustion engines.
 - C3.3 Describe the basic principles of pneumatic and hydraulic power and their applications.
 - C3.4 Describe the applications of alternative power sources.
 - C3.5 Practice the basic principles of electricity, electronics and electrical power generation, and distribution systems.
 - C3.6 Explain the principles of converting energy from one form to another.
 - C6.3 Practice how to maintain, diagnose, and repair computerized engine control systems and other engine-related systems.
- C8.0 Demonstrate the function and principles of automotive drivetrain, steering and suspension, brake, and tire and wheel components and systems in accordance with national industry standards.
 - C8.1 Describe how to maintain, diagnose, service, and repair hydraulic and power assist systems.
 - C8.2 Describe the function and operation of automatic and manual transmissions and transaxles.
 - C8.3 Diagnose, service, and repair disc brakes, drum brakes, antilock brakes, and other brake systems as developed.
 - C8.4 Diagnose, service, and repair steering and suspension systems.
 - C8.5 Interpret tire and rim sizing to select appropriate wheels and tires for vehicles.
 - C8.6 Maintain, diagnose, service, and repair under-vehicle systems and malfunctions.

Common Core State Standards:

- 11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.
- 11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.
- 11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.
- 11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.
- 11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- SEP-2 Developing and using models
- SEP-4 Analyzing and interpreting data
- SEP-6 Constructing explanations (for science) and designing solutions (for engineering)
- CC-4 Systems and system models
- PS3.A Definitions of Energy
- PS3.B Conservation of Energy and Energy Transfer
- PS3.D Energy in Chemical Processes and Everyday Life
- ETS2.B Influence of Engineering, Technology, and Science on Society and the Natural World

Unit 9: Electric Vehicle Assembly and Maintenance

At the conclusion of this unit, students will be able to:

- Research applicable vehicle and service information, vehicle service history, service precautions, and technical service bulletins.
- Inspect / install Electric Motor
- Inspect / install Battery Pack
- Inspect / Install wiring harnesses
- Inspect / Install all electrical subsystems
- Inspect / Install rack and pinion steering gear inner tie rod ends (sockets) and bellows boots.
- Inspect / Install EPS (Electric Power Steering)
- Inspect tie rod ends (sockets), tie rod sleeves, and clamps.
- Inspect / Install upper and lower control arms, bushings, and shafts.
- Inspect / Install track bar, strut rods/radius arms, and related mounts and bushings.
- Inspect / Install upper and lower ball joints (with or without wear indicators).
- Inspect / Install suspension system coil springs and spring insulators (silencers).
- Inspect / Install suspension system torsion bars and mounts.
- Inspect / Install and replace front stabilizer bar (sway bar) bushings, brackets, and links.
- Inspect strut cartridge or assembly.
- Inspect / Install front strut bearing and mount.
- Inspect / Install rear suspension system lateral links/arms (track bars), control (trailing) arms.
- Inspect / Install rear suspension system leaf spring(s), spring insulators (silencers), shackles, brackets, bushings, center pins/bolts, and mounts.
- Inspect, / Install remove, and replace shock absorbers; inspect mounts and bushings.
- Identify hybrid vehicle power steering system electrical circuits and safety precautions.
- Perform pre-alignment inspection and measure vehicle ride height; determine necessary action.
- Inspect tire condition; identify tire wear patterns; check for correct size and application (load and speed ratings) and adjust air pressure; determine necessary action.
- Rotate tires according to manufacturer's recommendations.
- Dismount, inspect, and remount tire on wheel; balance wheel and tire assembly (static and dynamic).
- Dismount, inspect, and remount tire on wheel equipped with tire pressure monitoring system sensor.
- Inspect tire and wheel assembly for air loss; perform necessary action.
- Identify and test tire pressure monitoring systems (indirect and direct) for operation; verify operation of instrument panel lamps.
- Demonstrate knowledge of steps required to remove and replace sensors in a tire pressure monitoring system.

Pathway Standards:

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

C2.1 Recognize the importance of calibration processes, systems, and techniques using various measurement and testing devices.

C2.2 Demonstrate and use appropriate tools and equipment—such as wrenches, sockets, and pliers—to diagnose, service, repair, and maintain systems and components.

C2.3 Use tools, equipment, and machines to safely measure, test, diagnose, and analyze components and systems (e.g., electrical and electronic circuits, alternating- and direct-current applications, fluid/hydraulic and air/pneumatic systems).

C2.5 Use measurement scales, devices, and systems, such as dial indicators and micrometers, to design, fabricate, diagnose, maintain, and repair vehicles and components following recommended industry standards.

C2.6 Demonstrate how to access technical reports, manuals, electronic retrieval systems, and related technical data resources.

C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.

C3.1 Describe the operating principles of internal and/or external combustion engines.

C3.3 Describe the basic principles of pneumatic and hydraulic power and their applications.

Zero-Emission Vehicle Technology Course Outline

- C3.7 Perform necessary procedures to maintain, diagnose, service, and repair vehicle systems and malfunctions.
- C4.0 Perform and document maintenance procedures in accordance with the recommendations of the manufacturer.
- C4.2 Demonstrate how to properly document maintenance and repair procedures in accordance with applicable rules, laws, and regulations (e.g., Bureau of Auto Repair [BAR], Occupational Safety and Health Administration [OSHA], and the California Air Resources Board [CARB]).
- C4.3 Use reference books, technical service bulletins, and other documents and materials related to the service industry available in print and through electronic retrieval systems to accurately diagnose and repair systems, equipment, and vehicles.
- C5.0 Apply and understand appropriate business practices.
- C5.1 Identify work-related systems common to the transportation service industry.
- C5.2 Know the laws and regulations applicable to recordkeeping and the appropriate handling and disposal of hazardous materials.
- C5.6 Recognize, analyze, and evaluate the need for maintenance of components and systems and the conditions under which service and maintenance are required.
- C6.3 Practice how to maintain, diagnose, and repair computerized engine control systems and other engine-related systems.
- C7.0 Demonstrate the function, principles, and operation of electrical and electronic systems using manufacturer and industry standards.
- C7.1 Practice maintenance, diagnosis, and repair of electrical systems.
- C7.2 Maintain, diagnose, repair, and service batteries.
- C7.3 Demonstrate maintenance, diagnosis, service, and repair of starting and charging systems.
- C8.0 Demonstrate the function and principles of automotive drivetrain, steering and suspension, brake, and tire and wheel components and systems in accordance with national industry standards.
- C8.1 Describe how to maintain, diagnose, service, and repair hydraulic and power assist systems.
- C8.2 Describe the function and operation of automatic and manual transmissions and transaxles.
- C8.3 Diagnose, service, and repair disc brakes, drum brakes, antilock brakes, and other brake systems as developed.
- C8.4 Diagnose, service, and repair steering and suspension systems.
- C8.5 Interpret tire and rim sizing to select appropriate wheels and tires for vehicles.
- C8.6 Maintain, diagnose, service, and repair under-vehicle systems and malfunctions.

Common Core Standards:

- 11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.
- 11-12.10 By the end of grade 12 read and comprehend science/technical texts in the grades 11-12 text complexity band independently and proficiently.
- 11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.
- 11-12.3 Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks; analyze the specific results based on explanations in the text.
- 11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.
- PS2.C Stability and Instability in Physical Systems
- ETS1 Engineering Design
- ETS1.A Defining and Delimiting an Engineering Problem
- ETS2.B Influence of Engineering, Technology, and Science on Society and the Natural World

STANDARDS SUMMARY

CAREER PREPARATION/PERFORMANCE STANDARDS

- **Occupational Safety.** Students will understand occupational safety issues, including the avoidance of physical hazards in the work environment. They will operate equipment safely to prevent endangering themselves or others. They will demonstrate proper handling of hazardous materials.

Zero-Emission Vehicle Technology Course Outline

- **Communication Skills.** Students will understand principles of effective communication. They will communicate both orally and in writing. They will listen attentively and follow instructions, requesting clarification or additional information as needed.
- **Employment Literacy.** Students will understand career paths and strategies for obtaining employment in their chosen fields. They will assume responsibility for professional growth. They will understand and promote the title of their field in a productive society and the purpose of professional organizations.
- **Interpersonal Skills.** Students will understand important concepts in group dynamics, conflict resolution, and negotiation. They will work cooperatively, share responsibilities, accept supervision, and assume leadership roles. They will demonstrate cooperative working relationships across genders and cultural groups.
- **Personal Skills.** Students will understand how the development of personal skills affects their employability. They will exhibit positive attitudes, self-confidence, honesty, perseverance, self-discipline, and personal hygiene. They will manage time and balance priorities and demonstrate a capacity for lifelong learning.
- **Technology Literacy.** Students will understand and adapt to changing technology by identifying, learning, and applying new skills to improve job performance. They will effectively employ technologies relevant to their fields.
- **Thinking and Problem Solving Skills.** Students will exhibit critical and creative thinking skills, logical reasoning, and problem-solving skill. They will apply numerical estimation, measurement, and calculation, as appropriate. They will recognize problem situations; identify, locate, and organize needed information or data; and propose, evaluate, and select from alternative solutions.

ANCHOR STANDARDS

1.0 Academics

Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment. Refer to the Transportation academic alignment matrix for identification of standards.

2.0 Communications

Acquire and accurately use Transportation sector terminology and protocols at the career and college readiness level for communicating effectively in oral, written, and multimedia formats.

3.0 Career Planning and Management

Integrate multiple sources of career information from diverse formats to make informed career decisions, solve problems, and manage personal career plans.

4.0 Technology

Use existing and emerging technology to investigate, research, and produce products and services, including new information, as required in the Transportation sector workplace environment.

5.0 Problem Solving and Critical Thinking

Conduct short, as well as more sustained, research to create alternative solutions to answer a question or solve a problem unique to the Transportation sector using critical and creative thinking, logical reasoning, analysis, inquiry, and problem-solving techniques.

6.0 Health and Safety

Demonstrate health and safety procedures, regulations, and personal health practices and determine the meaning of symbols, key terms, and domain-specific words and phrases as related to the Transportation sector workplace environment.

7.0 Responsibility and Flexibility

Initiate, and participate in, a range of collaborations demonstrating behaviors that reflect personal and professional responsibility, flexibility, and respect in the Transportation sector workplace environment and community settings.

8.0 Ethics and Legal Responsibilities

Practice professional, ethical, and legal behavior, responding thoughtfully to diverse perspectives and resolving contradictions, when possible, consistent with applicable laws, regulations, and organizational norms.

9.0 Leadership and Teamwork

Work with peers to promote divergent and creative perspectives, effective leadership, group dynamics, team and individual decision making, benefits of workforce diversity, and conflict resolution as practiced in the SkillsUSA career technical student organization.

10.0 Technical Knowledge and Skills

Apply essential technical knowledge and skills common to all pathways in the Transportation sector, following procedures when carrying out experiments or performing technical tasks.

11.0 Demonstration and Application

Demonstrate and apply the knowledge and skills contained in the Transportation anchor standards, pathway standards, and performance indicators in classroom, laboratory, and workplace settings, and through the SkillsUSA career technical student organizations.

PATHWAY STANDARDS

C. Systems Diagnostics, Service, and Repair Pathway

The Systems Diagnostics, Service, and Repair pathway prepares students for postsecondary education and employment in the transportation industry, which includes but is not limited to motor vehicles, rail systems, marine applications, and small-engine and specialty equipment.

C1.0 Demonstrate the practice of personal and occupational safety and protecting the environment by using materials and processes in accordance with manufacturer and industry standards.

C1.1 Know and understand common environmental conservation practices and their applications.

C1.2 Practice the safe handling and storage of chemicals and hazardous wastes in accordance with Material Safety Data Sheets (MSDS) and the requirements of local, state, and federal regulatory agencies.

C1.3 Understand the way in which waste gasses, emissions, and other environmentally destructive substances are generated and the effects of these substances on the environment.

C1.4 Use appropriate personal protective equipment and safety practices.

C1.5 Evaluate the advantages and disadvantages of existing, new, and emerging systems and the effects of those systems on the environment.

C2.0 Practice the safe and appropriate use of tools, equipment, and work processes.

C2.1 Recognize the importance of calibration processes, systems, and techniques using various measurement and testing devices.

C2.2 Demonstrate and use appropriate tools and equipment—such as wrenches, sockets, and pliers—to diagnose, service, repair, and maintain systems and components.

C2.3 Use tools, equipment, and machines to safely measure, test, diagnose, and analyze components and systems (e.g., electrical and electronic circuits, alternating- and direct-current applications, fluid/hydraulic and air/pneumatic systems).

C2.4 Select and use the appropriate measurement device(s) and use mathematical functions necessary to perform required fabrication, maintenance, and operation procedures.

C2.5 Use measurement scales, devices, and systems, such as dial indicators and micrometers, to design, fabricate, diagnose, maintain, and repair vehicles and components following recommended industry standards.

C2.6 Demonstrate how to access technical reports, manuals, electronic retrieval systems, and related technical data resources.

C2.7 Test and analyze the elements of precision measuring using standard and metric systems.

C3.0 Use scientific principles in relation to chemical, mechanical, and physical functions for various engine and vehicle systems.

C3.1 Describe the operating principles of internal and/or external combustion engines.

C3.2 Describe the function and principles of air-conditioning and heating systems.

C3.3 Describe the basic principles of pneumatic and hydraulic power and their applications.

C3.4 Describe the applications of alternative power sources.

C3.5 Practice the basic principles of electricity, electronics and electrical power generation, and distribution systems.

C3.6 Explain the principles of converting energy from one form to another.

Zero-Emission Vehicle Technology Course Outline

- C3.7 Perform necessary procedures to maintain, diagnose, service, and repair vehicle systems and malfunctions.
- C4.0 Perform and document maintenance procedures in accordance with the recommendations of the manufacturer.
 - C4.1 Communicate the procedures and practices of various manufacturers regarding service, repair, and maintenance schedules.
 - C4.2 Demonstrate how to properly document maintenance and repair procedures in accordance with applicable rules, laws, and regulations (e.g., Bureau of Auto Repair [BAR], Occupational Safety and Health Administration [OSHA], and the California Air Resources Board [CARB]).
 - C4.3 Use reference books, technical service bulletins, and other documents and materials related to the service industry available in print and through electronic retrieval systems to accurately diagnose and repair systems, equipment, and vehicles.
 - C4.4 Complete a work order, including customer information, description of repairs, and billing information, in accordance with applicable rules, laws, and regulations.
- C5.0 Apply and understand appropriate business practices.
 - C5.1 Identify work-related systems common to the transportation service industry.
 - C5.2 Know the laws and regulations applicable to recordkeeping and the appropriate handling and disposal of hazardous materials.
 - C5.3 Explain the importance of and the procedures for maintaining accurate records (e.g., business licenses, repair orders, billing and tax records).
 - C5.4 Practice the concept and application of accepted ethical business practices.
 - C5.5 Practice the concept and application of acceptable customer relations practices.
 - C5.6 Recognize, analyze, and evaluate the need for maintenance of components and systems and the conditions under which service and maintenance are required.
- C6.0 Demonstrate the application, operation, maintenance, and diagnosis of engines, including but not limited to two- and four-stroke and supporting subsystems.
 - C6.1 Perform general engine maintenance, diagnosis, service, and repair in accordance with portable national industry standards, such as the National Automotive Technicians Education Foundation and the Equipment and Engine Training Council.
 - C6.2 Maintain, diagnose, service, and repair lubrication and cooling systems.
 - C6.3 Practice how to maintain, diagnose, and repair computerized engine control systems and other engine-related systems.
 - C6.4 Maintain, diagnose, service, and repair ignition, electronic, and computerized engine controls and fuel management systems.
- C7.0 Demonstrate the function, principles, and operation of electrical and electronic systems using manufacturer and industry standards.
 - C7.1 Practice maintenance, diagnosis, and repair of electrical systems.
 - C7.2 Maintain, diagnose, repair, and service batteries.
 - C7.3 Demonstrate maintenance, diagnosis, service, and repair of starting and charging systems.
 - C7.4 Diagnose, service, and repair lighting systems.
 - C7.5 Diagnose, service, and repair heating and air-conditioning systems and components.
 - C7.6 Diagnose, service, and repair horns, wipers/washers, and other accessories.
 - C7.7 Perform necessary procedures to maintain, diagnose, service, and repair vehicle electrical and electronic systems and malfunctions.
- C8.0 Demonstrate the function and principles of automotive drivetrain, steering and suspension, brake, and tire and wheel components and systems in accordance with national industry standards.
 - C8.1 Describe how to maintain, diagnose, service, and repair hydraulic and power assist systems.
 - C8.2 Describe the function and operation of automatic and manual transmissions and transaxles.
 - C8.3 Diagnose, service, and repair disc brakes, drum brakes, antilock brakes, and other brake systems as developed.
 - C8.4 Diagnose, service, and repair steering and suspension systems.
 - C8.5 Interpret tire and rim sizing to select appropriate wheels and tires for vehicles.
 - C8.6 Maintain, diagnose, service, and repair under-vehicle systems and malfunctions.

Zero-Emission Vehicle Technology Course Outline

This Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged communities.



COURSE OVERVIEW
<p>Zero-Emission Vehicle Technology I introduces students to standard Zero-Emission Vehicle (ZEV) technologies through projects, multimedia instructional content, and real-world activities related to the concepts of Zero-Emission technologies. Through classroom and hands-on experiences, students will learn about basic safety when working with high voltage systems, the fundamentals of electricity, and critical technologies and principles of advanced fuel production as it pertains to green renewable energy. The course will have a strong focus on electric vehicle technology and hydrogen fuel cell vehicle technology including the principles of hydrogen as a fuel and how it will be integrated into future industries and mandatory net-zero infrastructure. Students will become familiar with all systems and components of a Zero-Emission Vehicle, the names of components, and how each system informs and interacts with the others in a vehicle. This is a beginning class in a pathway of courses designed to assist students in the college and career readiness skills in the transportation industry sector.</p>
COURSE CONTENT
<p>Unit 1: Student Orientation and Overview</p> <p>Unit 1 Summary (including Essential Questions):</p> <p>The first unit of the class serves as an introduction to the class and orientation to the field of Zero-Emission Vehicle Technology. Through direct instruction, collaborative discussions, lectures, and multimedia content, students are introduced to school policies, class routines, occupational qualifications, and an overview of Zero-Emission Vehicle technologies. Students will also explore a variety of career fields in relation to the Zero-Emission Vehicle technologies and build an understanding of the historical and social significance that has led to the rise of Zero-Emission Vehicles and technologies.</p> <p>Key Essential Questions:</p> <ul style="list-style-type: none"> • What are the key components of the Zero-Emission Vehicle Technology course? • What are the class and school routines, structures, and rules that support success in the course? • What are some of the key contributing factors to the rise of Zero-Emission Vehicles and technologies? • What are examples of professions in the Zero-Emission Vehicle Technology industry and the pathways to those professions? <p>Unit 1 Key Assignments and Assessments:</p> <p>For Unit 1, students will complete a summative written assessment and survey that addresses key components of the Zero-Emission Vehicle course, class and school routines, class and school rules, and student interests in the course / topics. As an additional assessment, through research, lecture, and collaborative work, students will also develop a presentation that identifies the primary contributing factors to the rise of Zero-Emission Vehicles and technologies and highlight a specific career within the Zero-Emission Vehicle industry including the key aspects of the profession, the preparation needed, and sample industry and community partners that offer their identified profession.</p>
<p>Unit 2: General Shop Safety</p> <p>Unit 2 Summary (including Essential Questions):</p>

The second unit of the class serves to support students in developing the knowledge and skills to progress in the course with safety at top of mind. Through videos, lectures, and hands-on activities, students will learn the skills and knowledge needed in relation to general safety in an automotive shop, safety specific to Zero-Emission vehicles and tools, and procedures in relation to personal protective equipment and emergency processes. Students will also demonstrate knowledge of safety in relation to industry standards, for example, through locating and identifying important information on safety data sheets (SDS).

Key Essential Questions:

- What are the key safety and emergency processes needed in an automotive and/or ZEV shop?
- What are the proper tools and equipment needed (including personal protective equipment) to maintain safety in a zero-emission vehicle shop?
- How do you safely handle materials and emergencies in a ZEV shop?
- Where are all the safety materials needed for all safety processes found in the ZEV shop?

Unit 2 Key Assignments and Assessments:

For Unit 2, students will complete a series of key activities including the hands-on practice of donning personal protective equipment, completing a scavenger hunt activity for all tools and safety materials in the shop, and researching safety data sheets for materials found in the ZEV classroom. In addition, students will complete a summative written assessment that assesses their knowledge of general safety processes in an automotive shop, safety specific to Zero-Emission vehicles and tools, and procedures in relation to personal protective equipment and emergency processes.

Unit 3: Emergency Response / First Aid

Unit 3 Summary (including Essential Questions):

The third unit of the class serves to support students in understanding healthcare procedures and certifications that support Zero-Emission Vehicle technology fields. Working with high voltage can lead to injuries like burns, cuts, and loss of consciousness. As a result, through a series of online modules and practical hands-on experiences, students will gain CPR and BLS certification as well as the basics of first aid. Students will also learn the types of injuries that are possible in the Zero-Emission Vehicle field and ways to address emergencies that may arise.

Key Essential Questions:

- What are the most common types of injuries working with Zero-Emission Vehicles?
- What are the proper emergency procedures needed to address situations that may arise in a Zero-Emission Vehicle shop?
- How do students offer basic life support (BLS), CPR, and first aid procedures in an emergency?

Unit 3 Key Assignments and Assessments:

Through a series of online modules, videos, discussions, lectures, and hands-on practical training, students will learn the basics of emergency response to support potential injuries in a Zero-Emission Vehicle shop. Students will also engage in group practice for different first aid,

CPR, and BLS procedures. This will include students being given different emergency scenarios that they will need to identify the appropriate series of steps to offer life-saving care. These scenarios will include some ZEV specific scenarios such as a person being electrocuted or a person having sustained burns. Finally, students will be CPR and BLS certified through a series of online assessments as well as a practical demonstration of their skills with a medical professional.

Unit 4: Energy Production and Distribution

Unit 4 Summary (including Essential Questions):

Unit 4 in the class serves to support foundational knowledge in relation to energy production and distribution. This will include the history of different energy sources, public policies that impact energy, the production of energy from various sources, the infrastructure that supports energy distribution, and the variety of occupational pathways and technologies related to energy production and distribution. Through videos, lectures, hands-on projects, industry guest lectures, field trips, and online research, students will work independently and collaboratively to gain content knowledge and skills that are the building blocks of energy production and distribution.

Key Essential Questions:

- How has energy production and distribution evolved over time and how has that impacted (and been impacted by) policy?
- What are the impacts of different energy sources on the environment and the advantages and disadvantages of each?
- What are the various ways energy is created on a large scale (i.e. burnable fuels, electrification, nuclear, etc.)?
- What are the various occupational pathways of the present (and future) related to the intersection of the energy and transportation sectors?
- What are the top technologies that are being employed to reduce carbon emissions and what are real-world applications and experiences in careers related to these technologies?

Unit 4 Key Assignments and Assessments:

Students will learn and apply the content of this unit through a variety of different modalities including direct instruction, collaborative work, research, presentation, and more. Key assignments will include a "Before/After" project that visually outlines the significant environmental effects of various energy types on different geographical locations, an Energy Timeline Project that requires students to build a timeline of the introduction and dissemination of various energy types, and an Occupations Research paper that identifies occupations that are at the intersection of transportation and energy. For the "Before/After" project, students will research photos of different geographical locations in the past and compare them to present day versions of these same locations (e.g. pictures of Hong Kong in 1900 vs. Pictures of Hong Kong today), then they will create a presentation that describes some of the differences. For the Energy Timeline Project, students will reach at least 5 different energy types over the course of the last century and create a poster that identifies these 5 types and an overview about each of them. For the Occupations Research Paper, students will research one occupation that intersects with transportation and energy identifying the education and certification requirements for the occupation, an overview of the role day to day, and companies that hire this role. Finally, students will complete a written summative assessment that encompasses the content of the unit in relation to the Key Essential Questions above.

Unit 5: Fundamentals of Hydrogen

Unit 5 Summary (including Essential Questions):

Unit 5 in the class serves to support foundational background knowledge regarding hydrogen as a fuel as well as offering practical applications of hydrogen fuel cells. This will include the history of hydrogen as a fuel, the components of hydrogen fuel cells, understanding the process of electrolysis, comparing and contrasting types of fuel cells, and applying hydrogen fuel cells to labs and models. Through videos, lectures, hands-on projects, diagrams, and lab activities, students will work independently and collaboratively to gain content knowledge and skills that lay the foundation of hydrogen as a fuel and its integration to the ZEV industry.

Key Essential Questions:

- How has the use of hydrogen evolved over time and how does it integrate with the current ZEV industry and energy more broadly?
- What is electrolysis and how is it used to produce hydrogen?
- What are the differences and similarities between combustion and fusion?
- What are the different components and materials that are used for hydrogen fuel cells?
- How are hydrogen fuel cells built and used in real-world labs and models?
- How can hydrogen fuel cells be used to support residential energy models?
- How can hydrogen fuel cells be used to run a model vehicle?
- How do hydrogen fuel cells interact with electricity?
- What is the impact of hydrogen fuel cells on the ZEV market and industry?

Unit 5 Key Assignments and Assessments:

Students will learn and apply the content of this unit through a variety of different modalities including direct instruction, collaborative work, hands-on labs, projects, and more. Key assignments will include labs that investigate the process of electrolysis, the building of a hydrogen fuel cell, and the combined effect of a hydrogen fuel cell stack. From the instructor's perspective, this will look like sharing brief demonstrations of these labs, giving students' instructions, and offering formative feedback while students complete the lab. From the student's perspective, students will conduct experiments and complete lab reports that include summaries of step by step process, observations, inferences, challenges encountered in the lab, and key takeaways in relation to the ZEV industry. Another key project will be interdisciplinary in nature where students power a series of small model homes using a hydrogen fuel cell system. For this project, the instructor will partner with our construction class on campus and students will explore and determine the specifications of power needed to power the series of small model homes built by the construction classroom. Once the specifications are determined, students will create draft plans to power the model homes with a small hydrogen microgrid system. Through a series of lessons, students will build this hydrogen microgrid system and then test it on the series of model homes. Finally, there will be a culminating summative project where students build a model hydrogen fuel cell car that is presented to the class and industry professionals. This project will include drafts of designing the car with critical components, time to build the hydrogen fuel cell car based on class specifications, and a showcase of the small fuel cell cars to industry professionals, where students will demonstrate their cars live and also share what went well during the process of building and what could be improved for the future. These assignments, labs, and projects will introduce and address the series of essential questions outlined above.

Unit 6: Fundamentals of Electrical / High Voltage Systems Theory

Unit 6 Summary (including Essential Questions):

Unit 6 in the class serves to support the fundamentals of electrical and high voltage systems theory. This will include the history of electricity, common electrical safety practices, the modeling and building of circuits, the use and understanding of schematics, the concept of magnetism, and high voltage applications in the ZEV industry and beyond. Through videos, lectures, hands-on lab activities, and technical skills practice, students will work independently and collaboratively to build a construct of electricity and high voltage and its practical applications in the ZEV industry.

Key Essential Questions:

- What were some of the earliest historical discoveries and applications of electricity?
- What are common electrical safety practices in relation to personal protective equipment and procedures?
- What are the components of a circuit and the different types of circuits?
- How are circuits built and how is electricity measured (e.g. amperage, voltage, etc.)?
- What are the differences and similarities between different types of circuits and currents (e.g. series vs. Parallel, AC vs. DC)?
- How are schematics and circuit diagrams used in industry?
- What is magnetism and its relationship to electricity?
- What are the differences and similarities between high voltage and low voltage applications and uses?
- What are the basic high voltage and low voltage systems that apply to ZEVs?

Unit 6 Key Assignments and Assessments:

Students will learn and apply the content of this unit through a variety of different modalities including direct instruction, guided practice, collaborative work, hands-on labs, and more. Key assignments and assessments will include practicing industry electrical safety practices using industry PPE and procedures, building parallel and series circuits, investigating Ohm's Law, creating schematic diagrams, building magnets, and using electric vehicle trainers to apply the fundamentals of electricity to an EV. For the labs where students build parallel and series circuits and investigate Ohm's Law, they will use EUDAX's basic electricity kit and STEM Supplies' Snap Circuit kit to conduct the different labs. These will include instructions from the instructor, followed by hands-on work time, culminating with a lab report that describes the phenomenon of Ohm's Law, defines a step-by-step process for building circuits, shares student observations and inferences, and allows students an opportunity to reflect on strengths and challenges through the lab. When using the electric vehicle trainer, the instructor will describe the basic principles of the trainer and offer a demonstration of how it can be used. Then, the instructor will create different fault codes for students to practice identifying types of errors and issues that can occur on the electric vehicle trainer which will simulate working on a full electric vehicle. Finally, students will also complete an end of unit written assessment that encompasses the skills and knowledge outlined in the Essential Questions above.

Unit 7: Battery and Energy Storage

Unit 7 discusses and includes the fundamentals of battery and energy storage on a broad level and more deeply specific to the ZEV industry. This will include an overview of how batteries work, concepts of potential and kinetic energy, the features of various battery types as well as pros/cons of each, charging systems in the ZEV industry, and the implications for the ZEV industry and energy distribution. Through hands-on lab activities, videos, lectures, discussions, and work-based learning experiences, students will work independently and collaboratively to identify, compare, and analyze battery and energy storage systems from a basic level to an industry level.

Key Essential Questions:

- How do batteries store and transfer energy and what can be used as a battery?
- What is the concept of potential and kinetic energy and how does it relate to batteries and ZEV charging applications?
- What are the features of different types of batteries, the safety practices for each, and the pros/cons of each?
- What are the various types of charging systems used in the ZEV industry and their primary industry applications?
- What are the implications of knowledge of batteries and charging systems on our current energy infrastructure and applications for the future?

Unit 7 Key Assignments and Assessments:

Students will learn and apply the content of this unit through a variety of different modalities including direct instruction, videos and discussions, collaborative work, hands-on labs, and work-based learning experiences like guest speakers and field trips. Key assignments and assessments will include building basic batteries, comparing and contrasting various battery types, practicing common safety practices for various battery types including disposal, investigating methods of EV charging, and researching ways to store energy as well as the implications for the future of alternative energy. When students are asked to build basic batteries, this will be first done with the use of something like a fruit or potato that has the capacity to conduct electricity. The instructor will offer a set of instructions, students will build the battery and circuit, and then students will write a summary of their work. This summary will include a step-by-step process of how to build a battery, challenges students encountered in building the battery, and reflecting on takeaways as well as future questions they have about the implications of what can be used to conduct electricity. This will then segue to more complex applications like building a hydrogen fuel cell stack and following the same process of instructor direction, students creating a hydrogen fuel cell stack, summarizing the step by step process in their own words, and reflecting on takeaways. Finally, students will also complete an end of unit written summative test that encompasses the skills and knowledge outlined in the Essential Questions above.

Unit 8: Electric Vehicle Technology

Unit 8 serves as an overview of the components of electric vehicle technology and how they compare to traditional internal combustion engine technology. The components of vehicles that will be discussed and introduced include motors, braking systems, transmission systems, electronic control units, and battery packs. For each of these components, there will be a brief historical overview, an overview of safety practices, examples of types of each component, common diagnostic issues, and a basic understanding of assembly/disassembly. Through hands-on lab activities, industry technical training, videos, lectures, and discussions, students will work independently and collaboratively to identify, maintain, and compare electric vehicle components.

Key Essential Questions:

- How have vehicle components evolved through time and now to electric vehicles?
- What are the different components and types of components that support electric vehicle systems? (e.g. motors, braking, transmissions, etc.)
- What are common diagnostic issues with different electric vehicle components and how are they addressed?

- How do vehicle components compare between electric vehicles and internal combustion engine vehicles?

Unit 8 Key Assignments and Assessments:

Students will learn and apply the content of this unit through a variety of different modalities including direct instruction, videos and discussions, collaborative work, hands-on labs, and industry standard practice. Key assignments and assessments will include labs testing different electric vehicle components, identifying common diagnostic issues, and identifying the differences between components in an EV versus an internal combustion engine. For students, they will be instructed on the common diagnostic issues for different electric vehicle components (e.g. brake noise/vibration, wear of brakes), then they will receive a demonstration from the instructor on how to check that specific diagnostic issue, and then students will check for that specific diagnostic issue with a component that is in front of them. For each component, students will take a day in the unit to check for issues of different components, and each of these days, students will be asked to write a description of common diagnostic issues for the component of the day, the specific issue they identified for their component, and a reflection on what they did well in diagnosing the issue and challenges they faced in diagnosing. Students will also complete an end of unit written assessment that encompasses the skills and knowledge outlined in the Essential Questions above.

Unit 9: Electric Vehicle Assembly and Maintenance

Unit 9 serves as an in-depth and hands-on experiential unit when students get an opportunity to disassemble and reassemble key components of an electric vehicle. This will include disassembling and reassembling all of the following: wheels, suspension, panels, body, low voltage wiring, motors, transmission systems, and power supply. Through hands-on industry activities, videos, lectures, and demonstrations, students will work independently and collaboratively to disassemble and reassemble electric vehicle components. As a part of this unit, students will also learn from industry leaders regarding the ZEV industry and share their learnings with ZEV industry experts.

Key Essential Questions:

- How are electric vehicle components connected to one another?
- How are electric vehicle components disassembled and reassembled functionally?
- What are key electric vehicle components and key diagnostic / maintenance issues and how are they addressed?
- How do students prepare, practice, and perform for industry interviews and presentations?

Unit 9 Key Assignments and Assessments:

Students will learn and apply the content of this unit through a variety of different modalities including direct instruction, videos, demonstrations, and hands-on industry activities. Key assignments and assessments will include labs in the shop where students will disassemble and reassemble electric vehicle components and practice diagnostic and maintenance procedures. Students will also complete a presentation of electric vehicle components sharing their learnings with industry experts. In preparation for the presentation, students will be divided into groups where they will create a slideshow about a particular system in a ZEV (e.g. transmission system, suspension system, etc.) Then, students will create separate slides for each

component within their defined system. This includes a picture of the component, an illustrated diagram, common diagnostic issues, the significance of the component for the vehicle, and the process for how to disassemble the components in the system. Finally, as a part of this unit, students will prepare resumes and practice for mock interviews with industry professionals. The unit culminates with a presentation of the completely reassembled vehicle.

DATE: May 1, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the MOU with Construction Trades Workforce Initiative (CTWI) to Develop an Eden Area ROP Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program for the 2025-2026 and 2026-2027 School Years

BACKGROUND

Construction Trades Workforce Initiative (CTWI) is the nonprofit partner of the Building and Construction Trades Councils of Alameda, Contra Costa, Napa, and Solano counties and the Baltimore-DC metro area. Their mission is to create greater opportunities for communities that are currently underrepresented in the trades, including women, people of color, underrepresented youth, and the formerly incarcerated. CTWI collaborates with key local and regional stakeholders such as schools, juvenile justice facilities, jails, community centers, and community colleges to establish pipelines to family-sustaining union apprenticeship programs.

CTWI serves as the construction industry partner for Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Programs, leveraging strong relationships with an extensive network of employers, school districts, community-based organizations, and unions. CTWI's core service is creating employment pathways for MC3 graduates. Graduates of CTWI-affiliated MC3 programs benefit from Expedited Entry or MC3 recognition provisions in multiple local, regional, and state construction industry union apprenticeship programs.

CURRENT SITUATION

The Eden Area ROP will expand opportunities for students participating in our Construction Technology class as they will become registered MC3 Pre-Apprentices. CTWI will provide training, industry partnerships, Department of Apprenticeship Standards technical support, data tracking, and expedited entry into at least six local union apprenticeships.

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with Construction Trades Workforce Initiative (CTWI) to develop an Eden Area ROP Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship program for the 2025-2026 and 2026-2027 school years.



**Eden Area Regional Occupational Program (EAROP)
and Construction Trades Workforce Initiative (CTWI)
Proposal Options to Establish a Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship
& Test Prep Program Scope of Work**
June 1, 2025- June 6, 2027 (or last day of school for 26-27 school year, including final PD day)

D) OVERVIEW

Construction Trades Workforce Initiative (CTWI) is the nonprofit partner of the Building and Construction Trades Councils of Alameda, Contra Costa, Napa, and Solano counties and the Baltimore-DC metro area. Our mission is to create greater opportunities for communities that are currently underrepresented in the trades, including women, people of color, underrepresented youth, and the formerly incarcerated. We achieve this by collaborating with key local and regional stakeholders such as schools, juvenile justice facilities, jails, community centers, and community colleges to establish pipelines to family-sustaining union apprenticeship programs.

Industry Partner

CTWI serves as the construction industry partner for MC3 Pre-Apprenticeship Programs, leveraging our strong relationships with an extensive network of employers, school districts, community based organizations, and unions. We currently fund, manage and support a network of over 15 MC3 Pre-Apprenticeship Programs. Through our partnerships with these MC3 Programs, CTWI supports the transition of women and underrepresented individuals into workforce development programs where they can continue their education and earn industry recognized credentials.

CTWI's core service is creating employment pathways for MC3 graduates. We lead a Bay Area wide MC3/Employment Advisory Committee, a consortium of union apprenticeship directors and contractors dedicated to proactively outreaching and recruiting the next generation of local and diverse workers. Facilitated by CTWI, this committee focuses on how to meet construction demand through developing employment strategies that expedite the hiring of MC3 graduates into the construction industry. The committee also develops year round employer engagement opportunities such as guest speakers series, interview workshops, career fairs, field trips, and internship opportunities that enhance industry awareness.

Union Recognition of CTWI Affiliated MC3 Programs

The MC3 Advisory Committee and our construction industry partners are dedicated to continuously improving the effectiveness of our workforce development programs through periodic assessments and evaluation. On the basis of these evaluations, graduates of CTWI-affiliated MC3 programs also benefit from Expedited Entry or MC3 recognition provisions in multiple local, regional, and state construction industry union apprenticeship programs. Through CTWI's local hire advocacy campaign, MC3 students now have direct access to the following union apprenticeship programs:

- Electrical Workers IBEW 595 (Alameda)
- Ironworkers IW 378 (East Bay)
- Professional Finishers DC 16 (Northern California, Northern Nevada)
- Plumbers UA 159 (Contra Costa)
- Heat and Frost Insulators Local 16 (Northern California, Northern Nevada)
- Sheet Metal Workers 104 (Northern and Central California)

- Plumbers UA 342 (Alameda, Contra Costa)
- Pending
 - Sprinkler Fitters 483 (Bay Area Counties)
 - Operating Engineers 3 (California, Nevada, Hawaii, Utah)
 - Bricklayers, Tilesetters and Allied Craftworkers Local 3 (Northern California)
 - Plumbers UA 343 (Napa, Solano)

II) PROPOSAL: MC3 Program and Industry/Trades Awareness for EAROP Students in the Construction Pathway (2025-2027)

In the interest of providing Building and Construction Trades pathways for EAROP high school students, CTWI and EAROP will engage in a formal partnership to establish 1) a comprehensive Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program within EAROP's High School Construction Technology Phases of work for the program are outlined below.

<p>YEAR 1 June 1st, 2025 - June 6th, 2026</p>	<p><u>I) PLANNING, DESIGN, COORDINATION & TRAINING FOR THE MC3 PROGRAM & TEST PREP PROGRAM: June 2025-August 2025</u></p> <p>Over the summer, CTWI and EAROP will lay the groundwork for planning and training in order for the successful integration of the EAROP MC3 high school program.</p> <p>Through extensive planning and coordination, we will develop a full implementation plan, as well as map curriculum and hands-on experience for the pilot school year. An overview of the work that will occur during this summer includes:</p> <p>Step 1: Formalizing the Partnership between EAROP, CTWI, North American Building Trades Union (NABTU) and the Alameda Building Trades to be endorsed as an official MC3 Pre-Apprenticeship Program</p> <p>Step 2: Building the MC3 Team, Identifying resources and developing a NABTU approved implementation plan</p> <p>Step 3: Professional Development and Training on how to use and teach the MC3 curriculum</p> <p style="text-align: center;"><i>Online MC3 Train-the-Trainer 2025</i> January 8-9 & 22-23, February 5-6 & 19-20, March 5-6 & 19-20, April 2-3 & 16-18, May 7-8 & 21-22, June 4-5 & 25-26, July 9-10 & 23-24, August 6-7 & 20-21, September 3-4 & 17-18, October 1-2 & 16-17, November 5-6 & 19-20, December 3-4 & 17-18</p> <p style="text-align: center;">12:00PM- 3:30PMEST</p> <p>Step 4: Course Design: Developing the MC3 Syllabus and Post Graduation Pathways Plan, including developing a list of all Project Labor Agreements that prioritize the hiring of EAROP students</p>
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Step 5: Schedule the following for Fall 2025:

- At least 1 field trip to a local JATC
- At least 1 industry guest speaker
- At least 2 CTWI led workshops: Unions 411 and Heritage of the American Worker

II) LAUNCH OF THE PILOT YEAR - August 2025-June 2026

Approximately 20-30 (*subject to change*) senior students will be enrolled in the year-long MC3 class. CTWI will provide programmatic support through curriculum modification, instructor training, and co-teaching of select MC3 modules in conjunction with instructors on industry and union awareness, apprenticeship test preparation, and labor history. CTWI will continue to arrange for union apprenticeship representatives to lead presentations and/or training hall tours.

CTWI will work with key staff, including guidance counselors and instructors, to develop post-graduation pathways and individual education plans to assist students in navigating careers in the various trades, or trades related fields.

CTWI will work with unions and contractors to identify career opportunities for EAROP students and recommend MC3 program modifications to meet labor market demand. CTWI will work with Building Trades Council Leaders, PLA administrators to promote and lobby for the placement of EAROP graduates through leveraging workforce agreements.

CTWI will continue to co-lead in the planning and implementation of the class/program.

During the school year, CTWI will plan and implement:

- 3-4 field trips to Joint Apprenticeship Training Centers
- 3-4 industry guest speakers
- 4 CTWI led workshops on the union construction industry

II) POST GRADUATION CAREER PLACEMENTS

CTWI will work with key staff, including guidance counselors and instructors, to improve post-graduation pathways and personal employment plans to assist students in navigating careers in the various trades, or trades related fields.

CTWI will work with unions and contractors to strengthen career opportunities for EAROP students and recommend MC3 class modifications to meet labor market demand.

III) DATA TRACKING AND REPORTING

	<p>CTWI will:</p> <ul style="list-style-type: none"> • Serve as the data reporting liaison with TradesFutures, satisfying their requirements for reporting • Enroll MC3 students in the TradesFutures database and serve as the primary organization responsible for data reporting to TradesFutures, in accordance with the modified licensing agreement. • Track employment outcomes for program graduates for up to one year post graduation • Draft outcome reports for EAROP and the Building Trades of Alameda tracking important data such as job placement, demographic data, apprenticeship retention data, etc. • Implement specific FERPA protections in alignment with EAROP policies, ensuring that personally identifiable student information (PII) is accessed, used, and disclosed only for authorized purposes, with appropriate data security measures in place • Register the EAROP MC3 program and participants with the DAS as a pre-apprenticeship program
<p>YEAR 2 August 1, 2026- June 30, 2027</p>	<p><u>I) PROGRAM REFINEMENTS</u></p> <p>In Year 2, approximately 20-30 (<i>subject to change</i>) senior students will be enrolled in the year-long MC3 class. CTWI will review outcomes from the Pilot cohort and continue to provide programmatic support through curriculum modification, instructor training, and co-teaching of select MC3 modules in conjunction with instructors on industry and union awareness, apprenticeship test preparation, and labor history. CTWI will continue to arrange for union apprenticeship representatives to lead presentations and/or training hall tours.</p> <p>During the summer between the 25-26 and 26-27 school years, CTWI will work with EAROP staff to make program adjustments to increase the efficacy of the MC3 program.</p> <p>During the school year, CTWI will plan and implement:</p> <ul style="list-style-type: none"> • 3-4 field trips to Joint Apprenticeship Training Centers • 3-4 industry guest speakers • 4 CTWI led workshops on the union construction industry <p><u>II) POST GRADUATION CAREER PLACEMENTS</u></p>

CTWI will continue to work with key staff, including guidance counselors and instructors, to improve post-graduation pathways and personal employment plans to assist students in navigating careers in the various trades, or trades related fields.

CTWI will work with unions and contractors to strengthen career opportunities for EAROP students and recommend MC3 class modifications to meet labor market demand.

III) DATA TRACKING AND REPORTING

CTWI will:

- Serve as the data reporting liaison with TradesFutures, satisfying their requirements for reporting
- Enroll MC3 students in the TradesFutures database and serve as the primary organization responsible for data reporting to TradesFutures, in accordance with the modified licensing agreement.
- Track employment outcomes for program graduates for up to one year post graduation
- Draft outcome reports for EAROP and the Building Trades of Alameda tracking important data such as job placement, demographic data, apprenticeship retention data, etc.
- Implement specific FERPA protections in alignment with EAROP policies, ensuring that personally identifiable student information (PII) is accessed, used, and disclosed only for authorized purposes, with appropriate data security measures in place
- Register the EAROP MC3 program and participants with the DAS as a pre-apprenticeship program

COST: \$36,667 per year to support the development of the high school MC3 for 2 school years (2025-2027) for a total of \$73,334.

SIGNATURES



By signing below, all parties agree to this MOU. In executing this Agreement, each party represents and warrants that the individual signing on its behalf has the legal authority to bind the respective party to the terms herein. Failure to abide by this MOU may cause the partnership to become void. In the event that this MOU is breached, EAROP and CTWI will convene a meeting to discuss any issues and necessary changes to this MOU.

Agency Name Construction Trades Workforce Initiative		Partner Agency Name Eden Area ROP	
Signature of Authorized Representative		Signature of Authorized Representative	
Printed Name of Authorized Representative Beli Acharya		Printed Name of Authorized Representative Blaine C. Torpey	
Title Executive Director	Date	Title Superintendent	Date
Address 7750 Pardee Lane, Suite 100, Oakland CA 94621		Address 26316 Hesperian Blvd, Hayward CA 94545	

COMMUNICATION



Alameda County Office of Education

Alysse Castro, Superintendent

April 18, 2025

Blaine Torpey, Superintendent
Members of the Board of Education
Eden Area ROP (EAROP) via email

RE: 2024-25 Second Interim Budget Report

Dear Superintendent Torpey and Members of the Board,

EAROP filed a POSITIVE certification of the ROP's 2024-2025 Second Interim Budget Report, covering the period ending January 31, which EAROP's Board of Education approved on March 6, 2025. 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 Second Interim Budget Report and concurs with the ROP's POSITIVE certification.*

We appreciate the continued hard work and commitment of the ROP staff and the Board. Our District Business & Advisory Service Team is here to answer questions or provide support.

In community,

Allan Garde
Associate Superintendent of Business Services, ACOE

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