



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Friday, June 6, 2025
5:00 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: Friday, June 6, 2025
Time: 5:00 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

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 1, 2025 (pages 6-15)
- B. Request the Governing Board to approve the Bill Warrants (pages 16-22)
- C. Request the Governing Board to approve the Personnel Action Items (pages 23-26)
- D. Listed Donations Request the Governing Board to approve the Listed Donation-California Association of SkillsUSA, Inc. (page 27)
- E. Request the Governing Board to approve the Amended Agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 School Years (pages 28-123)
- F. Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Roll Forward Report Services for the 2024-2025 School Year (pages 124-126)
- G. Request the Governing Board to approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2025 through May 31, 2026 (pages 127-133)
- H. Request the Governing Board to approve the Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships (pages 134-145)
- I. Request the Governing Board to approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2025-2026 School Year (pages 146-152)
- J. Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2025-2026 School Year (pages 153-167)
- K. Request the Governing Board to approve the MOU with the JPA Member Districts for a Career Technical Education Incentive Grant (CTEIG) Program Consortium for the 2024-2027 School Years (pages 168-170)

IX. Information Items

- A. Superintendent's Evaluation Timeline (pages 172-173)
- B. Perkins Eastman Proposal for the Eden Area ROP Facilities Master Planning (pages 174-210)

X. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2025-2026 Fiscal Year

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2025-2026 Fiscal Year (page 212)
- B. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2025-2026 School Year (pages 213-217)
- C. Request the Governing Board to approve the Revised Salary Schedules (Charts 1-4) Effective July 1, 2025 (pages 218-228)

- D. Request the Governing Board to approve the Zero-Emission Vehicle (ZEV) Technology Course Curriculum for Year 1 Semester 1 (pages 229-230)
- E. Request the Governing Board to approve the Vision Statement Eden Area ROP Vision Statement (page 231)
- F. Request the Governing Board to approve the Ongoing Linkage Agreement with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Pre-Apprenticeship Support (pages 232-235)
- G. Request the Governing Board to approve the Agreement with Napa County Office of Education (NCOE) for K12 Strong Workforce Program (SWP) Round 7 for Regional AI Literacy Partnership: From Classroom to Career for the 2025-2026 and 2026-2027 School Years (pages 236-241)

XI. Superintendent's Report

XII. Governing Board Reports

XIII. Recess to Closed Session

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

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

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

XV. Action Items

- H. Request the Governing Board to approve the Second Amendment to the Superintendent's Employment Agreement (pages)

XVI. Adjournment

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board May 1, 2025

I. Call to Order

Juan Campos, Board Vice-President, called the meeting to order at 5:45 p.m. on Thursday, May 1, 2025, in the Boardroom, at the Eden Area Regional Occupational Program located at 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, Vice President	San Lorenzo USD
Sara E. Raymond, Member	Castro Valley USD
Ken Rawdon, Member	Hayward USD

Eden Area ROP Governing Board Members Present:

James Aguilar, President	San Leandro USD
--------------------------	-----------------

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Lilliana Angulo	Public Relations and Student Activities Specialist
Jessica Fagundes	Career Counselor
Gabriela Juarez	Executive Assistant
Johanna Lopez-Romo	Work-Based Learning Specialist

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

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

Trustee Sara Raymond moved to approve the agenda with the removal of Closed Session Item C. Trustee Ken Rawdon seconded the motion. By the following vote, the agenda was approved as amended:

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

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

None.

VIII. Consent Calendar

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

- A. Minutes of the Regular Governing Board Meeting of April 10, 2025
- B. Bill Warrants
- C. Personnel Action Items
- D. Receipt of the Career Technical Education Incentive Grant (CTEIG) Round 10 Funds
- E. Agreement with Abraham Hill for Direct Support Professional Training for the 2025-2026 School Year
- F. Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2025-2026 School Year
- G. Agreement with Ellen Faryna for Direct Support Professional Training for the 2025-2026 School Year
- H. Agreement with Abtech Technologies for Information Technology Support Services for the 2025-2026, 2026-2027, and 2027-2028 School Years
- I. Subaward Agreement with California State University East Bay for the Downtown Hayward Promise Neighborhoods Program (DHPN) 2023-2027
- J. Agreement with Del Conte's Landscaping, Inc. for Landscape Maintenance Services for the 2025-2026 and 2026-2027 School Years
- K. Agreement with Lozano Smith, LLP for Legal Services for the 2025-2026 School Year
- L. Agreement with Premier Commercial Cleaning Solutions (PCCS) for Janitorial Services for the 2025-2026 School Year
- M. Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2025-2026 School Year
- N. Second Amendment to the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement with Alameda County and the Alameda County Workforce Development Board
- O. 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
- P. 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
- Q. 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
- R. 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
- S. 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

Trustee Ken Rawdon seconded the motion.

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

IX. Information Items

A. Recognition of Staff of the Year

Blaine Torpey, Superintendent, reported about the recognition of the Certificated Employee of the Year, Classified Employee of the Year, and the Rookie of the Year awards.

Recognizing the outstanding efforts of Eden Area ROP staff is an important way to build a culture and climate of dedication and appreciation.

For the 2025-2026 school year, the Eden Area ROP has selected the following staff members to be recognized for their efforts on behalf of Eden Area ROP students and staff this year.

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 and Student Activities Specialist

Superintendent Torpey spoke about each nominee and their positive impact on the Eden Area ROP as well as provided staff with the opportunity to share a few words.

B. Career Counselor Report

Jessica Fagundes, Career Counselor, provided the Governing Board with a comprehensive overview of her responsibilities and activities over the past year. Ms. Fagundes explained that she serves as the liaison between the Eden Area ROP, resident school counselors, instructors, students, and parents. She supports enrollment processes, provides counseling services in academic, college, career, and social-emotional areas, and organizes numerous events and workshops.

Ms. Fagundes discussed her collaboration with resident school counselors and case managers, noting the importance of clear and consistent communication, especially regarding enrollment, grades, attendance, behavioral concerns, and the implementation of IEPs and 504 plans. She shared that the school currently serves 124 students with IEPs and 43 with 504 plans, and acknowledged the program's increasing appeal to students who thrive in more hands-on, experiential learning environments.

She highlighted the growing student population, which has increased from approximately 400 to over 640 in the last three years, and emphasized the need for proper student placement to ensure program fit and success.

Among the events she coordinates is the annual Student of the Year celebration and the annual Counselors' Breakfast, which was catered by the Culinary Science program. A new feature of the breakfast was a student panel including both alumni and current second-year students, allowing them to share their experiences with visiting counselors and staff.

Ms. Fagundes also described recent student workshops, including California Career Zone, Build California, financial literacy (featuring a guest financial planner), financial aid sessions, and a LinkedIn workshop led by Ms. Johanna Lopez (Work-Based Learning Specialist). Additionally, she mentioned her ongoing work with Chabot College, including dual enrollment, articulation agreements, and her participation in the Chabot Area Counseling Collaborative (CACC).

C. SkillsUSA Update

Ms. Manuschka Michaud shared an update on the Eden Area ROP's participation in this year's SkillsUSA competition held in Ontario. She noted it was the largest group they have ever taken, totaling 106 students and adults, including 14 teachers, two bus drivers, and the use of 38 hotel rooms. Due to the group's size, they stayed at a new hotel located a mile from the Ontario Convention Center.

Ms. Michaud explained that SkillsUSA allows students to compete in various career-based technical skills they've learned through the Eden Area ROP and off-site programs. She highlighted several successful events, including the first-time inclusion of the Entrepreneurship competition, where students from Tennyson placed first and advanced to the state level.

The presentation included a short slideshow showcasing the event, with Ms. Michaud explaining the intense schedule students follow, with competitions running all day Friday and Saturday. Despite changes in event formats, such as auto refinishing being moved to a new location and tests being altered, students performed exceptionally well. Several students won medals and advanced to Nationals in Atlanta. Ms. Michaud emphasized how transformative this experience is for students, many of whom had never traveled out of state or flown on a plane. She highlighted the school spirit and camaraderie, especially during the closing ceremonies at the Toyota Arena, attended by 10,000 students.

In closing, Ms. Michaud stressed how SkillsUSA fosters real-world readiness, self-confidence, and teamwork among students. She expressed pride in the staff and students' efforts, noting the impact this experience will have on their futures and the school's continued strong presence in the competition.

D. Eden Area ROP Draft Vision Statement Review and Feedback

Blaine Torpey, Superintendent, shared an overview of the draft vision statement process and requested feedback from the Board. Superintendent Torpey explained that development of the vision statement began with internal leadership work over the summer, followed by input from staff, the Coordinating Council, and students. He expressed appreciation to Mr. Rizkallah for guiding the student engagement process, noting that student input was particularly strong.

Superintendent Torpey shared with the Board that maintaining a vision statement is part of Board policy and is considered best practice. He discussed that while the mission describes current work and the core values reflect organizational principles, the vision statement sets the aspirational direction for the future. Eden Area ROP also maintains

student learning outcomes, which are required by the Western Association of Schools and Colleges (WASC) and will be revisited in preparation for the upcoming mid-cycle review in May.

Superintendent Torpey outlined the development process, noting that the staff and student groups each generated their own version based on preferred language and elements. The three versions included in the board packet reflect input from classified staff, certificated staff, and students.

The three draft statements were read aloud, and feedback was invited. Prompts were provided to help guide discussion, including which version resonated most, whether anything was missing, and if combining elements from different drafts might improve clarity or impact.

Superintendent Torpey thanked the Board for their input and explained that the next step will be to gather staff votes on the three options, incorporating the Board's feedback. A final version will be brought to the Board for approval in June.

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

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the second reading and adoption of Governing Board Policies, Administrative Regulations, Board Bylaw and Exhibit.

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

B. Request the Governing Board to approve the 2025-2026 High School Student Calendar

Upon review of and a motion by Trustee Ken Rawdon and a second by Trustee Sara Raymond the Governing Board approved the 2025-2026 High School Student Calendar.

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

C. Request the Governing Board to approve the Adoption of Resolution 10-24/25: Day of the Teacher

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the adoption of Resolution 10-24/25: Day of the Teacher.

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

**D. Request the Governing Board to approve the Adoption of Resolution 11-24/25:
Classified Employees' Week**

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the adoption of Resolution 11-24/25: Classified Employees' Week.

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

**E. Request the Governing Board to approve the Adoption of Resolution 12-24/25:
Temporary Borrowing Between Funds**

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the adoption of Resolution 12-24/25: Temporary Borrowing Between Funds.

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

**F. Request the Governing Board to approve the Adoption of Resolution 13-24/25:
Year End Budget Transfers of Funds**

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the adoption of Resolution 13-24/25: Year End Budget Transfers of Funds.

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

**G. Request the Governing Board to approve the Adoption of Resolution 14-24/25:
Authority to Sign Contracts for the 2025-2026 Fiscal Year**

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 14-24/25: Authority to Sign Contracts for the 2025-2026 Fiscal Year.

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

**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**

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved the adoption of Resolution 15-24/25: Delegation of Powers to Agents for the 2025-2026 Fiscal Year.

AYES: 3 (Campos, Rawdon, Raymond)

NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Aguilar)

I. Request the Governing Board to approve the Zero-Emission Vehicle (ZEV) Technology Course Outline

Upon review of and a motion by Trustee Ken Rawdon and a second by Trustee Sara Raymond the Governing Board approved the Zero-Emission Vehicle (ZEV) Technology course outline.

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

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

Upon review of and a motion by Trustee Sara Raymond and a second by Trustee Ken Rawdon the Governing Board approved 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.

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

XI. Communications

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

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

Superintendent's Report

Blaine Torpey, Superintendent, presented his report to the Board, highlighting recent achievements and ongoing initiatives.

Superintendent Torpey began by sharing highlights from a recent work-based learning opportunity, where 20 local dentists participated in a speed interview event with Eden Area ROP students. The event was organized by Dental Assisting Instructor Anissa Barrot in partnership with the Southern Alameda Dental Society. As a result, some students were offered jobs, and others interested in dentistry were matched with professional mentors. Superintendent Torpey emphasized the value of providing students with real-world engagement and opportunities to rise to professional challenges.

He also reported that Eden Area ROP participated for the first time in the Castro Valley/Eden Area Chamber of Commerce Student Citizen of the Year program. Construction Technology student and ROP Ambassador Adriana Leon was recognized for her many accomplishments, including winning a SkillsUSA regional gold medal and

serving as a teacher assistant during the CTE middle school summer summit. She is expected to return to that role this summer.

Superintendent Torpey praised the Student Ambassadors for their efforts in supporting the vision statement presentations, remarking that they did an outstanding job.

He highlighted an event led by Tennyson High School Instructor Maria Luisa Fuller, in partnership with the Eden Area ROP Educational Services team. A TED Talk-inspired speaking event was held for World House students, multilingual learners, who gave speeches in a competition format. Superintendent Torpey commended their courage and performance, calling the event remarkable.

An update was also shared on a collaboration with the City of Hayward's Economic Development team and the CalED Award for the Earn to Learn program. With support from Mr. Lang and his staff, Eden Area ROP helped administer American Rescue Plan Act (ARPA) funds through scholarships for Hayward residents and incentives for local businesses to hire program completers. Superintendent Torpey emphasized the importance of delegated authority to act quickly in such initiatives and expressed pride in the adult programs' ability to deliver results efficiently.

Superintendent Torpey also noted that the Zero-Emission Vehicle Technology Training Program has received A–G approval, aligning with student outcome goals. He recognized the innovation of staff in launching new events such as the upcoming Career Expo and the inclusion of a student panel at the recent counselors' breakfast. The Workplace Violence Prevention Program was finalized and training for all staff was completed earlier in the week. Planning is also underway for significant summer facilities projects.

The Board was reminded that the Student of the Year Celebration would take place the following Thursday.

In closing, Superintendent Torpey read a student reflection from the "Faces of the Future" internship program. A medical assisting student described their hands-on experience at St. Rose Hospital in physical therapy, expressing how the internship deepened their passion for healthcare. He also highlighted the success of other students in the program who are pursuing college and careers in service-oriented fields, particularly nursing. He noted the importance of this service mindset across many of Eden Area ROP's programs.

XII. Governing Board Reports

Sara Raymond, Castro Valley Unified School District (CVUSD) representative, acknowledged May 1st as May Day, also known as the Day of the Worker. She emphasized the importance of recognizing all forms of labor as skilled, rejecting the notion of "unskilled labor" as a term that undermines the value of workers and contributes to underpayment.

Trustee Raymond also noted the significance of the Board's approval of the Multi-Union Construction Trades Workforce Initiative (MU CTWI) on this day. She praised the initiative's focus on pre-apprenticeship work and highlighted the importance of celebrating the skilled trades and the craftsmanship involved in building infrastructure. She concluded by expressing gratitude for union members and encouraging continued support for those entering the trades.

Ken Rawdon, Hayward Unified School District (HUSD) representative, shared his enthusiasm for the arts, particularly the performing arts, which he considers a personal passion. He expressed excitement for upcoming end-of-year student performances and noted he would be attending an event the following day.

Trustee Rawdon highlighted the successful use of Hayward USD's new Performing Arts Center, which is less than a year old. The district is currently staging its first full-scale Broadway musical, The Lion King, featuring music, dance, and high production value. He noted there would be six performances and praised the quality and scale of the production.

Additionally, Trustee Rawdon shared his involvement with the Hayward Rotary Club as the district liaison. He was tasked this year with organizing the club's annual speech contest, which he had not previously been aware of. The contest saw participation from 11 students, and a student from Hayward High won and advanced through the regional and state levels to the national competition, ultimately placing fourth, a first-time achievement for the Hayward Rotary.

Juan Campos, San Lorenzo Unified School District (SLUSD) representative, provided an update following his recent participation in the California School Boards Association (CSBA) Coast2Coast annual conference in Washington, D.C. Trustee Campos noted the conference focused on advocacy and preparation for meetings with federal legislators.

Trustee Campos met with Congressman Eric Swalwell to discuss a range of issues, with four primary topics highlighted during the lobbying efforts: technology, special education, mental health, and career technical education (CTE). He was proud to report that CTE was a key area of focus and was recognized at the federal level for its importance to schools and students. Trustee Campos emphasized the significance of advocating for CTE as a representative of Eden Area ROP, and expressed hope that this would lead to continued support and future opportunities.

He also addressed concerns regarding proposed federal cuts to mental health funding. Trustee Campos noted that this issue was raised by many superintendents at the conference, some of whom planned to visit the U.S. Department of Education to voice their concerns. He pointed out the contradiction in reducing mental health support at a time when student mental health needs are a major concern nationally. Despite these challenges, Trustee Campos concluded on a positive note, expressing optimism about the attention and support CTE is receiving at the national level.

XIII. Recess to Closed Session

The meeting was called into closed session at 7:31 pm.

- 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

Closed Session Item C was pulled from the agenda.

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

The meeting resumed to open session at 8:09 pm.

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

Board Vice President, Juan Campos, reported that no action was taken.

**B. Public Employee Performance Evaluation
Government Code 54957
Title: Superintendent**

Board Vice President, Juan Campos, reported that no action was taken.

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

Closed Session Item C was pulled from the agenda.

XV. Adjournment

The meeting was adjourned at 8:09 pm.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 22, 2025 through May 21, 2025 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Listed Donation-
California Association of SkillsUSA, Inc.

BACKGROUND

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

CURRENT SITUATION

On May 12, 2025, California Association of SkillsUSA, Inc. made a monetary donation of \$1,000 to the Eden Area ROP Entrepreneurship program.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Amended Agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 School Years

BACKGROUND

In September 2023, the Eden Area ROP applied for a grant through the California Air Resources Board to develop a high school Zero Emission Vehicle Training Program. This program will create a Zero Emission Technology Pathway in the Transportation Sector. In partnership with Hatch, a consultancy and national leader in green transportation solutions, the Eden Area ROP will develop curriculum, modify existing infrastructure for instructional spaces, and recruit students into the Zero Emission Vehicle Training Program. AC Transit, the nation's leader in Zero Emission Bussing has been an excellent industry advisor, helping us develop the application and program concepts.

CURRENT SITUATION

The agreement was originally approved by the Governing Board on June 7, 2024.

The agreement with the California Air Resources Board will provide the Eden Area ROP \$1,402,524.95 to develop the Zero Emission Technology Training Program. The proposed start date is June 1, 2024, with all funds dispersed and reimbursed, and all reporting complete by June 30, 2026. The first cohort of students enrolled in the program is Fall 2025.

Fiscal Impact: The Eden Area ROP will receive \$1,402,524.95 to develop and implement the Zero Emission Technology Training Program at the Hayward Center.

The Amendment modifies the completion dates for the milestones which encompass project goals and project deliverables. During this process, CARB Legal updated items in the agreement that were due to legislative updates, as well as updating the Intellectual Property license so that the Eden Area ROP owns the license and CARB has an ongoing license to use the Intellectual Property.

CONSENT CALENDAR

GRANT AGREEMENT COVER SHEET

GRANT NUMBER G21-AEVS-01-1	
NAME OF GRANT PROGRAM Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AEVS)	
GRANTEE NAME Eden Area Regional Occupational Program	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-3158083	TOTAL GRANT AMOUNT NOT TO EXCEED \$1,402,524.95
START DATE: June 12, 2024	END DATE: June 30, 2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Eden Area Regional Occupational Program (the "Grantee"). **The parties mutually agree to amend this Grant Agreement. Amendments are shown as deletions in strikethrough and as additions in bold and underlined text. All other terms and conditions remain the same. In the case of any conflict between this Grant Agreement and prior versions, this version shall control.**

Exhibit A – Grant Agreement Terms and Conditions
Exhibit B – Statement of Work
Exhibit B, Attachment 4 ~~I~~ – Budget Summary
Exhibit B, Attachment 2 **II** – Project Tasks
Exhibit B, Attachment 3 ~~III~~ – Project Milestones
Exhibit B, Attachment 4 **IV** – Key Project Personnel
Exhibit C – Fiscal Year 2021-22 Funding Plan
Exhibit D – Grant Solicitation
Exhibit E – Grantee Application Package
~~Exhibit F – Payee Data Record~~
~~Exhibit G – Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations~~

The purpose of amendment No. 1 is to update Exhibit A Grant Agreement Terms and Conditions, update Tasks in Exhibit B, Attachment I, adjust various start and end dates in Exhibit B, Attachment II, remove Exhibits F and G, and update placeholders for Exhibits C, D, and E. This Agreement is of no force or effect until signed by both parties. The Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Eden Area Regional Occupational Program	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, California 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 26316 Hesperian Blvd., Hayward, California 94545	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$0.00	PROGRAM 3510000L32	PROJECT 3900CLEAN	ACTIVITY 3228CLEAN21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$1,402,524.95	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$1,402,524.95	(OPTIONAL USE)		CHAPTER 69
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	STATUTE 2021 SB 129
SERVICE LOCATION 50013		FISCAL YEAR (ENY) 2021 (\$1,402,524.95)	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			29
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:			DATE

N/A	
-----	--

Grant Agreement

**Eden Area Regional Occupational Program:
Adult Education and Vocational School
Zero-Emission Vehicle Technology Training Project
(AEVS)**



EXHIBIT A

**GRANT AGREEMENT TERMS AND CONDITIONS
BY AND BETWEEN THE CALIFORNIA AIR RESOURCES BOARD AND EDEN AREA
REGIONAL OCCUPATIONAL PROGRAM**

This Grant Agreement ("Grant", "Grant Agreement" or "Exhibit A") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the Eden Area Regional Occupational Program (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.

As referenced in this Grant Agreement, "Grantee" includes, individually and collectively, Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, or assigns.

For the purposes of this Grant Agreement, a "subgrant" is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subgrantee" that is used to support a project that the subgrantee carries out in support of their own program. The subgrantee has responsibility for some programmatic implementation and does not make a profit or otherwise receive reimbursement in excess of its actual costs. In contrast, the Grantee hires a "contractor" or "subcontractor" under a contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or subcontractor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers.

"Resource Entity" or "Resource Entities" means and includes, individually and collectively, Grantee's Contractors, Subcontractors, and consultants.

"Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, Subgrantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds other than the Grantee or Resource Entities.

The Parties agree as follows:

1. PURPOSE

CARB shall provide funding from the Budget Act of 2021 pursuant to Fiscal Year (FY) 2021-22 Funding Plan for Clean Transportation Incentives for the Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project Program ("Program") to Grantee to establish and administer the Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project ("Project") as provided in

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Exhibit B, as referenced below.

The purpose of amendment No. 1 is to update Exhibit A, Grant Agreement Terms and Conditions, update Tasks in Exhibit B, Attachment I, adjust various start and end dates in Exhibit B, Attachment II, remove Exhibits F and G, and update placeholders for Exhibits C, D, and E.

- a. In the order of precedence set out herein below, Grantee agrees to comply with all of the terms, provisions and conditions contained in this Grant Agreement ("Exhibit A") as well as the following Exhibits incorporated into and made a part of this Grant Agreement by this reference:
 - i. Grant Agreement Cover Sheet
 - ii. **Exhibit C: Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives**
 - iii. Exhibit A: Grant Agreement Terms and Conditions
 - iv. Exhibit B: Statement of Work:
 - 1) Attachment I: Budget Summary
 - 2) Attachment II: Project Tasks
 - 3) Attachment III: Project Milestones
 - 4) Attachment IV: Key Project Personnel
 - ~~v. Exhibit C: FY 2021-22 Funding Plan for Clean Transportation Incentives~~
 - vi. Exhibit D: Request for Proposals - Grant Solicitation (RFP) for which the Grantee's Application was received
 - vii. Exhibit E: Grantee Application Package
 - ~~viii. Exhibit F: Payee Data Record~~
 - ~~ix. Exhibit G: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations~~

2. TERM; TERMINATION

- a. **Term.** The term of this Grant Agreement ("Term") commences the date this Grant Agreement is executed by authorized representatives of both Parties (the "Effective Date") and terminates on **June 30, 2026**, unless terminated or canceled sooner per the terms of this Grant Agreement. Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties.
- b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft final Status Report to the CARB Project Liaison no later

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

than **March 1, 2026**, pursuant to Section 9 of this Grant Agreement. Grantee's performance shall be deemed complete on the date CARB approves the final Status Report. A final request for payment and final Status Report must be received by CARB no later than **April 1, 2026** (See Section 9 of this Grant Agreement for additional details).

c. Termination

- i. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by Grantor upon providing thirty (30) days advance written notice.
 - ii. **Termination for Cause by Grantee.** Upon providing thirty (30) days advance written notice to Grantor, this Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement.
 - iii. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of the Grantee Recipients (partners, consultants, contractors, or sub-grantees or technical Grantees) have breached any of the terms or conditions of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, contractors, subcontractors, affiliates, consultants or any of the Grant Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third-party beneficiary.
- 1) **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:
- a) Failure to comply with any of the provisions of the Grant, including Exhibits.
 - b) Failure to obligate or expend Grant Funds within established timelines or failure to show timely interim progress to meet these timelines.
 - c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - d) Misuse of Grant Funds.
 - e) Funding of ineligible activities or other items.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- f) Exceeding the allowable Grant Fund.
 - g) Insufficient, incomplete, or faulty documentation.
 - h) Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
 - i) Poor performance as determined by a review or fiscal audit.
- 2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
- a) Within fourteen (14) days of any request, timely develop and implement a corrective action plan.
 - b) Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, Grant Recipients, and employees to immediately cease all work and spending.
- ~~iv. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds, the Project and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant.~~
- iv. **Transition of Funds, Data, and Property. Upon termination, issuance of a termination notice by either Party, cancellation, or expiration of this Grant Agreement, whichever occurs sooner, the Grantee shall immediately, and no later than 10 business days prior to the termination, cancellation, or expiration of this Grant Agreement, do all of the following:**
- 1) Transfer to CARB all unspent Grant Funds, including any advance payment and any earned interest, and within 45 days of receipt of notice from the Grantor of Grantee non-performance, if any, provide a money transfer confirmation of the returned funds.**
 - 2) In the case of termination for cause by Grantor:**
 - a) Transfer to CARB all Project Information Resources, as defined in the Data and Intellectual Property Section, and Project Equipment, as defined in the Equipment/Vehicle**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Ownership Section, owned by, or in the possession or control of, the Grantee;

- b) **Permanently assign to CARB exclusive ownership of all Project Information Resources and Project Equipment, to the extent Grantee has the right to do so; and,**
- c) **Provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transfer Plan.**
- v. CARB, at its sole discretion, may elect to have any or all of the **unspent Grant Funds, Project Information Resources, and Project Equipment** funding, documentation, intellectual property, and other property transferred to a CARB-selected designee.
- vi. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.
- vii. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a final Grant Disbursement Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total authorized amount for the Grant Funds.
- d. **Contingency Provision.** In the event this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in their sole discretion to use or make the Grant funds available in a manner consistent with applicable laws, policies and the applicable Funding Plan(s), which may include but is not limited to allocating the funds to other projects or awarding a Grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached.
- e. **CEQA.** CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. No work may be initiated by the Grantee, nor will

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

any funding be disbursed by CARB, until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

3. GRANT AMOUNT

- a. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A (Grant Agreement) is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).
- b. The administration of Grant Funds is set out in Section 6 below.

4. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Grant Agreement are as follows:

The CARB Project Liaison is Danny Luu. Correspondence regarding this project shall be directed to:

Danny Luu
Air Pollution Specialist, Mobile Source Control Division
1001 I Street
Sacramento, California 95814
Phone: (279) 216-0286
Email: Danny.Luu@arb.ca.gov

The Grantee Liaison is Blaine Torpey. Correspondence regarding this project shall be directed to:

Blaine Torpey
Superintendent, Eden Area Regional Occupational Program
Center
26316 Hesperian Blvd
Hayward, California 94545
Phone: (510) 293-2901
Email: btorpey@edenrop.org

5. GENERAL DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Project and Program under this Grant Agreement. More detailed duties and responsibilities are set out in other sections of this Grant Agreement.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- a. **California Air Resources Board.** CARB is responsible for the following:
- i. Reviewing and approving the work plan, budget, and schedule.
 - ii. Reviewing and approving the outreach and awareness plan, including but not limited to proposed strategies of engagement; education and outreach materials, such as activities, timelines, materials, webpages, and participant surveys.
 - iii. Reviewing and approving the data collection plan, including but not limited to project reporting, surveys, data collection, and semi-annual California Climate Investments reports.
 - iv. Reviewing and approving the quarterly Status Reports and the final Status Report.
 - v. Participating in regular meetings with the Grantee to discuss the Grantee's duties, responsibilities, and status of the Project.
 - vi. Reviewing, approving, denying, or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90).
 - vii. Facilitating payments to Grantee after CARB approval of the Grant Disbursement Request Forms (Form MSCD/ISB-90).
 - viii. Providing project oversight and accountability (in conjunction with the Grantee).
- b. **The Grantee.** The Grantee and its representatives shall:
- i. Perform in a timely manner, all Project work as described in this Grant Agreement, as well as Exhibit B, for at least one (1) year from the date the Grantee begins using Grant Funds.
 - ii. Comply with all applicable requirements of statutes and regulations under federal and California laws;
 - iii. Comply with all terms, provisions, and conditions of this Grant Agreement, including all incorporated documents, and fulfill all assurances, declarations, representations, and statements made by Grantee in the Grantee application materials (Exhibit E) and as reflected in the RFP (Exhibit D).
 - iv. Require Grantee's employees, officers, directors, agents, assigns, affiliates, representatives, contractors, subcontractors, and consultants to meet all the aforementioned requirements, as applicable.
 - v. The Grantee shall use best efforts and subject matter expertise in managing, overseeing and implementing the day-to-day tasks of the Project, which includes the scope of work outlined in the solicitation and overall support to the Project. The Grantee's responsibilities

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

include, but are not limited to, the following tasks:

- i. Project planning and implementation throughout the Term.
- ii. Developing the work plan, budget, and schedule.
- iii. Performing within the work plan, budget, and schedule.
- iv. Developing the quarterly Status Reports and final Status Report.
- v. Sustaining the Project past the Term for at least one and a half (1.5) years.
- vi. Coordinate with CARB, as necessary, to ensure expeditious implementation of the Project in a way that is in the best interest of the Program. This includes, but is not limited to, developing workforce training and development curriculum, filling disbursement requests, creating reports, coordinating outreach efforts, developing outreach materials, and planning events.
- vii. Participate in CARB-approved events (e.g., CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent the Project.
- viii. Provide timely relevant information to CARB upon request. Information requested by CARB may include, but is not limited to, the following:
 - 1) Status of the market;
 - 2) Barriers and potential solutions;
 - 3) Recommendations to improve the Program;
 - 4) Role of incentives and how incentive programs can complement workforce training and development.
- ix. Closely communicate with CARB any significant changes to Project implementation that would impact the implementation of the Project as provided by the Statement of Work (Exhibit B).
- x. Applying best efforts, and best practices and standards, Grantee will manage, oversee, and administer quality control and timely delivery of deliverables, ensuring that obligations and responsibilities under the Grant Agreement are fulfilled.
- xi. Accomplish all of the other Grantee duties, responsibilities and obligations set out in all other Sections of this Grant Agreement.
- xii. **Public Outreach and Workforce Development**
 - 1) Develop the outreach and awareness plan, including but not limited to proposed strategies of engagement; education and

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

outreach materials, such as activities, timelines, materials, webpages, and participant surveys.

- 2) Work with community-based organizations (CBOs) to conduct public outreach necessary to educate local community members about the benefits of the Project and about training opportunities that may result from the Project.
- 3) Implement technical training components included in the Grant agreements and provide technical training opportunities in disadvantaged communities.
- 4) Provide translation services for communities, CARB staff and documents to support the Project.
- 5) Respond promptly to legislative and public requests regarding the Project in coordination with CARB.
- 6) Assist CARB in planning of public events that showcase the Project.

xiii. **Data Collection and Processing**

- 1) Develop the data collection plan, including but not limited to project reporting, surveys, data collection, and semi-annual California Climate Investments reports.
- 2) Ensure that at least six (6) months of data collection is collected, processed, analyzed, evaluated for compliance, and reported to CARB in a timely manner.
- 3) Keep Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.
- 4) Consult with and get CARB approval before the release of any data that has been collected during the course of the Project.
- 5) Promptly respond to CARB's request for Project data.
- 6) Promptly notify CARB if there is any request for Project data.
- 7) Document findings from the Project.
- 8) Coordinate with other CARB data collectors and processors, as requested by CARB.

xiv. **Transition**

- 1) Develop and execute a Project Transfer Plan, as part of the Grantee's closeout duties, to ensure, in a form and format acceptable to CARB, a complete and timely transfer of **the Project information, intellectual property licenses, if any according to the Data and Intellectual Property Ownership**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

section, and any remaining Grant Funds information, funds, intellectual property, (including all licenses and rights), processes, materials, accounts, data and websites to CARB on a timely basis. The Project Transfer Plan is subject to review, approval and acceptance by CARB, and at CARB's request, Grantee shall promptly amend, modify, or update the Project Transfer Plan. The Project Transfer Plan will include, at a minimum, the following tasks:

- a) Timely complete all tasks associated with the Project closeout.
 - b) Timely transfer ownership and control of all Program **remaining Grant Funds, Project Information Resources, and Project Equipment in accordance with the Transition of Funds, Data, and Property Section** and Project data, intellectual property, funds, information, processes, materials, accounts, and websites to CARB in a form, format and at a time acceptable to CARB (See Sections 9 through 13 of the Grant Agreement for more information).
 - c) Timely provide CARB with a final Status Report that summarizes and evaluates total funds expended (including match, interest earned, and in-kind funds), status of the Project, quantified benefits to disadvantaged communities, outreach efforts, implementation challenges, recommendations for potential Program and Project improvements, and other items, as requested by CARB (See Section 9 through 13 of the Grant Agreement for more information).
- 2) Upon CARB request or within thirty (30) days from the termination or expiration of the Term (whichever is sooner), transfer and assign to CARB all ownership and control of all property, including but not limited to all accounts, equipment, data, materials, information, records, technology, webpage(s), databases, software or other intellectual property developed, licensed or purchased by, for or on behalf of the Grantee for the purposes of administering, monitoring, managing or implementing the Project or Program (See Sections 9 through 13 of the Grant Agreement for more information).

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

6. FISCAL ADMINISTRATION

a. Budget

- i. At least seventy-five percent (75%) of the total Grant Funds for the Term must benefit a California-based, accredited, non-profit adult education or vocational school. The maximum amount payable to Grantee by CARB shall not exceed the total amount of Grant Funds (Exhibit B–Attachment I: Budget Summary).
- ii. Under no circumstance will CARB reimburse the Grantee for more than the allowable amount of Grant Funds. A written Amendment pursuant to Section 15, General Provisions, of this Grant Agreement is required whenever there is a change to the Grant Funds.
- iii. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if, by March 1, 2026, seventy-five percent (75%) of total Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, Section 2 of this Grant Agreement shall apply.
- iv. Where the total disbursed amount of the Grant Funds is less than the allowable amount, CARB, in its sole discretion, may re-allocate the remaining amount to other Project uses within the Project Schedule and Budget, which may only be accomplished through a written Amendment to the Grant Agreement.
- v. Subject to prior written approval from CARB, Budget line-item shifts of up to ten percent (10%) of the Grant Funds may be made during the Term, provided such shifts are made by written Amendment to the Grant Agreement. Line-item shifts may be proposed by either Grantor or the Grantee and must not increase or decrease the total amount of the Grant Funds. All line-item shifts must be consistent with Exhibit B (Attachment I–Budget Summary, Attachment II–Project Tasks, and Attachment III–Project Milestones).

b. Project Funding

i. The Grant Disbursement Form (Form MSCD/ISB-90)

- 1) Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in this Section 6. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to CARB a Grant Disbursement Request Form (Form MSCD/ISB-90), a Status Report,

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

demonstration of completion of milestones stipulated in Exhibit B, Attachment III, demonstration that the requirements of this Section 6 have been satisfied, and any other associated deliverables (if applicable). CARB will have the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B, Attachment III (with the exception of the final disbursement of Grant Funds), necessary to assure the goals of the Program are met.

- 2) The Grantee shall initially submit an unsigned Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review.**
- 3) The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at ~~accountspayable~~ **grants@arb.ca.gov**, with a CC to the CARB Project liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- 4) **Grant disbursement requests must be submitted by the Grantee to CARB no later than May 1 of each CARB fiscal year to ensure adequate time for processing prior to the end of that fiscal year. The final disbursement request for this Grant must be submitted by May 1, 2026. The funds specified in this Grant Agreement must be disbursed by June 30, 2026.**~~The Grantee shall not submit disbursement requests from June 1 through June 30 of each year. This will accommodate FISCAL going offline for end-of-year closing.~~
- 5) Grant payments are, in each instance, subject to CARB's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison determines that a milestone has not been accomplished or documented, that a deliverable meeting specification has not been provided, that claimed expenses have not been documented or accomplished or are not valid per the budget or are not reasonable, or that the Grantee has not met other terms or conditions of the Grant.
- 6) The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant disbursement. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

comply with the Grant Agreement.

- 7) CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- 8) **Payment or reimbursement by CARB is contingent on the availability of designated or legislatively appropriated funds.**

ii. Authorized Costs (if set out in Exhibit B of this Grant Agreement) may include but are not limited to:

- a) Grantee's personnel salaries and employee benefits (e.g., health care, paid sick leave, pensions and 401(k) contributions, (excluding commissions, profits, and bonuses). Reasonable cost of living increases may be allowed, provided Grantee obtains advance written approval from an authorized representative of CARB. Employee incentive compensation (not bonuses) may be reimbursable where CARB has determined that all of the following criteria have been met:
 - (i) It is incentive compensation to employees for actual work performed on the Grant;
 - (ii) Such incentive compensation is reasonable, necessary, allowable, and properly allocated, as determined by CARB;
 - (iii) The incentive compensation is:
 - a. Based on cost reduction, or efficient performance, suggestion awards, safety awards, etc.,
 - b. The overall compensation is determined to be reasonable, and
 - c. Such costs are paid or accrued pursuant to an agreement entered into in good faith between the Grantee and the employees before the services were rendered, or pursuant to an established written plan that is followed by the Grantee so consistently as to imply, in effect, an agreement to make such payment (in place prior to performance of the work). The incentive compensation is not based on a distribution of company earnings in excess of costs;
 - (iv) The incentive compensation for actual work performed on the Grant is reasonable for the services rendered and conforms to the established written policy of the

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Grantee consistently applied to both Grant and non-Grant activities;

- (v) The written policy was in place prior to initiating any work on the Grant project;
- (vi) The written policy is consistent with Grantee's bylaws and/or written rules or written policies;
- (vii) The written plan is consistent with State and federal laws, where applicable; and,
- (viii) All the applicable provisions of 2 C.F.R. Section 200.430 have been met with respect to incentive compensation.

- b) Direct operating costs (e.g., supplies and equipment, excluding real property, building and facility improvements, capital expenditures, rent, phones, computers, software or other licenses, furniture, vehicles, aircraft, and vessels). If investment in capital expenditures, software or other licenses, computers, phones, furniture, vehicles, aircraft or vessels are necessary to carry out the Grantee responsibilities for the direct benefit of the Project, then advance written approval from CARB shall be required and in each instance title to all such assets (both real and personal) shall vest solely in the State of California, or, alternatively at CARB's sole discretion, shall be fully transferred and assigned to the State of California upon termination or cancellation of the Grant Agreement, unless specified otherwise by CARB.
- c) Telecommunications and related utilities (electricity, telephone, and internet services).
- d) Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR). Travel is limited to inside California, except as otherwise approved in writing by CARB.
- e) Except where expressly disallowed by CARB in the Solicitation or elsewhere in this Grant Agreement, permits and other jurisdictional approvals required to directly support the Project may be authorized.
- f) Consultant fees (if pre-approved in writing by an authorized representative of CARB).
- g) Printing, records retention, and mailing.

iii. **Maintain Documentation of Grant Funds**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

The Grantee must maintain all supporting documentation and accounting of Grant Funds requested, expended, transferred, held, or used, including all of the following:

- a) Personnel records, including but not limited to timesheets and other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percent of time staff devoted to Project implementation and administration.
- b) Consultant Fees, including but not limited to consultant contracts and invoices. All consultant fees must be pre-approved by CARB. Fees expressly identified in the budget as a part of the Grantee Application Package are considered pre-approved by CARB.
- c) Printing, mailing, and travel expenses, including but not limited to receipts and/or invoices.
- d) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The State's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- e) The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of five (5) years after submittal of the final Program invoice to CARB.
- f) The above documentation must be provided to CARB upon request, in monthly Status Reports, and in the final Status Report.

c. Suspension of Payments

- i. CARB may issue a suspension order (stop work order) at any time for any reason. The suspension order shall remain in effect until the dispute has been resolved or the Grant has been terminated. Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, Grantee shall stop all work, unless otherwise specified in the suspension

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

order. Failure to comply with the terms of the suspension order is a material breach of this agreement and will subject the Grantee to liquidated damages. Grantee shall resume work only upon receipt of written instructions from CARB.

d. Grantee Match Funding

- i. Match funding from the Grantee, if applicable, can only be used in (2) two ways:
 - 1) To reduce the cost to the State to implement the Program and,
 - 2) At CARB's discretion, to support active demonstration and CARB-approved projects.
- ii. The above documentation must be provided to CARB in the Status Reports.

- e. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for purposes of the Program, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to CARB.

f. Advance Payments

- i. Consistent with the Legislature's direction to expeditiously disburse ~~Grants~~ **grants**, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support Program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.
- ii. ~~Grantee acknowledges that CARB has finalized Advance Payment regulations, which became effective on January 1, 2021. Grantee also acknowledges that additional advance payment provisions can be found in the California Government Code. Grantee agrees that this Grant Agreement and all advance payment requests will comply with Section 11019.1 or 11019.3 of the Government Code, as well as Health & Safety Code, Section 39603.1, and~~ **section 11019.3 (as applicable), as well as Health and Safety Code, section 39603.1, and its implementing regulations in title 17 of the** California Code of Regulations (C.C.R.), ~~title 17, Sections 91040 through 91044.~~
- iii. Recognizing that appropriate safeguards are needed to ensure Grant monies are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments.
- iv. General Requirements:

For any advance payment request, all of the following requirements

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

apply and must be met:

- a) Only CARB shall authorize an advance payment, and all such approvals fall within the sole discretion of CARB.
- b) CARB shall prioritize advance pay to qualifying recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.
- c) The advance pay shall not exceed twenty-five percent (25%) of the total Grant amount or contract awarded to that qualifying recipient. At CARB's sole and absolute discretion, the advance pay may exceed the twenty-five percent (25%) limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying recipient provides sufficient justification and documentation for that larger advance.
- d) CARB shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying recipient's workplan and written justification.
- e) Grantee shall:
 - 1) Complete, and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
 - 2) Submit a certification to CARB **of compliance with subsections 3) through 12) below, for each Advance Payment Request Form** pursuant to C.C.R., title 17, Section 91043 for each Advance Payment Request Form.
 - 3) Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.
 - 4) **Demonstrate that they have no outstanding financial audit findings related to any of the moneys eligible for advance payment; and, (1) are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or (2) exempt from taxation as a government entity, or, (3) if the entity is a private,**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

- 5) Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, a spending **plan, as defined in C.C.R., title 17, section 91041, subd. (k),** timeline, and a work plan developed in a form and manner specified by CARB. ~~The spending timeline shall include the Grantee's fund balance for all State Grant programs.~~
- 6) **Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the grant agreement or contract.**
- 7) Deposit any funds received as an advance payment into a federally insured account of, and in the name of, the ~~recipient entity~~ **Grantee** that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and State laws and regulations, and the ~~recipient~~ **Grantee** shall report interest earned on the advance payment to CARB. The **Grantee's** account shall be in the ~~recipient entity's~~ **Grantee's** name, and not in the name of any of its directors or officers, **partners of a partnership entity, or members of a limited liability company.**
- 8) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the ~~recipient~~ **Grantee** or subrecipient. Further advance payments may be made if a Grantee ~~or contract recipient~~ is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by CARB.
- 9) **Report any material changes to the spending plan within 30 days.**
- 10) Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section and as otherwise required by CARB. ~~All unused funding provided as an advance payment, but not expended within the Grant or contract timeline, shall be returned to the Grantor.~~

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- 11) Provide a **final** progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.
- 12) ~~Remit to the Grantor~~ **Return to CARB** any unused portion of the advance payment and interest earned on the advance payment by either March 1, 2026, or the liquidation date of the appropriation, whichever is earlier.
- 13) **Grantee may provide moneys from an advance payment to Grant Recipients as reimbursement, or as advance payment if each Grant Recipient is within the scope of "Recipient Entity," as defined in Health and Safety Code section 39603.1, subd. (b)(2)(A), and is required by Grantee to comply with state statutes, regulations, requirements, and subdivisions 1) through 12) above.**

For the purposes of this subdivision, advance payment to Grant Recipients, the Grantee takes the place of CARB and a Grant Recipient takes the place of the Grantee regarding the requirements above; therefore, references to "CARB" in subdivisions 1) through 12) above shall be replaced with "Grantee," and references to "Grantee" in subdivisions 1) through 12) above shall be replaced with "Grant Recipients."

~~Return all unspent Grant funds, including earned interest, in the event of non-performance by the Grantee. Within forty-five (45) calendar days of receipt of notice from CARB of Grantee non-performance, Grantee shall provide a money transfer confirmation of the returned funds.~~

- 14) Assume all legal and financial risk of the advance payment. **If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by such Grant Recipient to ensure the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.**
- 15) Require all subrecipient entities they subcontract with or award Grant moneys to comply with State statutes, regulations, requirements, and:

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- i. For subrecipients of private non-profit grantees, the terms and conditions of this Grant Agreement between Grantee and CARB;
- ii. For all other subrecipients, subdivisions 1) and 5) through 11) above.

v. Requirements for Grantees Other Than Small Air Districts:

For a Grantee who is not a Small Air District as defined by C.C.R., title 17, Section 91041:

- a) They must satisfy all of the following additional requirements in order to be a qualifying recipient to receive any advance payment:
 - 1) Demonstrate that they have no outstanding financial audit findings related to any of the moneys eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the Grantee is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
 - 2) Report to CARB any material changes to the spending plan within thirty (30) days.
 - 3) Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and as indicated in the applicable Grant Agreement or contract.
 - 4) Agree to not provide advance payment to any other entity or person.

If the Grantee is a qualifying recipient, then Grantee may provide moneys from the advance payment it receives to subrecipients for reimbursement, in accordance with the subrecipient's Grant program requirements or contract

g. **Financial Records and Accounts**

- i. Fiscal management systems and accounting standards. Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State or federal law or this Grant Agreement. Grantee further agrees that it will use generally accepted accounting principles.
- ii. Grant Funds are not the assets of the Grantee and shall not be used,

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Grantee, its officers, directors, Board members, agents, assigns, contractors, subcontractors, representatives, employees, or affiliates. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended.

h. Earned Interest

- i. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
 - 1) Interest earned by the Grantee must be reported to CARB. All interest income must be returned to CARB or reinvested in the Program in a manner approved by CARB in writing. The Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds.
 - 2) The Grantee must maintain accurate and complete accounting records (e.g., general ledger) that tracks interest earned and expended on Grant Funds, as follows:
 - a) The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
 - b) The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - c) The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - d) Earned interest must be fully expended by March 1, 2026.
- ii. Documentation of interest earned on the Grant Funds must be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a minimum of five (5) years after the interest has been expended.
- iii. The above documentation must be provided to CARB in the quarterly Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

the final Status Report, and Grantee shall fully cooperate and comply will all such requests.

i. Additional Remedies for Non-Compliance

- i. Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, without limiting its other remedies, CARB is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.
- ii. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with Exhibit B (Statement of Work), with this Grant Agreement or with applicable federal, State and local air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges, and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation or termination of the Grant Agreement, whichever occurs later.

iii. Liquidated Damages

- a) If CARB determines, within its sole and absolute discretion, that Grantee is in breach or has breached this Grant Agreement, then Grantee, immediately upon demand, shall pay CARB, as liquidated damages, the full amount of all Grant Funds previously paid to Grantee to date.
- b) The Parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause Grantor irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

- c) This provision shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

7. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

Per the terms and conditions of this Grant as set out herein above and below, the Grantee must provide CARB with documentation accounting for the proper expenditure of Grant Funds. The documentation must be provided upon CARB request, and in Status Reports submitted quarterly to CARB and in a final Status Report submitted at the completion of the Project prior to the Grantee receiving the last disbursement of funding.

8. PROJECT MONITORING

a. Meetings

- i. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- ii. Review meetings: Meetings to discuss progress must be held at least monthly beginning one (1) month after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted in any manner deemed appropriate by the CARB Project Liaison.
- iii. Site visits: Site visits shall be established by the CARB Project Liaison during the Term of this Grant.

b. Technical Monitoring

- i. Any changes in the scope or schedule for the Project shall require the prior written approval of the authorized representatives of CARB (e.g., Project Liaison) and will require a formal Grant Amendment.
- ii. The Grantee shall notify the CARB Project Liaison immediately in writing if any circumstances arise (technical, economic, or otherwise) which might place continued operation or completion of the Project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- iii. In addition to Status Reports (see Section 9 of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

meeting the objectives of the Project.

- iv. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and will require a formal Grant Amendment.

9. REPORTING

a. Quarterly Status Reports

- i. The Grantee shall submit Status Reports on a quarterly basis. No later than fifteen (15) days after the end of every third (3rd) month (March, June, September, and December). The Status Reports shall be provided in a format agreed upon between CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
- ii. Grantee acknowledges, understands, and agrees that any information contained in any Status Reports or other submissions provided by Grantee, or any of its officers, employees, agents, representatives, contractors or subcontractors, may be used by CARB or any of its third-party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, Grantee acknowledges, understands, and agrees that Status Reports submitted to CARB must include the following certification signed by a person with authority to make such a certification on behalf of the Grantee:

I certify, under penalty of perjury under the laws of the State of California, that I have examined and am familiar with the information in the enclosed Status Report, including all attachments thereto. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements, representations, conclusions, and information are true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false statements, claims or information to the State of California, including the possibility of criminal sanctions.

- iii. The Grantee must provide Status Reports to CARB detailing Project activity including the status of the Project, status of funds, and current issues. Status Reports shall contain, at a minimum:
 - 1) Current status of the Project, including current milestone(s) being achieved, status of Grant Funds, if any match funding has been used, problems encountered and status of the Project timeline.
 - 2) Status of any administrative tasks required by CARB, such as

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

report templates, translation services, or ADA remediation.

- 3) Status of any Grant Funds being held by the Grantee including earned interest.
- 4) Status Report number, title of project, name of Grantee, date of submission, and Project Grant number.
- 5) Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Exhibit B.
- 6) Statement of work expected to be completed by the next Status Report.
- 7) Notification of problems encountered and an assessment of their effects on the Project's outcomes.
- 8) Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, being planned or completed since the last report.
- 9) Accounting records, including expenditure and income information, and supporting documentation.
- 10) Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation.
- 11) Discussion of the Project's adherence to the project timeline.
- 12) Data collection since the last Status Report. Plans for future data collection efforts. Data collection should be separated by reporting period but collected and compiled in a way that facilitates reporting in the final Status Report.
- 13) Other data and analysis as mutually agreed upon between the Grantee and CARB.
- 14) Program progress reporting:
 1. Census tracts of education and training(s), outreach, and partner organizations.
 2. Location of trainees/participants (low-income and/or disadvantaged communities).
 3. Race/ethnicity of trainees/participants.
 4. Number of trainees/participants in training program, and total hours of training provided.
 5. Number of trainees/participants completing training program (including number of certifications received).

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

15) Program benefits reporting:

1. Increased connections to zero-emission vehicle technology employers and industries.
2. Number of job placements, including full- and part-time jobs, and internships or apprenticeships.
3. Development of new partnerships with local and regional workforce entities, and economic/business development entities.
4. Connections between training and education programs and small, women, minority, disadvantaged, and certified business employment or support in priority communities.
5. Community education events by type of event and attendance.

16) Program participant reporting:

1. Participant's level of satisfaction in their preparation for zero-emission vehicle industry jobs and careers provided by the zero-emission vehicle education and training program curriculum.
 2. Participant's level of satisfaction with services provided, including increased access to potential economic opportunities. (For example: improved outcomes over program expenses or investments, willingness to recommend the program to others).
 3. Participant's level of satisfaction with accessibility and ease of training program.
 4. Portal or other resources for existing trainees to provide their experiences and feedback loops to ensure changes to programs are made over time to best meet needs and boost new student recruitment.
- iv. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Status Report must be submitted quarterly but may additionally be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted three (3) months after the Grant Agreement is fully executed or when first requesting disbursement of funds, whichever is sooner.
- v. Every Grant Disbursement Request Form (Form MSCD/ISB-90) shall be accompanied by a Status Report that documents work toward completion of a milestone specified in Exhibit B, Attachment III.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- vi. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay, and how the Grantee plans to resume timely completion of milestones and deliverables in the Project Schedule (Exhibit B, Attachment III).

b. Final Status Report

- i. The Grantee must submit an ADA-compliant draft final Status Report to CARB when the Project is complete or no later than sixty (60) days before the expiration of the Term, whichever occurs sooner.
- ii. The draft final Status Report must include, at a minimum:
 - 1) Total fund expenditures documentation (including but not limited to Grant funds, match, and in-kind funds).
 - 2) Expenditures in detail to date and for the period between the last quarterly Status Report and the final Status Report.
 - 3) Status of the Project.
 - 4) Implementation challenges.
 - 5) Recommendations for potential Program improvements.
 - 6) Summary of the Project as a whole from inception through the end of the Grant term, including project and community background, partnerships, and funding sources.
 - 7) Table and narrative summary of all funded tasks.
 - 8) Data collected from education and training programs, and participants compiled from all quarterly Status Reports and project data reports.
 - 9) Assessments of participant evaluations, including the results of any pre- and post-surveys conducted.
 - 10) Changes in participant knowledge and training of zero-emission vehicle technologies and pathways to jobs.
 - 11) Description of community engagement, outreach, and educational efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
 - 12) Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
 - 13) Accounting records, including expenditure information, and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- 14) Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities.
 - 15) A consolidated list of subcontractors funded in whole or in part by the Grantee, in-kind contributions, and partnerships. Include the name, address, concise statement of work done, period, and value of each.
 - 16) Other data and analysis as mutually agreed upon between the Grantee and the CARB.
- iii. The draft Status Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Status Report must meet the requirements specified in this Grant. Upon approval of the draft final Status Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) final Status Report (inclusive of all supporting documentation), plus an electronic version of same.
 - iv. The final Status Report must also contain the same signed statement set out in Section 9, Part a. Quarterly Status Reports, Subpart ii.) above.
 - v. **California Climate Investments Reports**

Accountability and transparency are essential elements for all California Climate Investments funded projects. California Climate Investments reporting establishes public information requirements about how specific California Climate Investments funds are investing Greenhouse Gas Reduction Fund appropriations and what benefits are being achieved from the investments.

Grantees are responsible for collecting and submitting biannual California Climate Investments reporting in coordination with the CARB Project Liaison. The CARB Project Liaison will provide the Grantee the reporting templates necessary to complete reporting requirements and submit biannual California Climate Investments project reports. Grantees are required to submit reports in the format requested by CARB.

California Climate Investments reporting periods and deadlines:

December 1st - May 31st; reporting due by June 15th.

June 1st - November 30th; reporting due by December 15th.

Grantees are required to coordinate with the CARB Project Liaison and must submit required California Climate Investments reporting by June 15th and December 15th of each year through the term of the

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

project, or as requested by the CARB Project Liaison.

10. OVERSIGHT AND ACCOUNTABILITY

- a. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
- b. CARB or its designee may recoup Grant Funds due to misinformation, misrepresentation, or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects or grants due to non-compliance with Grant Agreement or Program requirements or due to misinformation, misrepresentation, or fraud.
- c. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; suspected or actual breach of agreement, fraud, misrepresentations or abuse of funds; suspected or known violations of any Grant terms or conditions, and all misrepresentations and fraud carried out by any third parties including but not limited to Grantee's contractors, subcontractors, consultants, employees, agents, affiliates, officers, directors or representatives. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.

11. PROJECT RECORDS

- a. Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee, financial and Program records ("Project Records").
- b. Grantee shall:
 - i. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five (5) years. Upon completion of the required record-retention period, the Grantee must submit all Project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
 - ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under this Grant Agreement.
 - iii. Develop a systematic process and schedule to back-up Project database(s) each day, at a minimum.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- iv. Develop and enforce security measures to safeguard Project database(s).
 - v. Provide data updates to CARB upon request, which could include all Project records.
 - vi. Provide periodic data summaries to CARB.
 - vii. Provide quarterly Status Reports to CARB detailing the status of the Project, the anticipated reports to be issued, and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB.
 - viii. Where necessary as solely determined by CARB, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
 - ix. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment, and infrastructure.
- c. The Grantee shall retain a combined file for the Project containing:
- i. Original executed copy of the Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
 - ii. Copies of Grantee's Grant Disbursement Request Forms and backup documentation.
 - iii. Documentation of earned interest generation and expenditure (see Section 6 and Section 7 for more information).
 - iv. Communications between CARB and the Grantee, communications between the subgrantee and the Grantee, and communications between CARB and the subgrantees.
 - v. Copies of all deliverables.
 - vi. Copies of any decision that CARB has made in support of the Project such as minor changes in project scope, changes in timeline, or line-item shifts.
 - vii. Data that has been collected during the implementation of the Project from the Fiscal Year 2021-22 Program solicitation.
 - viii. Any documents, files or webpages that have been created to support the outreach of Program.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- ix. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
 - x. Establish an official file for Program which shall adequately document all significant actions relative to the project.
 - xi. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of Grantee.
- d. All Project records must be retained for a period of five (5) years after termination or expiration of the Grant, whichever occurs first. Upon completion of the fifth (5th) year of record retention, the Grantee shall submit all remaining Project records to CARB that have not previously been requested or turned over to CARB. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- e. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

12. ACKNOWLEDGEMENT OF CARB

Grantee agrees to acknowledge the California Air Resources Board (CARB) as a funding source for the Project and all Grant Recipient projects, when such projects are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material.

Grantee shall adhere to CARB's logo usage requirements, in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff.

13. ACKNOWLEDGEMENT OF CCI

Where applicable, Grantee agrees to also acknowledge the CCI program as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>). Below are specific requirements for acknowledgement.

Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project Program is part of California Climate Investments, a statewide initiative 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.” And whenever applicable, the Spanish translation acknowledgement: Programa de proyectos de capacitación en tecnología de vehículos de cero emisiones para escuelas vocacionales y de educación para adultos forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente - especialmente en comunidades en desventaja.

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



14. DATA AND INTELLECTUAL PROPERTY OWNERSHIP & MEDIA

“Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any other intellectual property (IP) developed, substantially modified, licensed, or acquired by the Grantee, Resource Entities, or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Grantee shall comply with the following terms, and ensure that all agreements with their Resource Entities and Grant Recipients also include the following terms, as applicable:

- a. **Ownership.**
Project Information Resources developed, licensed, or acquired by a Grantee, Resource Entity, or Grant Recipient shall be the exclusive property of that entity.
- b. **Copyright License.**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Computer software developed or substantially modified using Grant Funds must include a copyleft license comparable to GNU General Public License version 3.0 or later (GPLv3).

Other copyrightable Project Information Resources that are developed or substantially modified using Grant Funds and shared with third parties must also include a copyleft license comparable to Creative Commons Attribution Share Alike license, version 4.0 or later (Legal Code - Attribution-ShareAlike 4.0 International - Creative Commons).

Exceptions to the copyleft license requirement of this subsection include where:

- i. The sharing of the material is restricted by law or regulation;**
 - ii. The sharing of the material would create an identifiable risk to the detriment of national security, confidentiality of State information, or individual privacy;**
 - iii. The sharing of the material would create an identifiable risk to the stability, security, or integrity of the systems or personnel of the State, or of the material's owner; or,**
 - iv. The sharing of the material would create an identifiable risk to the State's, or the material owner's, mission, programs, or operations.**
- c. Intellectual Property Law.**
Appropriate systems and controls must be in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other State, federal, or international intellectual property laws; and,
- d. CARB License.**
Grantee grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent Grantee has the right to do so.

Grantee shall require its Resource Entities and Grant Recipients to grant CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

and confidentiality, to the extent the Resource Entity or Grant Recipient has the right to do so.

- a. ~~Any webpage(s), software, databases, project data, or other intellectual property developed, licensed or purchased by the Grantee with any Grant Funds shall be transferred and permanently assigned to CARB or, at CARB's sole discretion, to a new Grantee selected by CARB if the Grant Agreement is terminated, canceled or expires, or if Grantee is replaced by a different Grantee to manage the Project. It will be the Grantee's responsibility to immediately turn over this property and information to CARB no later than ten (10) business days prior to the termination, cancellation or expiration of this Grant Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan.~~
- b. ~~Where applicable, the Grantee agrees to acknowledge the California Climate Investments Program and California Air Resources Board (CARB) as a funding source for the Project.~~
 - i. ~~The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State of California to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.~~
 - ii. ~~Grantee shall acknowledge the California Air Resources Board as a funding source for the Project when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee shall adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff.~~
 - iii. ~~The Grantee shall acknowledge the California Climate Investments Program as a funding source from CARB's Low Carbon Transportation Program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged communities." Guidelines for the usage of the California Climate Investments logo~~

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

are incorporated by reference and may be changed at CARB's discretion at any time. A copy of the Guidelines applicable to this Grant Agreement can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

15. CONFIDENTIALITY AND DATA SECURITY

- a. Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third-party any record, data, or information which CARB has designated as confidential, **in perpetuity**. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB. Therefore:
 - i. ~~Rights to Data: Grantee acknowledges, accepts and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation and materials shall remain the exclusive property of the Grantor, and Grantee has a limited, non-exclusive license to access and use said information solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information~~ **Project Information Resources** by Grantee. **Resource Entities, Grant Recipients,** or **other** third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by Grantee ~~or,~~ **Resource Entities, or Grant Recipients** any third-party service, for unrelated or commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.
 - ii. ~~The Grantee certifies that it has appropriate systems and controls in place to ensure that the Project and Grant Funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.~~
 - ii. Information **Project information** or data, including but not limited to personally identifiable information ("PII") and all records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant State or federal statutes and regulations. ~~During the Term, in~~ **In** the performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.

- iii. The Grantee must ensure that the Grantee employees, officer, **members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity),** agents, representatives, **assigns, Resource Entities,** ~~affiliates, contractors, subcontractors, consultants~~ and Grant Recipients are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
- iv. ~~The Grantee, its employees, agents, representatives, affiliates, directors, officers, contractors, subcontractors, consultants, and~~ Grant Recipients **All of the persons and entities listed in the subsection above** must adhere to all CARB confidentiality, disclosure, and privacy policies.
- ~~v. If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII including all information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and report to State or federal officials where required by applicable laws.~~
- v. The Grantee must sign all non-disclosure and confidentiality agreements provided by CARB and shall require its **Resource Entities and** ~~employees, officers, directors, affiliates, representatives, agents, Grant Recipients, consultants, contractors, and subcontractors~~ to do the same when requested by CARB.
- vi. Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- vii. The Grantee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

omission of Grantee or any of its **Resource Entities** ~~employees, agents, officers, directors, affiliates, representatives, consultants, contractors, subcontractors~~ or Grant Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to State or federal officials. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.

- viii. If the Grantee believes disclosure of a confidential record or information may be required **by law, such as under the California Public Records Act (Gov. Code, § 7920.000, et seq.), court order, or legal process (such as a subpoena)**, the Grantee shall first give CARB at least fourteen (14) calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. The Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.
- ix. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.
- x. Grantee certifies, represents, and warrants that:
 - 1) Its data and information security standards, tools, technologies, and procedures are sufficient to protect confidential, sensitive and PII data and information;
 - 2) Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 - a) The California Information Practices Act (Civil Code, **§**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Sections 1798, et seq.);

- b) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
- c) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and Grantee's plan to correct any negative findings shall be made available to the CARB upon request;
- d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the CARB upon request; and
- e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

16. INSURANCE REQUIREMENTS

The Grantee, **and each Resource Entity or Grant Recipient**, must comply with all requirements outlined in the (1) General Insurance Provisions Section and (2) Grant Insurance Requirements Section below. No payments of Grant Funds will be made under the Grant until and unless the Grantee fully complies with all insurance requirements.

This provision does not apply to voucher recipients or similar third parties who receive Grant Funds for the purchase or lease of vehicles or equipment for their sole and exclusive ownership and personal use, and not for performance under this Grant Agreement, where such vehicle or equipment will not be used by the Grantee, Resource Entities, Grant Recipients, or the general public. Such individuals must obtain any and all insurance as required by the law and must show proof of such insurance upon the request of CARB or Grantee.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- a. The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. No payments will be made under the Grant until the Grantee fully complies with all insurance requirements.

1. General Insurance Provisions

- a. Coverage Term – Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of **CARB** ~~the Department of General Services~~ and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. Premiums, Assessments and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VII. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – **For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name in an endorsement, using the following language exactly as presented here, “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds.” A**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California is required and must also be attached to the certificate.

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- g. Inadequate Insurance - Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.
 - h. Satisfying a Self-Insured Retention (SIR) - All policies with a SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State's discretion. The State may **fund the SIR or deductible by deducting that amount from any Grant Funds otherwise due to the Grantee** deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. **Alternatively, the Grantee can obtain from its insurer, and produce to CARB, an express elimination of the requirement to pay the SIR or Deductible for "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds."** Grantee's insurer may also eliminate the SIR / deductible in favor of the State's interests.
 - i. Available Coverages/Limits - All coverage and limits available to the Grantee shall also be available and applicable to the State.
 - j. **Resource Entities and Grant Recipients - Use of Subcontractors** = In the case of the Grantee's utilization of subcontractors **Resource Entities** to complete any part of the Grant scope of work, the Grantee shall include all **Resource Entities** subcontractors as insureds under the Grantee's insurance or supply evidence of the subcontractor's **Resource Entity's** insurance to the State equal to policies, coverages, and limits required of the Grantee. **Grantee shall also ensure that Grant Recipients carry the same or greater coverage for the work or services performed.**
2. **Grant Insurance Requirements** - The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

the Grant. The following coverages must be evidenced on the certificate of insurance:

- a. Commercial General Liability - The Grantee, and each subgrantee, shall maintain general liability on an occurrence form with limits not less than \$2,000,000.**.00** per occurrence for bodily injury and property damage liability combined with a \$5,000,000.**.00** annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. ~~The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.~~
- b. Automobile Liability - If the Grantee **entity** will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee **entity** shall maintain motor vehicle liability with limits of not less than \$~~2~~**1**,000,000.**.00** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor

Grantee certifies that the Grantee and any of their Resource Entities or Grant Recipients possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive vehicles. At the request of CARB, the Grantee **entity** must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. ~~The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Grant. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.~~

- c. Workers Compensation and Employers Liability - The Grantee **entity** shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000.**00 per claim** are required. ~~A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.~~

The entity shall notify CARB in writing if they have no employees, or are otherwise exempt from worker's compensation, and therefore also exempt from this requirement for employer's liability coverage. If the entity retains employees or otherwise loses its exemption from worker's compensation at any point during the term of this Grant Agreement, it shall immediately notify CARB and comply with the worker's compensation and employer's liability insurance requirements stated herein.

- d. Cyber Liability coverage, with limits not less than \$~~21~~**2,000,000.00** per occurrence or claim **and \$2,000,000.00 aggregate.** -- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.
- e. Crime Insurance - Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first- and third-party theft for State-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.
- f. **Self-Insurance (If applicable)**
If a Grantee has elected to be self-insured, they must receive approval of their self-insurance program from CARB. To obtain CARB approval, the Grantee must submit the following documents to CARB:

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

1) Workers' Compensation - The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.

2) All Other - The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Grantee must also provide:

1) Their most recent audited annual financial statement including all accounting letters. The report must show the Grantee's owner's equity of at least \$5,000,000.00 and annual profit of at least \$500,000.00.

2) A signed written statement from the Grantee's certified public accountant (CPA) confirming the annual net profit for each of the prior four (4) years has been at least \$500,000.00.

17. GENERAL PROVISIONS

- a. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- b. **Americans with Disabilities Act (ADA) Language.** Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee and/or its contractors, subcontractors or Grant Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB or the public in PDF format, Grantee, along with its contractors, subcontractors, and Grant Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. Grantee

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

- i. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one (1) year following delivery of the final deliverable under this Grant Agreement.
 - ii. Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.
- c. **No Assignment.** This Grant Agreement is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written Amendment signed by authorized representatives of both Parties.
- d. **Audit.** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor **(formerly known as** the California Bureau of State Audits) and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for five (5) years after a funded incentive activity has concluded whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to allow such CARB and other State designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, consultants, Grant Recipients, contractors, and subcontractors of Grantee who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Grant Recipients, contractors, consultants and subcontractors in relation to performance or use of the Grant Funds under this Grant Agreement. Notwithstanding the foregoing, CARB's right to audit Grantee's non-public contractors, consultants and subcontractors is limited to

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

reimbursable Work Orders to confirm (a) timesheets and personnel billing rates to corresponding rate classifications; (b) personnel expense reports and supporting receipts; and (c) subcontractor costs, invoices and supporting receipts.

- e. **Availability of Funds.** Grantee acknowledges, agrees, and understands that Grantor's obligations under this Grant Agreement, **including but not limited to payment or reimbursement**, are contingent upon the availability of **designated or legislatively appropriated** funds. In the event funds are not available, Grantor shall have no obligation and no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant Agreement or for any other reason. **Grantee acknowledges it has no reasonable reliance interest in receiving any funds under this Grant Agreement in the event such funds are not designated or legislatively appropriated.**

Compliance with Law. The Grantee agrees that it will, at all times, comply with, and require its **Resource Entities** ~~employees, agents, representatives, officers, consultants, contractors, subcontractors,~~ and Grant Recipients to comply with, all applicable federal, State, and local governmental laws, rules, guidelines, regulations, and requirements during the Term. **This requirement includes, but is not limited to:**

- i. **Obtaining any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities; and,**
- ii. **Compliance with federal law which prohibits employers from hiring, recruiting, or referring people who do not have the legal right to work in this country; or, hiring contractors who hire people who do not have the legal right to work in this country. (8 U.S.C. § 1324a.).**

A failure of the Grantee to comply fully at all times with this section is a breach of this Grant Agreement, and is cause for immediate termination of the Agreement without advance notice.

- f. **Conflict of Interest.** Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a Grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include Grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000.00 or three (3) times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the Grant may be voided. (See Gov. Code §§ 91000, 91003.)

- i. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a Grant application, or on any resulting Grant Agreement. Such individuals should not be listed on the Grant application except as necessary to show their role in the organization.
- ii. Note that an advisory body member's organization may continue to be eligible for a Grant. However, the Grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that Grant Agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded Grants.
- iii. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay Grant execution and/or distribution of funds.
- iv. The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

g. Notice.

- i. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- 1) By delivery in person.
 - 2) By certified U.S. mail, return receipt requested, postage prepaid.
 - 3) By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
 - 4) By electronic means.
- ii. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one (1) business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4 of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.
- h. **Disputes.** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer’s designated representative, in the Executive Officer’s sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
- i. **Alternative Enforcement.** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.
- j. ~~**Entitlements and Regulatory Compliance.** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.~~
- j. **Environmental Justice.** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, State, and federal law.

- k. **Force Majeure.** Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing and without penalty, in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.
- i. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately re-commence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.
 - ii. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.
- l. **Governing Law and Venue.** This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, **Sacramento location**. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- m. **Electric Vehicle Charging Infrastructure and Equipment Installation.** Prior to executing sub-Grant agreements, Grantee must ensure the following

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

requirements are included in all subgrantee agreements and or other agreements pursuant to this Grant:

- i. Prior to authorizing work, a subgrantee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
 - 1) An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-Grantee's authorized representative; and
 - 2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
- ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
- iii. Prior to remitting payment to a subgrantee, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements, and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
- iv. These electric vehicle requirements do not apply to any of the following:
 - 1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
 - 2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
 - 3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- n. **Electric Vehicle Charger Uptime.** Grantee shall ensure that they, and any and all of their **Resource Entities and Grant Recipients** ~~subgrantees, contractors, subcontractors, consultants, affiliates or representatives~~ who receive or use any Grant Funds to support the installation of electric vehicle chargers (EVC) or charging stations (EVCS) on or after January 1, 2024, comply at all times with the applicable requirements of AB 2061 (**Stats. 2022, ch. 345**; Pub. Resources Code, §25231.5, as amended by AB 126 (**Stats. 2023, ch. 319**)), and any and all related uptime recordkeeping and reporting standards, as a condition of

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Grant Fund receipt or use and as a condition of participation in the Program. ~~Uptime recordkeeping and reporting standards include but are not limited to those in Exhibit G.~~ Uptime recordkeeping and reporting standards will apply for a minimum of six (6) years, unless the California Energy Commission decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs or EVCs installed at residential real property containing four (4) or fewer dwelling units. This section shall remain in effect until January 1, 2035.

- o. **Grantee's Responsibility for Work.** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's **Resource Entities** ~~agents, employees, representatives, affiliates, suppliers, contractors, subcontractors, and Grant Recipients.~~ The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant Agreement, including, but not limited to, payment disputes with ~~contractors, subcontractors, employees,~~ **officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives,** ~~agents, affiliates, suppliers, Resource Entities, or~~ Grant Recipients and providers of services. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.
- i. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
 - ii. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
 - iii. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
 - iv. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.

- v. The Grantee's obligation to pay its **Resource Entities and** Grant Recipients is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any subcontractor. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Grant Agreement.
- vi. ~~All~~ **Grant Recipient and other third party agreements** ~~subcontracts~~ must, at a minimum, incorporate all of the following:
 - 1. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
 - 2. A detailed budget and timeline.
 - 3. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - 4. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
 - 5. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
 - 6. Language conforming to all of the General Provisions of this Grant Agreement.
- vii. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.
- p. **Indemnification & Hold Harmless.** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages claims, and expenses, including reasonable attorneys' fees, to the extent caused by the actions or inactions of the Grantee or any of its **Resource Entities or** ~~contractors, subcontractors, affiliates, employees, officers, agents, Grant Recipients and/or assigns,~~ including but not limited to actions or inactions

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

- q. **Independent Actor.** The Grantee, its **Resource Entities and** ~~agents, employees, affiliates, contractors, subcontractors, suppliers, officers, Grant Recipients, and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.~~
- r. **Nondiscrimination.**
- i. During the performance of this Grant Agreement, the Grantee and its **Resource Entities and Grant Recipients** ~~contractors, subcontractors, consultants and agents shall~~ **not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because** ~~ensure that no person is, on the basis of~~ **race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave.** ~~sex, race, color, religion, ancestry, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or protected leave usage, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:~~ **Grantee, Resource Entities, and Grant Recipients shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment. Grantee, Resource Entities, and Grant Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- ii. **During the performance of this Grant, Grantee and its Resource Entities and Grant Recipients shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.**
- iii. **Grantee, Resource Entities, and Grant Recipients shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.**
- iv. **Grantee, Resource Entities, and Grant Recipients shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.**
- v. **Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee, Resource Entities, or Grant Recipients have violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Resource Entity or Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.**
- vi. **In the event of Grantee's or its Resource Entity's or Grant Recipient's noncompliance with this provision, Grantee or its Resource Entity or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement.**
- vii. **Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant**

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

consistent with such policy. The policy may be found at:
<https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

- viii. **To the extent that the Grant includes federal funding, Grantee and its Resource Entities and Grant Recipients should refer to the U.S. EPA Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices. Though not legally required, this guidance document may assist recipients of U.S. EPA financial assistance (such as grantees) when developing and improving their legally required federal civil rights compliance efforts.**
- ix. **Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements, including but not limited to those with Resource Entities and Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement.**
- x. ~~During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, protected leave usage, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, protected leave usage, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status.~~
- xi. ~~The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.~~

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- xii. ~~The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, Section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.~~
- xiii. ~~The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.~~
- s. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools.**
Grant recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, Section 5, article IX, Section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, Section 5 and article IX, Section 8. Failure to provide any requested information may result in denial of Grant Funds, future or termination of this Grant Agreement or any other agreements.
- t. **No .**
Grantee represents, warrants and agrees that CARB and the State of California are third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term, and upon request by CARB, shall send to CARB a copy of said agreements.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grants remedies to, any third-party or third parties, **other than CARB and the State of California as stated in this section** as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking establish herein.
- u. **Third Party Agreements, Required Terms.** All Grants, subgrants, technical Grants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any third-party using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- i. Conflict of interest. By entering into this Grant, award, voucher, contract, subcontract or agreement, said party is or may be a direct or indirect recipient ("Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents and warrants that he, she, it is in compliance with all applicable State and federal conflict of interest laws on the date said Grant, award, contract, subcontract, Agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. Recipient further certifies, represents and warrants that he, she, it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers or programs. The Recipient acknowledges, understands, and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents, and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
- ii. Cooperation with Audits. Recipient warrants, represents and agrees to cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, State or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- iii. Payment on Demand. Recipient represents, warrants and agrees that upon notification by the Grantee or its authorized representative of an overpayment, a wrongful payment or a violation of or failure to comply with any of the Grant, agreement, contract, voucher or program requirements or obligations, Recipient will, without challenge or delay, remit to the Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- iv. Separate Accounts. If Recipient has received any funds as a Grant or subgrant pursuant to a Grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues,

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Grants, donations, or resources except where expressly authorized in the fully executed written Agreement between Recipient and the Grantee. Recipient will maintain all such Grant or subgrant funds in a separate bank account designated specifically for the purposes of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Recipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Recipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Recipient, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Recipient shall ensure that the Grantee is designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.

- v. Third-Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to any and all Recipient agreements, vouchers, contracts, subcontracts, awards and grants with the Grantee where any funds provided by CARB are used or applied.
- vi. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the Grant, award, contract, subcontract and/or agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said Grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, Grant, voucher, application and/or contract, as applicable.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- vii. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, State and local air quality rules, regulations and statutes is a precondition to the receipt or use of any State funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any State funds on a rolling continuous basis. Recipient understands, acknowledges and agrees that a failure to comply in whole or in part with any local, State or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or Grant (as applicable) is, in each instance, a material breach of the conditions under which State funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California some or all of which may be impossible to easily calculate.
- viii. Liquidated Damages. If the Grantee or the State of California determines, within its or their sole and absolute discretion, that Recipient is in breach or has breached any obligation to remain in compliance with any applicable federal, State or local air quality rules, regulations and statutes, then Recipient, immediately upon demand, will pay the Grantee (or to CARB, as requested), as liquidated damages, the full amount of all State funds received to date. The Recipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the State of California or the Grantee irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the liquidated damages have been computed, estimated, and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.
- ix. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, Grantees, subgrantees, or any third parties.

- x. Survival. Recipient acknowledges, agrees and accepts that those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of the Grant, award, contract, voucher, subcontract or Agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third-party beneficiary status, return of funds, data security, insurance, confidentiality, and the general provisions.
- v. **Executive Order N-6-22 - Russia Sanctions**. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs State agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- w. **Office of Foreign Asset Control**. The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants, and agrees that neither Grantee nor any of its contractors, subcontractors, Grant Recipients, affiliates, agents, employees, officers, representatives, or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is fifty percent (50%) or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

- x. **Cumulative Remedies.** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

- y. **Equipment/Vehicle Ownership.**

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee or any of their Resource Entities using Grant Funds. CARB, within its discretion, may elect to determine the normal useful life of such Project Equipment. Project Equipment is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000.00, and purchased with CARB funds. All such Project Equipment is, upon acquisition, the exclusive property of the entity that acquired it, and shall primarily, but need not be exclusively, be used for the purposes of carrying out the obligations of this Grant Agreement during the Term. Upon request by CARB during the Term, in the event of cancellation or termination for cause, the Project Equipment, and title thereto, shall be delivered to CARB.

~~Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, or representatives, is defined as having a useful life of at least one (1) year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used, or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant~~

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.

- z. **Paragraph Headings.** The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.
- aa. **Disadvantaged Communities.** The Grantee, for the purposes of this Program, the Project, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: ~~<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>~~ <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>
- bb. **Construction.** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
- cc. **Assurances.** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's contractors, subcontractors, employees, agents, officers, Grant Recipients or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- dd. **Prevailing Wage and Labor Compliance.** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Grant Recipients.
- ee. **Professionals.** Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.
- ff. **Authority.** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on that Party's behalf.
- gg. **Severability.** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.
- hh. **Timeliness.** Timely performance of this Grant Agreement is required. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.

Exhibit A, Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-1

- ii. **Waiver of Rights.** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- jj. ~~**CARB as Third-Party Beneficiary.** Grantee represents, warrants, and agrees that Grantee shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, Grants, subgrants and other agreements entered into using Grant Funds or for the purpose of carry out any of the terms or conditions of this Grant Agreement during the Term.~~
- jj. **Order of Precedence.** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- i. Grant Agreement Cover Sheet
 - ii. **Exhibit C: Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives**
 - iii. Exhibit A: Grant Agreement Terms and Conditions
 - iv. Exhibit B: Statement of Work:
 - 1) Attachment I: Budget Summary
 - 2) Attachment II: Project Tasks
 - 3) Attachment III: Project Milestones
 - 4) Attachment IV: Key Project Personnel
 - v. ~~Exhibit C: Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives~~
 - v. Exhibit D: Grant Solicitation
 - vi. Exhibit E: Grantee Application Package
 - vii. ~~Exhibit F: Payee Data Record~~
 - viii. ~~Exhibit G: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations~~
- kk. **Survival.** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.
- ll. **Amendments.** This Grant Agreement may only be amended by a written Amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties.

EXHIBIT B
STATEMENT OF WORK
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

- 1) Attachment I: Budget Summary
- 2) Attachment II: Project Tasks
- 3) Attachment III: Project Milestones
- 4) Attachment IV: Key Project Personnel

Exhibit B, Attachment I - Budget Summary

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Milestone	Task	CARB Funds	Match Funds	
			Cash	In-Kind
1	1, 2, 3	\$ 8,681.35	\$ -	\$ 3,297.64
2	4, 5	\$ 112,312.96	\$ -	\$ 2,015.22
3	6, 7	\$ 68,404.44	\$ -	\$ 2,015.22
4	8, 9 11	\$ 22,204.00	\$ -	\$ 2,015.22
5	10, 11 9, 13	\$ 110,852.80	\$ -	\$ 2,290.03
6	12 14	\$ 35,945.80	\$ -	\$ 503.81 1,511.42
7	13 15	\$ 35,945.80	\$ -	\$ 503.81 1,511.42
8	14 16	\$ 270,867.60	\$ -	\$ 503.81 1,511.42
9	15, 16, 17, 18, 19 10, 17, 18, 19, 20	\$ 270,867.60	\$ -	\$ 4,809.06
10	20 22	\$ 30,942.80	\$ -	\$ 1,007.61
11	21 23	\$ 19,987.60	\$ -	\$ 1,007.61
12	22 24	\$ 55,108.40	\$ -	\$ 503.81
13	23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 12, 21, 25, 26, 27, 28, 29, 30, 31, 37, 38, 40	\$ 55,108.40	\$ -	\$ 12,686.76
14	35 32	\$ 61,661.70	\$ -	\$ 503.81
15	36 43	\$ 61,661.70	\$ -	\$ 503.81
16	37 35	\$ 19,987.60	\$ -	\$ 1,007.61
17	38 34	\$ 110,216.80	\$ -	\$ 1,007.61
18	39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 33, 36, 39, 41, 42, 44, 45, 46, 47, 48	\$ 51,767.60	\$ -	\$ 14,198.17 11,175.34
19	52 49	\$ -	\$ -	\$ 1,282.42
Subtotal		\$ 1,402,524.95	\$ -	\$ 51,663.04
Grand Total		\$ 1,402,524.95	\$	51,663.04

Exhibit B, Attachment II – Project Tasks

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Detailed Scope of Work and Schedule

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
1	Initial Meeting	6/12/2024 9/16/2024	6/15/2024 9/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,282.42
2	Hire staff, onboard for EAROP and ZEV Project	6/15/2024 8/15/2024	8/31/2024 9/30/2024	1. EAROP ZEV Instructor/Coordinator a. Job Posting b. Job Description c. Employment Agreement d. Staffing Invoice	\$ 8,681.35	-	\$ 1,007.61
3	Review Meeting 1	7/1/2024 10/1/2024	7/15/2024 10/31/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
4	Curriculum Development: Module 1 Safety Training	7/15/2024 9/15/2024	10/15/2024 12/15/2024	1. Draft Module 1 Safety Training a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide	\$ 112,312.96	-	\$ 1,007.61

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
					Cash	In-Kind	Cash	In-Kind
				h. Curriculum Development Invoice				
5	Review Meeting 2	8/1/2024 11/1/2024	8/15/2024 11/30/2024	1. Meeting Agenda	\$	-	\$	1,007.61
6	Curriculum Planning: Develop A-G Timeline, Course Description, Course Outline	8/15/2024 10/15/2024	10/1/2024 12/1/2024	1. A-G Timeline 2. Draft Course Description 3. Draft Course Outline 4. Articulation Agreement/Dual Enrollment Plan 5. Draft Pathway Profile 6. Draft Course Standards 7. Curriculum Planning Invoice	\$ 68,404.44	-	\$	1,007.61
7	Review Meeting 3	9/1/2024 12/1/2024	9/15/2024 12/30/2024	1. Meeting Agenda	\$	-	\$	1,007.61
8	Outreach Campaign 1: Back to School Night, Sophomore Presentations, Sophomore Tours, Middle School Tours	9/1/2024	3/1/2025	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number of students 5. Outreach Campaign Invoice	\$ 22,204.00	-	\$	1,007.61

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
9 <u>11</u>	Review Meeting 4	4/17/2024 <u>1/1/2025</u>	4/15/2024 <u>1/30/2024</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
10 <u>13</u>	Curriculum Development: Module 2 Vehicle Technologies	4/15/2024 <u>12/15/2024</u>	2/15/2025 <u>3/15/2025</u>	2. Draft Module 2 Vehicle Technologies a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice	\$ 110,852.80	-	\$ 1,007.61
11 <u>9</u>	Prepare Quarterly Status Report 1	10/15/2024	10/15/2024	1. Submit Quarterly Status Report 1	\$ -	\$ -	\$ 1,282.42
12 <u>14</u>	Facility Modifications: Prepare existing automotive shop.	8/15/2024 <u>10/1/2024</u>	2/1/2025 <u>3/1/2025</u>	1. Prepare existing instructional space and shop for ZEV a. Facility Modification Plan b. Photos of existing facility	\$ 35,945.80	-	\$ 503.81 <u>\$ 1,511.42</u>
13 <u>15</u>	Facility Modifications: Upgrade existing automotive shop.	2/1/2025 <u>3/1/2025</u>	7/1/2025	Facilities Modification Invoice and photos	\$ 35,945.80	-	\$ 503.81 <u>\$ 1,511.42</u>
14 <u>16</u>	Procure Equipment Initiation: Instructional materials, classroom equipment, safety kits	8/15/2024 <u>10/1/2024</u>	2/1/2025 <u>4/1/2025</u>	Develop Instructional Material and Equipment Plan	\$ 270,867.60	-	\$ 503.81 <u>\$ 1,511.42</u>
15 <u>17</u>	Procure Equipment Completion: Instructional materials, classroom equipment, safety kits	2/1/2025	7/1/2025	1. Fulfill instructional material needs b. Equipment and Material	\$ 270,867.60	-	\$ 503.81

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
					Cash	In-Kind	Cash	In-Kind
				invoices c. Delivery Confirmation d. Asset Inventory for items over \$500.00 e. Photos of equipment f. Photos of safety kits g. Procure Equipment Invoice				
16 18	Review Meeting 5	11/1/2024 2/1/2025	11/15/2024 2/28/2025	1. Meeting Agenda	\$	-	\$	1,007.61
17 19	Review Meeting 6	12/1/2024 3/1/2025	12/15/2024 3/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
18 10	Prepare CA Climate Investment Report 1	12/15/2024	12/15/2024	1. Submit CA Climate Investment Report 1	\$	-	\$	1,282.42
19 20	Review Meeting 7	1/1/2025 4/1/2025	1/15/2025 4/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
20 22	Outreach Campaign 2: Class Tours, Field Trips	1/9/2025	5/30/2025	1. ZEV Specific Tours of EAROP and AC Transit a. Field Trip itineraries b. Dates, List of schools, number of students c. Tour agendas d. Dates, List of schools, number of students e. Outreach Campaign Invoice	\$	30,942.80	\$	1,007.61
21 23	Outreach Campaign 3: Student Recruitment, EAROP Showcase, Course Selection Processes	1/9/2025	5/30/2025	1. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers	\$	19,987.60	\$	1,007.61

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				(hard/soft) 2. EAROP Showcase focus on ZEV a. EAROP Showcase Flyers b. Photos of event 3. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed b. Outreach Campaign Invoice			
22 <u>24</u>	Curriculum Development Initiation: Module 3 Vehicle Maintenance	4/9/2025 <u>3/15/2025</u>	3/45/2025 <u>5/15/2025</u>	1. Draft Module 3 Vehicle Maintenance a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments	\$ 55,108.40	\$ -	\$ 503.81
23 <u>25</u>	Curriculum Development Completion: Module 3 Vehicle Maintenance	3/45/2025 <u>5/15/2025</u>	5/30/2025 <u>8/1/2025</u>	1. Draft Module 3 Vehicle Maintenance a. Curriculum b. Instructional Strategies aligned to curriculum c. Pacing Guide d. Curriculum Development Invoice	\$ 55,108.40	\$ -	\$ 503.81
24 <u>12</u>	Prepare Quarterly Status Report 2	1/15/2025	1/15/2025	1. Submit Quarterly Status Report 2	\$ -	\$ -	\$ 1,282.42
25 <u>26</u>	Review Meeting 8	2/4/2025 <u>5/1/2025</u>	2/45/2025 <u>5/30/2025</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
26	Review Meeting 9	3/4/2025	3/45/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
					Cash	In-Kind	Cash	In-Kind
27 27		6/1/2025 6/30/2025	6/30/2025 6/30/2025					
27 29	Review Meeting 10	4/4/2025 7/1/2025	4/4/2025 7/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
28 21	Prepare Quarterly Status Report 3	4/15/2025	4/15/2025	1. Submit Quarterly Status Report 3	\$	-	\$	1,282.42
29 31	Review Meeting 11	5/4/2025 8/1/2025	5/4/2025 8/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
30 37	Review Meeting 12	6/4/2025 9/1/2025	6/4/2025 9/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
34 28	Prepare CA Climate Investment Report 2	6/15/2025	6/15/2025	1. Submit CA Climate Investment Report 2	\$	-	\$	1,282.42
32 38	Review Meeting 13	7/4/2025 10/1/2025	7/4/2025 10/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
33 30	Prepare Quarterly Status Report 4	7/15/2025	7/15/2025	1. Submit Quarterly Status Report 4	\$	-	\$	1,282.42
34 40	Review Meeting 14	8/4/2025 11/1/2025	8/4/2025 11/30/2025	1. Meeting Agenda	\$	-	\$	1,007.61
35 32	Pilot Class: 1 st Round Cohorts enrolled and participating in HS ZEV Training Program	8/13/2025	12/22/2025	1. Pilot Class Initiation a. Course Description and Outline b. Sample Unit Plan c. Sample Lesson Plan d. Sample of student work e. EAROP Master Schedule	\$	61,661.70	\$	503.81
36 43	Pilot Class: 1 st Round Cohorts complete HS ZEV Training Program	12/22/2025	3/1/2026	1. Pilot Class Completion a. Pathway Profile b. Rosters c. WBL Photos	\$	61,661.70	\$	503.81

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				d. Class Photos e. Pilot Class Invoice			
37 <u>35</u>	Outreach Campaign 4: Recruitment of 2 nd Round Cohorts, Sophomores P/T, Presentations, BTSN, Showcase	8/13/2025	3/1/2026	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number of students 5. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft) 6. EAROP Showcase a. EAROP Showcase Flyers b. Photos of event 7. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed 8. Outreach Campaign Invoice	\$ 19,987.60	\$ -	\$ 1,007.61

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
38 <u>34</u>	Curriculum Development: Module 4 Infrastructure	8/13/2025	12/22/2025	1. Draft Module 4 Infrastructure a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Pathway Profile i. Curriculum Development Invoice	\$ 110,216.80	\$ -	\$ 1,007.61
39 <u>36</u>	Develop Sustainability Plan in recruitment, funding, and public relations	8/13/2025	3/1/2026	1. Apply for sustaining GSPP Grant a. Application 2. Explore potential Youth Apprenticeship Programs for ZEV a. List of pertinent grants and applications b. Apprenticeship Linkage Plan 3. Continue Recruitment Efforts 4. Seek further industry and agency partnerships a. WBL Partner Plan b. WBL Partner List 5. Expend all Advance Payment 6. Sustainability Invoice	\$ 51,767.60	\$ -	\$ 1,007.61

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
40 <u>33</u>	Begin Data Collection	8/13/2025	9/15/2025	1. Establish baseline and objectives a. Student Demographics (Student Information System) i. Annually b. Pre-enrollment and Enrollment (Enrollment Tracking Documents) i. Spring and Fall c. Student Achievement (Student Information System) i. Semester, twice a year d. Student Surveys (Microsoft Forms) i. Semester, twice a year e. Graduate Survey (Microsoft Forms)	\$ -	\$ -	\$ 1,007.61
41	Review Meeting 15	9/1/2025 <u>12/1/2025</u>	9/15/2025 <u>12/30/2025</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
42 <u>44</u>	Review Meeting 16	10/1/2025 <u>1/1/2026</u>	10/15/2025 <u>1/30/2026</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
43 <u>39</u>	Prepare Quarterly Status Report 5	10/15/2025	10/15/2025	1. Submit Quarterly Status Report 5	\$ -	\$ -	\$ 1,282.42
44 <u>46</u>	Review Meeting 17	11/1/2025 <u>2/1/2026</u>	11/15/2025 <u>2/28/2026</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
45 <u>47</u>	Review Meeting 18	12/1/2025 <u>3/1/2026</u>	12/15/2025 <u>3/30/2026</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
46 <u>42</u>	Prepare CA Climate Investment Report 3	12/15/2025	12/15/2025	1. Submit CA Climate Investment Report 3	\$ -	\$ -	\$ 1,282.42

Exhibit B, Attachment II Project Tasks
Grant Number: G21-AEVS-01-01

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
47	Review Meeting 19	4/1/2026	4/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
48	Prepare Quarterly Status Report 6	1/15/2026	1/15/2026	1. Submit Quarterly Status Report 6	\$ -	\$ -	\$ 1,282.42
49	Review Meeting 20	2/1/2026	2/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
50	Review Meeting 21	3/1/2026	3/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
51	Prepare Draft Final Status Report	3/1/2025	3/4/2025	1. Submit Draft Final Status Report	\$ -	\$ -	\$ 1,282.42
48		3/1/2026	3/1/2026				
52	Submit Final Status Report	3/15/2026	4/1/2026	1. Submit Final Status Report	\$ -	\$ -	\$ 1,282.42
49							
Subtotal					\$ 1,402,524.95	\$ -	\$ 51,663.04
Grand Total					\$ 1,402,524.95	\$ -	\$ 51,663.04

Exhibit B, Attachment III – Project Milestones

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Detailed Scope of Work and Schedule

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
1	1	Initial Meeting	6/12/2024 9/16/2024	6/15/2024 9/30/2024	1. Meeting Agenda	\$ -	\$ 1,282.42		
1	2	Hire staff, onboard for EAROP and ZEV Project	6/15/2024 8/15/2024	8/31/2024 9/30/2024	1. EAROP ZEV Instructor/Coordinator a. Job Posting b. Job Description c. Employment Agreement d. Staffing Invoice	\$ 8,681.35	\$ 1,007.61		
1	3	Review Meeting 1	7/1/2024 10/1/2024	7/15/2024 10/31/2024	1. Meeting Agenda	\$ -	\$ 1,007.61		
2	4	Curriculum Development: Module 1 Safety Training	7/15/2024 9/15/2024	10/15/2024 12/15/2024	1. Draft Module 1 Safety Training a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide	\$ 112,312.96	\$ 1,007.61		

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					h. Curriculum Development Invoice			
2	5	Review Meeting 2	8/1/2024 11/1/2024	8/15/2024 11/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
3	6	Curriculum Planning: Develop A-G Timeline, Course Description, Course Outline	8/15/2024 10/15/2024	10/1/2024 12/1/2024	1. A-G Timeline 2. Draft Course Description 3. Draft Course Outline 4. Articulation Agreement/Dual Enrollment Plan 5. Draft Pathway Profile 6. Draft Course Standards 7. Curriculum Planning Invoice	\$ 68,404.44	-	\$ 1,007.61
3	7	Review Meeting 3	9/1/2024 12/1/2024	9/15/2024 12/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
4	8	Outreach Campaign 1: Back to School Night, Sophomore Presentations, Sophomore Tours, Middle School Tours	9/1/2024	3/1/2025	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools,	\$ 22,204.00	-	\$ 1,007.61

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					number of students 5. Outreach Campaign Invoice			
4	9 <u>11</u>	Review Meeting 4	10/1/2024 <u>1/1/2025</u>	10/15/2024 <u>1/30/2024</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
5	10 <u>13</u>	Curriculum Development: Module 2 Vehicle Technologies	10/15/2024 <u>12/15/2024</u>	2/15/2025 <u>3/15/2025</u>	2. Draft Module 2 Vehicle Technologies a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice	\$ 110,852.80	-	\$ 1,007.61
5	11 <u>9</u>	Prepare Quarterly Status Report 1	10/15/2024	10/15/2024	1. Submit Quarterly Status Report 1	\$ -	\$ -	\$ 1,282.42
6	12 <u>14</u>	Facility Modifications: Prepare existing automotive shop.	8/15/2024 <u>10/1/2024</u>	2/1/2025 <u>3/1/2025</u>	1. Prepare existing instructional space and shop for ZEV a. Facility Modification Plan b. Photos of existing facility	\$ 35,945.80	-	\$ 503.81 <u>\$ 1,511.42</u>
7	13 <u>15</u>	Facility Modifications: Upgrade existing automotive shop.	2/1/2025 <u>3/1/2025</u>	7/1/2025	Facilities Modification Invoice and photos	\$ 35,945.80	-	\$ 503.81 <u>\$ 1,511.42</u>

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
8	44 <u>16</u>	Procure Equipment Initiation: Instructional materials, classroom equipment, safety kits	8/15/2024 <u>10/1/2024</u>	2/1/2025 <u>4/1/2025</u>	Develop Instructional Material and Equipment Plan	\$ 270,867.60	\$ -	\$ 503.81 <u>\$ 1,511.42</u>
9	45 <u>17</u>	Procure Equipment Completion: Instructional materials, classroom equipment, safety kits	2/1/2025	7/1/2025	1. Fulfill instructional material needs b. Equipment and Material invoices c. Delivery Confirmation d. Asset Inventory for items over \$500.00 e. Photos of equipment f. Photos of safety kits g. Procure Equipment Invoice	\$ 270,867.60	\$ -	\$ 503.81
9	46 <u>18</u>	Review Meeting 5	11/1/2024 <u>2/1/2025</u>	11/15/2024 <u>2/28/2025</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
9	47 <u>19</u>	Review Meeting 6	12/1/2024 <u>3/1/2025</u>	12/15/2024 <u>3/30/2025</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
9	48 <u>10</u>	Prepare CA Climate Investment Report 1	12/15/2024	12/15/2024	1. Submit CA Climate Investment Report 1	\$ -	\$ -	\$ 1,282.42
9	49 <u>20</u>	Review Meeting 7	1/1/2025 <u>4/1/2025</u>	1/15/2025 <u>4/30/2025</u>	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
10	20 <u>22</u>	Outreach Campaign 2: Class Tours, Field Trips	1/9/2025	5/30/2025	1. ZEV Specific Tours of EAROP and AC Transit a. Field Trip itineraries b. Dates, List of schools, number of students	\$ 30,942.80	\$ -	\$ 1,007.61

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
11					c. Tour agendas d. Dates, List of schools, number of students e. Outreach Campaign Invoice				
	24 23	Outreach Campaign 3: Student Recruitment, EAROP Showcase, Course Selection Processes	1/9/2025	5/30/2025	1. Student Recruitment at Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft) 2. EAROP Showcase focus on ZEV a. EAROP Showcase Flyers b. Photos of event 3. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed b. Outreach Campaign Invoice	\$ 19,987.60	\$ -	\$ 1,007.61	
12	22 24	Curriculum Development Initiation: Module 3 Vehicle Maintenance	4/9/2025 3/15/2025	3/15/2025 5/15/2025	1. Draft Module 3 Vehicle Maintenance a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments	\$ 55,108.40	\$ -	\$ 503.81	

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
13	23 <u>25</u>	Curriculum Development Completion: Module 3 Vehicle Maintenance	3/15/2025 <u>5/15/2025</u>	5/30/2025 <u>8/1/2025</u>	1. Draft Module 3 Vehicle Maintenance a. Curriculum b. Instructional Strategies aligned to curriculum c. Pacing Guide d. Curriculum Development Invoice	\$	55,108.40	\$	503.81
						-			
13	24 <u>12</u>	Prepare Quarterly Status Report 2	1/15/2025	1/15/2025	1. Submit Quarterly Status Report 2	\$	-	\$	1,282.42
13	25 <u>26</u>	Review Meeting 8	2/1/2025 <u>5/1/2025</u>	2/15/2025 <u>5/30/2025</u>	1. Meeting Agenda	\$	-	\$	1,007.61
13	26 <u>27</u>	Review Meeting 9	3/1/2025 <u>6/1/2025</u>	3/15/2025 <u>6/30/2025</u>	1. Meeting Agenda	\$	-	\$	1,007.61
13	27 <u>29</u>	Review Meeting 10	4/1/2025 <u>7/1/2025</u>	4/15/2025 <u>7/30/2025</u>	1. Meeting Agenda	\$	-	\$	1,007.61
13	28 <u>21</u>	Prepare Quarterly Status Report 3	4/15/2025	4/15/2025	1. Submit Quarterly Status Report 3	\$	-	\$	1,282.42
13	29 <u>31</u>	Review Meeting 11	5/1/2025 <u>8/1/2025</u>	5/15/2025 <u>8/30/2025</u>	1. Meeting Agenda	\$	-	\$	1,007.61
13	30 <u>37</u>	Review Meeting 12	6/1/2025 <u>9/1/2025</u>	6/15/2025 <u>9/30/2025</u>	1. Meeting Agenda	\$	-	\$	1,007.61
13	31 <u>28</u>	Prepare CA Climate Investment Report 2	6/15/2025	6/15/2025	1. Submit CA Climate Investment Report 2	\$	-	\$	1,282.42
13	32 <u>38</u>	Review Meeting 13	7/1/2025 <u>10/1/2025</u>	7/15/2025 <u>10/30/2025</u>	1. Meeting Agenda	\$	-	\$	1,007.61
13	33 <u>30</u>	Prepare Quarterly Status Report 4	7/15/2025	7/15/2025	1. Submit Quarterly Status Report 4	\$	-	\$	1,282.42
13	34	Review Meeting 14	8/1/2025	8/15/2025	1. Meeting Agenda	\$	-	\$	1,007.61

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
14	40		11/1/2025	11/30/2025					
	35 <u>32</u>	Pilot Class: 1 st Round Cohorts enrolled and participating in HS ZEV Training Program	8/13/2025	12/22/2025	1. Pilot Class Initiation a. Course Description and Outline b. Sample Unit Plan c. Sample Lesson Plan d. Sample of student work e. EAROP Master Schedule	\$ 61,661.70	\$ -	\$ 503.81	
15	36 <u>43</u>	Pilot Class: 1 st Round Cohorts complete HS ZEV Training Program	12/22/2025	3/1/2026	1. Pilot Class Completion a. Pathway Profile b. Rosters c. WBL Photos d. Class Photos e. Pilot Class Invoice	\$ 61,661.70	\$ -	\$ 503.81	
16	37 <u>35</u>	Outreach Campaign 4: Recruitment of 2 nd Round Cohorts, Sophomores P/T, Presentations, BTSN, Showcase	8/13/2025	3/1/2026	1. Back To School Night Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District Sophomore Tours a. Dates, List of schools, number of students 4. Partner District Middle School Tours (Sustainability) a. Dates, List of schools, number of students 5. Student Recruitment at	\$ 19,987.60	\$ -	\$ 1,007.61	

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
17					Partner sites a. EAROP Course Catalog b. ZEV Pathway Flyers (hard/soft) 6. EAROP Showcase a. EAROP Showcase Flyers b. Photos of event 7. Partner District Course Selection Process a. Sample course selection sheets with ZEV Pathway listed 8. Outreach Campaign Invoice				
	38 <u>34</u>	Curriculum Development: Module 4 Infrastructure	8/13/2025	12/22/2025	1. Draft Module 4 Infrastructure a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Pathway Profile i. Curriculum Development Invoice	\$ 110,216.80	\$ -	\$ 1,007.61	

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
18	39 <u>36</u>	Develop Sustainability Plan in recruitment, funding, and public relations	8/13/2025	3/1/2026	1. Apply for sustaining GSPP Grant a. Application 2. Explore potential Youth Apprenticeship Programs for ZEV a. List of pertinent grants and applications b. Apprenticeship Linkage Plan 3. Continue Recruitment Efforts 4. Seek further industry and agency partnerships a. WBL Partner Plan b. WBL Partner List 5. Expend all Advance Payment 6. Sustainability Invoice	\$ 51,767.60	\$ -	\$ 1,007.61
18	40 <u>33</u>	Begin Data Collection	8/13/2025	9/15/2025	1. Establish baseline and objectives a. Student Demographics (Student Information System) i. Annually b. Pre-enrollment and Enrollment (Enrollment Tracking Documents) i. Spring and Fall c. Student Achievement	\$ -	\$ -	\$ 1,007.61

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					(Student Information System) i. Semester, twice a year d. Student Surveys (Microsoft Forms) i. Semester, twice a year e. Graduate Survey (Microsoft Forms)			
18	41	Review Meeting 15	9/1/2025 12/1/2025	9/15/2025 12/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	42 44	Review Meeting 16	10/1/2025 1/1/2026	10/15/2025 1/30/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	43 39	Prepare Quarterly Status Report 5	10/15/2025	10/15/2025	1. Submit Quarterly Status Report 5	\$ -	\$ -	\$ 1,282.42
18	44 46	Review Meeting 17	11/1/2025 2/1/2026	11/15/2025 2/28/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	45 47	Review Meeting 18	12/1/2025 3/1/2026	12/15/2025 3/30/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	46 42	Prepare CA Climate Investment Report 3	12/15/2025	12/15/2025	1. Submit CA Climate Investment Report 3	\$ -	\$ -	\$ 1,282.42
18	47	Review Meeting 19	1/1/2026	1/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	48 45	Prepare Quarterly Status Report 6	1/15/2026	1/15/2026	1. Submit Quarterly Status Report 6	\$ -	\$ -	\$ 1,282.42
18	49	Review Meeting 20	2/1/2026	2/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	50 48	Review Meeting 21	3/1/2026	3/15/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	51 48	Prepare Draft Final Status Report	3/1/2026	3/1/2026	1. Submit Draft Final Status Report	\$ -	\$ -	\$ 1,282.42
19	52 49	Submit Final Status Report	3/15/2026	4/1/2026	1. Submit Final Status Report	\$ -	\$ -	\$ 1,282.42
Subtotal						\$ 1,402,524.95	\$ -	\$ 51,663.04

Exhibit B, Attachment III Project Milestones
Grant Number: G21-AEVS-01-01

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
Grand Total							Cash	In-Kind
\$ 1,402,524.95							\$	51,663.04

Exhibit B, Attachment IV Key Project Personnel
Grant Number: G21-AEVS-01-01

Exhibit B, Attachment IV - Key Project Personnel

Grantee: Eden Area Regional Occupational Program

Project: Adult Education & Vocational School Zero-Emission Vehicle Technology Training (AEVS)

Business	Name	Position	Duties
EAROP	Blaine Torpey	Superintendent	Grant Program Management
EAROP	Mercedes Henderson	Human Resources Administrator	Hiring, Credentialing, Onboarding, continued staff support
EAROP	Anthony Oum	Business Services Administrator	Grant Fiscal Management
EAROP	Manuschka Michaud <u>Mark Rizkallah</u>	Principal <u>Assistant Principal - Pathways</u>	ZEV Program Management
EAROP	Michelle Stephens <u>Tamika Henry</u>	Pathways Coordinator	Curriculum and Pathway Development
EAROP	Abraham Mendoza <u>Johanna Lopez</u>	Work Based Learning Specialist	Pathway and Industry Partnership Development
EAROP	Johanna Lopez <u>Lily Angulo</u>	Website and Marketing Specialist	Marketing, Public Relations, and Recruitment
EAROP	TBD <u>Mark Anthony Villanueva</u>	Zero Emission Vehicle Instructor/Program Coordinator	ZEV Program Development, Implementation, and Instruction
Hatch	Daniel Lang, PhD	Zero Emissions Specialist	Provide Subject Matter Expertise on zero emissions technologies to develop curriculum

Exhibit B, Attachment IV Key Project Personnel
Grant Number: G21-AEVS-01-01

Business	Name	Position	Duties
Hatch	Matthew Post	Curriculum Development Lead	Lead curriculum development
Hatch	Elaine Hsieh	Training Development Support	Support curriculum development

EXHIBIT C
FISCAL YEAR 2021-22 FUNDING PLAN
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

~~(PLACEHOLDER)~~

This exhibit incorporates by reference the CARB Proposed Fiscal Year 2021-22 Funding Plan for Clean Transportation Incentives
November 19, 2021

https://ww2.arb.ca.gov/sites/default/files/2021-10/fy21-22_fundingplan.pdf

EXHIBIT D
GRANT SOLICITATION
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

(PLACEHOLDER)

This exhibit incorporates by reference the CARB Fiscal Year 2021-22 Grant Solicitation, Adult Education & Vocational School Zero-Emission Vehicle Technology Training Project

Mobile Source Control Division
California Air Resources Board
August 2023

https://ww2.arb.ca.gov/sites/default/files/2023-08/fy21-22adultandvocational_solicitation.pdf

EXHIBIT E
GRANTEE APPLICATION PACKAGE
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

~~(PLACEHOLDER)~~

This exhibit incorporates by reference the CARB's Fiscal Year 2021-22 Adult Educational & Vocational School Zero-Emission Vehicle Technology Training Project Grantee Application Package, Eden Area Regional Occupational Program (EAROP) submission for October 27, 2023

EXHIBIT F
PAYEE DATA RECORD
~~EDEN AREA REGIONAL OCCUPATIONAL PROGRAM~~

(PLACEHOLDER)

~~EXHIBIT G~~
~~RECORDKEEPING AND RELIABILITY STANDARDS FOR ELECTRIC VEHICLE~~
~~CHARGERS AND CHARGING STATIONS~~
~~EDEN AREA REGIONAL OCCUPATIONAL PROGRAM~~

~~(PLACEHOLDER)~~



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Roll Forward Report Services for the 2024-2025 School Year

BACKGROUND

The Government Accounting Standards Board (GASB) Statement 74 and Statement 75 states that a public agency is required to report as an expense on its financial statements, its liability for cost pertaining to its current and future retired employees' health and other post-retirement benefits (OPEBs) and is permitted to calculate its liability (actuarial valuation) by an alternative measurement method (AMM).

CURRENT SITUATION

The attached agreement between the Eden Area ROP and the California School Boards Association District Services Corporation (CSBADSC) is to provide a disclosure report with measurement dates of 07/01/2024 – 06/30/2025, to be compliant with GASB reporting for the 2024-2025 school year.

CONSENT CALENDAR

GASB REPORTS Disclosure Report Service Agreement

This GASB REPORTS Disclosure Report Agreement, (“Agreement”), is executed by _____ (Public Agency), for the benefit of the California School Boards Association District Services Corporation (“CSBADSC”).

RECITALS

WHEREAS, pursuant to Governmental Accounting Standards Board, Statement 74 (GASB 74) and Statement 75 (GASB 75) Public Agency is required to report as an expense on its financial statements, its liability for costs pertaining to its current and future retired employees' health and other post-employment benefits (OPEBs); and

WHEREAS, Public Agency is permitted pursuant to GASB 74 and GASB 75 to calculate its liability (actuarial valuation) by an alternative measurement method; and

WHEREAS, CSBADSC offers actuarial valuation calculation service (GASB DISCLOSURE REPORT service) to public agencies.

NOW THEREFORE, in consideration of CSBADSC providing a GASB DISCLOSURE report for Public Agency, and for other good and valuable consideration the receipt and sufficiency of which Public Agency hereby acknowledges, Public Agency agrees as follows:

1. That Public Agency will pay CSBADSC a fee of _____ upon completion of the actuarial valuation.
2. That Public Agency will pay CSBADSC an additional fee, at the rate of \$250 per hour or a fraction thereof, if it requests additional technical support related to the actuarial valuation, and the support would require the actuary's expertise.
3. That Public Agency acknowledges that accurate data is critical to calculating a reliable actuarial valuation and that CSBADSC is not liable for an incorrect actuarial valuation that is caused by erroneous data supplied by Public Agency.
4. That Public Agency acknowledges that CSBADSC will not be liable for any indirect, special, consequential, or incidental loss or damage to Public Agency or any other person for the use of or reliance on the Report. If the Report is incorrect, Public Agency shall have the right only to recover up to the limit of the fee it paid for the service.
5. That Public Agency acknowledges that the actuarial valuation may contain CSBADSC's work product and/or proprietary materials intended for Public Agency's use and benefit only, and that Public Agency may not disclose any such material to any third parties

without CSBADSC's prior consent. This shall by no means affect Public Agency's right or responsibility to distribute the actuarial valuation to any of its professional service providers which Public Agency may hold liable under a duty of confidentiality or to any regulatory or government agency when required by law.

6. That this Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.
7. That Public Agency has carefully reviewed this Agreement and has agreed to each of its terms.

IN WITNESS WHEREOF, Public Agency duly executes this Agreement as follows:

(Public Agency)

Signature: _____

Name: _____

Title: _____

Date: _____



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2025 through May 31, 2026

BACKGROUND

ESI has been providing an employee support program to companies for over 35 years. The services provided range from counseling to personal finance and online professional development for staff.

CURRENT SITUATION

The employees of Eden Area ROP, like many in the education field, regularly balance a wide range of responsibilities and face a variety of personal and professional challenges.

In addition to high-quality counseling services and comprehensive benefits, this program provides self-help tools and resources designed to address everyday issues that employees may encounter. The Educators EAP was specifically developed with school personnel in mind and includes a broad range of support services, including resources tailored to the unique challenges educators face in their roles.

We believe that offering this program will further strengthen our commitment to the health, wellness, and professional support of our employees.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with ESI Employee Assistance Group for participation in their Employee Assistance Program from June 1, 2025 through May 31, 2026.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Eden Area Regional Occupational Program** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **6/1/25-5/31/26**.

I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

Important information for members residing in California: Under California's Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period.** If your organization's Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – **Cannot exceed six (6) sessions in a twelve-month period.**

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life. Discounts vary by season and location.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

Legal benefits exclude coverage for:

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

VII. Term

- A.** Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A.** Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B.** Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C.** The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A.** ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B.** Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C.** Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Eden Area Regional Occupational Program

Gordon G. Bell, President

Authorized Signature

Date

Date



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | EXHIBIT A

Eden Area Regional Occupational Program ("Client") 6/1/25 - 5/31/26

Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **60**.
- B.** Client agrees to pay ESI the sum of **\$3,605.00** annually.
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **51** to **100**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** Trauma Responses available at **\$250.00** per hour plus travel time.
- G.** DOT required Substance Abuse Evaluations - **\$850.00** each.



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships

BACKGROUND

In 2022-2023, the City of Hayward initiated a Food Action Group working on developing food security in Hayward focusing on Career Pathways. As a result, Hayward Unified School District and the Eden Area ROP worked with the City of Hayward to use grant funds to support a Summer 2023 Internship Program. The City of Hayward is contracting with the Eden Area ROP to be the fiscal agent in paying the staff involved and providing participating students scholarships at the internship's completion.

CURRENT SITUATION

Due to the success of the Summer 2023 program, the City of Hayward identified and provided funding to expand the program for Summer 2024, and again in Summer 2025.

The City of Hayward is contracting with the Eden Area ROP for its internship services this summer. Two HUSD students who complete the internship hosted by the Eden Area ROP will receive a \$1,000 scholarship, and an HUSD student returning as a Year 2 Mentor Assistant will receive \$1,600. We will also be the fiscal agent for the other ten Hayward Unified School District (HUSD) student interns participating in the program at other participating sites.

Fiscal Impact: The Eden Area ROP will receive up to \$19,995 for scholarships, staffing, materials and supplies, and administrative costs.

CONSENT CALENDAR

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND EDEN AREA
REGIONAL OCCUPATIONAL PROGRAMS FOR A PILOT INTERNSHIP PROGRAM AS PART OF THE
HAYWARD FOOD ACTION PLANNING GRANT

THIS AGREEMENT, dated for convenience this 15th day of May 2025, is by and between Eden Area Regional Occupational Programs ("CONTRACTOR"), a Joint Powers Authority Public School District, and the CITY OF HAYWARD ("CITY"), a municipal corporation of the State of California;

PROGRAM SERVICES:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, CONTRACTOR is willing to render such program related services, as hereinafter defined, on the following terms and conditions; and

NOW, THEREFORE, the CONTRACTOR and the CITY agree as follows:

AGREEMENT:

1. Scope of Service. Subject to the terms and conditions set forth in this agreement, the CONTRACTOR shall provide to the CITY the services described in Exhibit A. The CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. Compensation. Cash disbursement shall be in accordance with Exhibit A, Program Budget. Allowable compensation for services rendered by the CONTRACTOR to the CITY is set forth in Exhibit A. The CITY shall provide funding to the CONTRACTOR for an amount not to exceed \$19,995 for the Scope of Work described in Exhibit A.
3. Effective Date and Term. The effective date of this agreement is May 15, 2025, and it shall terminate no later than December 31, 2025.
4. Independent Contractor Status. It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.
5. Billings. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person.

6. Advice and Status Reporting. CONTRACTOR shall provide the CITY with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.
7. Assignment of Personnel. CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that CITY, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, CONTRACTOR shall, immediately upon receiving notice from CITY of such desire of CITY, cause the removal of such person or persons.
8. Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR. Neither this agreement nor any interest therein may be assigned by the CONTRACTOR without the prior written approval of the CITY's CITY Manager. The CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the CITY's CITY Manager.
9. Insurance. On or before beginning any of the services or work called for by any term of this agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (b) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.
 - a. Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by CONTRACTOR shall be provided with limits not less than one million dollars. In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this agreement.
 - b. Commercial General Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain commercial general liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate

limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement.

Coverage shall be as broad as Insurance Services Office Commercial Liability occurrence form CG 0001.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- i. CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- ii. The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- iii. The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- iv. The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- v. Any explosion, collapse, and underground property damage exclusion must be deleted.
- vi. An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- vii. The policy must contain a cross liability or severability of interests clause.
- viii. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- ix. Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
- x. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.
- xi. Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

- c. Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of CITY's CITY Attorney, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY CONTRACTOR may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- d. Notice of Reduction in Coverage. In the event that any coverage required under this section is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR's earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- e. In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
 - ii. Order CONTRACTOR to stop work under this agreement, or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - iii. Terminate the agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

10. Indemnification – CONTRACTOR's Responsibility. It is understood and agreed that CONTRACTOR has the professional skills and experience, knowledge necessary to perform the work agreed to be performed under this agreement, that CITY relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to perform the work.

Acceptance by CITY of the work performed under this agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

11. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the Agreement are incorporated by this reference.
12. Termination. This agreement may be cancelled at any time by CITY for its convenience upon written notification to CONTRACTOR. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR's delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this agreement.
13. Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To CONTRACTOR: Attn: Blaine C. Torpey, Superintendent
 Eden Area Regional Occupational Program
 26316 Hesperian Blvd.
 Hayward, CA 94545

To the CITY: Attn: Michael Lawson, Acting City Manager

CITY of Hayward
777 B. St., 4th floor
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

14. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONTRACTOR pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
15. Amendments. This agreement may be modified or amended only by a written document executed by both CONTRACTOR and CITY's CITY Manager and approved as to form by the CITY Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.
16. Abandonment by CONTRACTOR. In the event the CONTRACTOR ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, CONTRACTOR shall, without delay, deliver to CITY all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which CITY incurs as a result of such cessation or abandonment.
17. Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.
18. No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.
19. Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

20. Compliance with Laws. In the performance of this agreement, CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California, and the CITY Charter and Ordinances of CITY.

CONTRACTOR warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations.

21. Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

22. Conflict of Interest. CONTRACTOR warrants and covenants that the principal providers of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any principal provider of services is a "CONTRACTOR" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.) each such person shall comply with Form 700 Statement of Economic Interests filing requirements in accordance with the CITY's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, principal provider of services shall promptly notify CITY of the existence of such conflict of interest so that the CITY may determine whether to terminate this agreement.

23. Nuclear Free Hayward. CONTRACTOR agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit B and made a part hereof.

24. Copyright. Upon CITY's request, CONTRACTOR shall execute appropriate documents to assign to the CITY the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to CONTRACTOR or any other person shall not affect CITY's rights to the materials and records prepared or obtained in the performance of this agreement. CITY reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and CITY shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by CITY shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

25. Time is of the Essence. CONTRACTOR agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

26. Whole Agreement. This agreement has 9 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or

incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

27. Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of CITY's CITY Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.
28. Electronic Signatures. The parties agree that the electronic signatures [whether digital or encrypted], of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures of this Agreement.

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement, and the CITY, by its CITY Manager, who is authorized to do so, has executed this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EDEN AREA REGIONAL OCCUPATIONAL PROGRAMS

Dated: 5/28/2025

Signed by:
By: Blaine C. Torpey
Blaine C. Torpey, Superintendent

CITY OF HAYWARD

Dated: _____

By: _____
Michael Lawson, Acting City Manager

Attest: _____
Miriam Lens, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Vigilia, Acting City Attorney

Attachments: Exhibit A, Scope of Work

Exhibit B, Affirmation of Non-Involvement in the Development or Production of
Nuclear Weapons

(EXHIBIT A)
SCOPE OF WORK

PROJECT OVERVIEW AND GOALS

Eden Area Regional Occupational Program (EAROP) will oversee a summer internship for 14-20 Hayward Unified School District (HUSD) students as part of the City of Hayward's Food Action Plan. EAROP will handle the payment and EAROP and HUSD will supervise 14-20 of these students during the months of June and July alongside HUSD career pathways staff. Students will receive hands-on training in urban food systems.

Students who participate in the four-week internship will receive a \$1000 stipend and a student that participates for two weeks will receive a \$500 stipend.

Below is the outline of the program:

- Participating sites –
 - EAROP Center: June 9-July 3, 3 students
 - Dig Deep at Ardenwood: June 9-July 3, 5 or more students
 - Leafy Greens Farmers Market: June 9-July 3, 4 or more students
- EAROP Urban Farming Summer Internship will run from June 9-July 3.
- HUSD/EAROP Student participants
- Intern for four weeks, four days a week (Mon-Thurs), for four hours a day (except for June 19).
- Internship Ceremony: Proposed July 16, Hayward High

PAYMENT AND BUDGET

One payment of \$19,995 will be distributed to EAROP. EAROP will send the City an invoice for \$19,995 to be spent as defined in the budget below. Invoices can be sent to justin.redman@hayward-ca.gov.

Budget:			
Description	Amount	Detail	Total
Mentor Stipend	\$4,000	1	\$4,000
Mentor Assistant	\$1,600	1	\$1,600
Mentor Employee Burden	\$400	2	\$800
Instructional Materials	\$800	n/a	\$1,100
Student Snacks	\$300	n/a	
Student Scholarship	\$1000	11.5 (2 EAROP, 9.5 HUSD)	\$11,500
Indirect Costs (admin/finance) 5%	\$995	n/a	\$995
Grand Total			\$19,955

(EXHIBIT B)
AFFIRMATION ON NON-INVOLVEMENT IN DEVELOPMENT OF
PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Eden Area Regional Occupational Program

Company Name

Blaine C. Torpey
Superintendent

Official Name & Title

26316 Hesperian Blvd.

Company Address

Signed by:


C4090AD3C61F41D...

Signature of Company Official

Hayward, CA 94545

City/State/Zip Code

5/28/2025

Date

DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2025-2026 School Year

BACKGROUND

The Eden Area ROP has a longstanding track record of maximizing grant funding on behalf of the Eden Area ROP and our partner districts. The Eden Area ROP has over a dozen new and overlapping grants that will be in play in 2025-2026. The Superintendent's Office is responsible for fiscal management of the grants, the overall implementation of grant activities, as well as ensuring that all reporting requirements are met. Below is a list of grants we will coordinate in 2025-2026:

- Career Technical Education Incentive Grant (CTEIG) Round 9
- Career Technical Education Incentive Grant (CTEIG) Round 10
- Strong Workforce Program (SWP) Round 5 Connections
- Strong Workforce Program (SWP) Round 7 PADE
- Strong Workforce Program (SWP) Round 7 HB4EL
- Strong Workforce Program (SWP) Round 7 AI Literacy
- Workforce Innovation and Opportunity Act (WIOA)
- Workability
- Downtown Hayward Promise Neighborhood (HPN)
- Bay Area K16 Collaborative
- California Apprenticeship Innovation (CAI): Dental Assisting Pre-Apprenticeship
- California Apprenticeship Innovation (CAI): Dental Assisting Apprenticeship
- California Apprenticeship Innovation (CAI): Careers in Education Pre-Apprenticeship
- California Air Resources Board (CARB) Zero Emissions Vehicle (ZEV) Training Program
- Student Training and Employment Program (STEP) Forward Grant
- City of Hayward Urban Farming
- Middle College Grant
- Golden State Pathways Program: Health Careers Pathway
- Golden State Pathways Program: Careers in Education Pathway
- Golden State Pathways Program: Zero Emission Vehicle Pathway

Linda Granger is a retired Eden Area ROP employee and former Superintendent who has extensive expertise in supporting the management of grants with a specific specialty in the fiscal management of grants.

CURRENT SITUATION

Significant funding opportunities for Career Technical Education (CTE) via competitive grants continue to be a priority for the Eden Area ROP Center and partner districts. Ms. Granger's expertise is a valuable resource for the organization this year.

The attached is a copy of the agreement between Linda Granger and the Eden Area ROP to provide grant support and consulting services for the 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 Linda Granger (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:
 - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
 - Provide extensive, contextualized one-on-one support regarding grant budget development and implementation
 - Provide unlimited phone and email contact to address any specific issues or concerns
 - Provide support in preparing grants in partnership with the organization
 - Provide training to ensure smooth transition in management of existing grant programs

Term of Agreement

2. The term of this Agreement will begin as needed throughout the 2025-2026 school year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties and a not to exceed amount of \$40,000.

Performance

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

Compensation

4. The service provider will be paid \$200 per hour worked for a maximum of 200 hours. Days worked will be mutually agreed upon by both parties.
5. Compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Linda Granger, Service Provider

Date

Blaine Torpey, Superintendent
Eden Area ROP

Date



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal-Educational Services
SUBJECT: Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2025-2026 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students within our JPA for the sophomore tours.

CURRENT SITUATION

For the 2025-2026 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

School	Tour Date	Amount
San Leandro High School	10/28/2025	\$6,155.00
San Lorenzo High School	11/7/2025	\$5,180.00
Arroyo High School	11/14/2025	\$5,030.00
Tennyson High School	11/18/2025	\$5,180.00
Mt. Eden High School	12/09/2025	\$8,025.00
Hayward High School	12/12/2025	\$5,180.00
Castro Valley High School	01/27/2026	\$6,740.00
Total		\$41,490.00

CONSENT CALENDAR



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33488**

Phone: **510-293-2950**

Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**

Coaches: **3**

Group Leader:

Equipment: **56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, November 14, 2025**

Return Date: **Friday, November 14, 2025**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Retn\Drop Time: **11:30 am**

Pickup Location: **Arroyo High School**
15701 Lorenzo Ave.
San Lorenzo, CA 94580

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,030.00
05/16/25	Signed Contract			Amount Paid	\$0.00
11/01/25	PO for Final Pay				
12/01/25	Final Payment			Balance Due	\$5,030.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025

Charter No. : **33488**
Phone: **510-293-2950**
Fax:
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

The attached Charter 33488 in the amount of \$5,030.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33492**

Phone: **510-293-2950**

Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**

Coaches: **4**

Group Leader:

Equipment: **56 passenger**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Tuesday, January 27, 2026**

Return Date: **Tuesday, January 27, 2026**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Retn\Drop Time: **11:30 am**

Pickup Location: **Castro Valley High School**
(Pick up in Loop off Mabel)
19400 Santa Maria Avenue
Castro Valley, CA 94546

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$6,740.00
05/16/25	Signed Contract			Amount Paid	\$0.00
01/13/26	PO for Final Pay				
02/12/26	Final Payment			Balance Due	\$6,740.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025

Charter No. : **33492**
Phone: **510-293-2950**
Fax:
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

The attached Charter 33492 in the amount of \$6,740.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33491**

Phone: **510-293-2950**

Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**

Coaches: **3**

Group Leader:

Equipment: **56 passenger**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, December 12, 2025**

Return Date: **Friday, December 12, 2025**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Retn\Drop Time: **11:30 am**

Pickup Location: **Hayward High School**
1633 East Ave
Hayward, CA 94540

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,180.00
05/16/25	Signed Contract			Amount Paid	\$0.00
12/01/25	PO for Final Pay				
12/29/25	Final Payment			Balance Due	\$5,180.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025

Charter No. : **33491**
Phone: **510-293-2950**
Fax:
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

The attached Charter 33491 in the amount of \$5,180.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33490**

Phone: **510-293-2950**
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**
Group Leader:
Destination: **Hayward, CA**
Leave Date: **Tuesday, December 9, 2025**
Spot Time: **8:15 am**
Leave Time: **8:30 am**
Pickup Location: **Mt. Eden High School**
2300 Panama St
Hayward, CA 94545

Coaches: **5**
Equipment: **1/48 & 4/56 passenger**
Requested Driver:
Return Date: **Tuesday, December 9, 2025**
Retn\Drop Time: **11:30 am**
Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$8,025.00
05/16/25	Signed Contract			Amount Paid	\$0.00
11/25/25	PO for Final Pay				
12/24/25	Final Payment			Balance Due	\$8,025.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025

Charter No. : **33490**

Phone: **510-293-2950**

Fax:

Order Date **05/09/25**

SalesRep: **Chuck Cooper**

The attached Charter 33490 in the amount of \$8,025.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33486**

Phone: **510-293-2950**

Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**

Coaches: **3**

Group Leader:

Equipment: **56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Tuesday, October 28, 2025**

Return Date: **Tuesday, October 28, 2025**

Spot Time: **8:00 am**

Leave Time: **8:15 am**

Retn\Drop Time: **3:30 pm**

Pickup Location: **San Leandro High School**
2200 Bancroft Ave.
San Leandro, CA 94577

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$6,155.00
05/16/25	Signed Contract			Amount Paid	\$0.00
10/15/25	PO for Final Pay				
11/15/25	Final Payment			Balance Due	\$6,155.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025

Charter No. : **33486**
Phone: **510-293-2950**
Fax:
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

The attached Charter 33486 in the amount of \$6,155.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33487**

Phone: **510-293-2950**

Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**

Group Leader:

Destination: **Hayward, CA**

Leave Date: **Friday, November 7, 2025**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Pickup Location: **San Lorenzo High School**
50 East Lewelling Blvd.
San Lorenzo, CA

Coaches: **3**

Equipment: **56 passengers**

Requested Driver:

Return Date: **Friday, November 7, 2025**

Retn\Drop Time: **11:30 am**

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,180.00
05/16/25	Signed Contract			Amount Paid	\$0.00
10/15/25	PO for Final Pay				
11/22/25	Final Payment			Balance Due	\$5,180.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025
Charter No. : **33487**
Phone: **510-293-2950**
Fax:
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

The attached Charter 33487 in the amount of \$5,180.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

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

Confirmed: **05/09/25**
Charter No. : **33489**

Phone: **510-293-2950**

Order Date **05/09/25**
SalesRep: **Chuck Cooper**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Eden Area ROP**

Group Leader:

Destination: **Hayward, CA**

Leave Date: **Tuesday, November 18, 2025**

Spot Time: **8:15 am**

Leave Time: **8:30 am**

Pickup Location: **Tennyson High School**
27035 Whitman St.
Hayward, CA 94544

Coaches: **3**

Equipment: **56 passengers**

Requested Driver:

Return Date: **Tuesday, November 18, 2025**

Retn\Drop Time: **11:30 am**

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,180.00
05/16/25	Signed Contract			Amount Paid	\$0.00
11/04/25	PO for Final Pay				
12/03/25	Final Payment			Balance Due	\$5,180.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Chuck Cooper
Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
Phone: 925-687-7705
Fax: 925-685-5421
TCP 12504-B US DOT 253482
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

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

Friday, May 9, 2025

Charter No. : **33489**
Phone: **510-293-2950**
Fax:
Order Date **05/09/25**
SalesRep: **Chuck Cooper**

The attached Charter 33489 in the amount of \$5,180.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with the JPA Member Districts for a Career Technical Education Incentive Grant (CTEIG) Program Consortium for the 2024-2027 School Years

BACKGROUND

The California Department of Education has allocated \$150 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 Educational Coded requires a commitment to maintain current CTE funding levels at the 2018-2019 level for the next three years. Funds are to be used to maintain and improve CTE pathways.

CURRENT SITUATION

JPA ROPs are eligible to apply as the fiscal lead for the grant as long as there is an MOU in place among the participating districts and the ROP. The MOU for the CTEIG Consortium reinforces the Joint Powers Authority established by the Participating Members in assigning the role of the Eden Area ROP and sets forth the responsibilities of the parties and the terms and conditions of the agreement established.

Member districts have agreed to continue in the same manner as the original application and apply as a consortium with the Eden Area ROP as the lead.

This MOU serves as the agreement among the districts and the ROP that will enable us to move forward with CTEIG grant applications as a consortium. It has been updated to clarify district partners ability to opt out of the agreement by providing notice at the end of the school year.

CONSENT CALENDAR

Memorandum of Understanding: CTEIG Consortium

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

This Memorandum of Understanding: CTEIG Consortium (this "Agreement") is between the **Eden Area Regional Occupational Program** (the "District") and the following consortium participating members:

Castro Valley Unified School District (the "Participating Member")

Hayward Unified School District (the "Participating Member")

San Leandro Unified School District (the "Participating Member")

San Lorenzo Unified School District (the "Participating Member")

for a three-year period 2024-2027.

Purpose:

The Agreement establishes an agreement between the District and the Participating Members in which the District will serve as the lead LEA for Career Technical Education Incentive Grants (CTEIG) for the three-year period 2024-2027. This is for the purpose of the changes to the CTEIG Round 10 2024 2025 application process for returning applicants.

The agreement reinforces the Joint Powers Authority established by the Participating Members in assigning the role of the District and sets forth the responsibilities of the parties and the terms and conditions of the agreement established.

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:

Responsibilities of the District

1. Serve as the lead LEA for the purposes of our CTEIG Consortium Applications.
2. Submit the CTEIG Application on behalf of the consortium
3. Ensure fiscal reporting timelines are met.

Responsibilities of the Participating Members

1. Review the Grant Assurances and Conditions and keep them on file:
<https://www.cde.ca.gov/fg/fo/fm/generalassurances2024-25.asp>

2. Adhere to the requirements of the requirements and conditions of CTEIG funding.

Term of Agreement

1. The term of this Agreement will begin on July 1, 2024, and will remain in full force and effect until June 30, 2027, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Parvin Ahmadi, Supt. CVUSD

Date

Dr. Jason Reimann, Supt. HUSD

Date

Dr. Michael McLaughlin, Supt. SLUSD

Date

Dr. Daryl Camp, Supt. SLzUSD

Date

Blaine C. Torpey, Supt. EAROP

Date

INFORMATION ITEMS



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

Part of the role and responsibilities of the Governing Board is to annually evaluate the performance of the Superintendent.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only

EdenAreaROP Superintendent's Evaluation Action Timeline 2025-2026

Timeline	Action
March 2026	Reminder to the Governing Board of notification for extension of the Superintendent's contract by March 31, 2026.
April 15, 2026	<p>An Evaluation packet will be delivered to the Governing Board, which will include the Superintendent's job description and accomplishments towards the completion of goals.</p> <p>The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.</p>
May 2026	<p>The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.</p> <p>The Governing Board discusses the evaluation and prepares for presentation to the Superintendent.</p>
May 2026	The Superintendent will present draft of 2026-2027 goals to the Governing Board in closed session.
June 2026	If draft goals are completed in June, final goals will be presented for approval during open session.
June 2026	<p>Final Evaluation document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.</p> <p>Employment contract is finalized and approved.</p> <p>The Governing Board will give the Superintendent suggestions and input for goals for the coming year during closed session.</p>
August 2026	If needed, the Superintendent will present to the Governing Board finalized goals for the 2026-2027 school year.

DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Perkins Eastman Proposal for the Eden Area ROP Facilities Master Planning

BACKGROUND

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

As an ROP, there is not the ability to utilize any unilateral bond mechanisms. The Eden Area ROP has worked to identify historical facilities spending, participate in a facilities assessment, secure more funding for our Facilities Reserves, and work to be prepared for a potential state school facilities bond.

With the passage of Proposition 2 in November 2024, funding will become available for Regional Occupational Programs to address facilities issues. The most recent Eden Area ROP site evaluation and assessment noted at least \$10 million in facilities needs for the aging facility.

Eden Area ROP is making every effort to be prepared for the release of funding, through the Career Technical Education Facilities Program (CTEFP). This is an existing program that was used to disburse Proposition 51 facilities bond funding.

As a best practice and a requirement for facilities funding, Eden Area ROP will prepare a Five Facilities Master Plan.

CURRENT SITUATION

To address the Eden Area ROPs efforts to ensure that the facilities remain up-to-date, meet the needs of students and staff, and fulfill a requirement for CTEFP funding, Eden Area ROP has engaged with Perkins Eastman. Perkins Eastman is an architecture, interior design and planning firm that has provided planning and design for primary and secondary schools for over 40 years. They have worked on projects locally, statewide and across the nation.

Perkins Eastman will be guiding the development of the Eden Area ROP Five Year Master Plan. This will support the Eden Area ROP's effort to access CTEFP Prop 2 Funding and contribute to the development of a long-range strategic plan. The total cost is \$57,000 and will be paid for through Eden Area ROP Facilities Fund 40.

RECOMMENDATION

Information only



PROPOSAL FOR FACILITIES MASTER PLANNING

UPDATED: APRIL 9, 2025



**PERKINS —
EASTMAN**
Human by Design
175



**PERKINS —
EASTMAN**

Patrick Davis

Principal

1212 Broadway
Suite 1000
Oakland, CA, 94612
94612
+1 443 797 9499

p.davis@perkinseastman.com



PROPOSAL FOR FACILITIES MASTER PLANNING

UPDATED: APRIL 9, 2025



TABLE OF CONTENTS

01

1.0 | FIRM OVERVIEW

05

2.0 | PROJECT UNDERSTANDING

11

3.0 | RELEVANT EXPERIENCE

19

4.0 | PROJECT TEAM

27

5.0 | FEE





1.0

FIRM OVERVIEW



Perkins Eastman

Perkins Eastman is an architecture, interior design, and planning firm with over 1,000 employees and 24 offices around the world. The firm was founded in 1981 and is now one of the largest and most respected design organizations in the world.

For over 40 years we have excelled at creating educational spaces. Since its founding, a major focus of Perkins Eastman's practice has been planning and design for primary and secondary education. We can draw on the resources of our local and global practice.

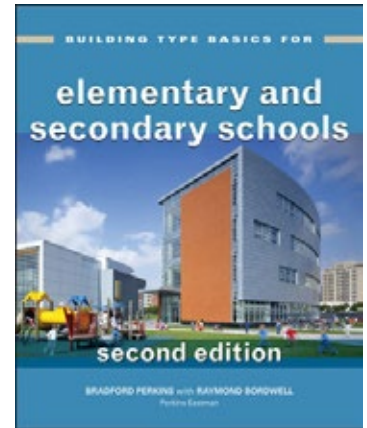
Our education group is led by facility specialists who possess the knowledge and experience necessary to design a variety of school types. Prioritizing the needs of students, teachers, and administrators is central to our approach. Our K-12 team strives to incorporate the unique core goals and mission of our client's school, organization, or district by collaborating to ensure curriculum, pedagogy, and program drive efficient and functional spaces.

Perkins Eastman is committed to designing sustainable, high performance schools that conserve resources, enhance education and inspire the next generation of environmental stewards. As one testament to our success, the US Green Building Council recently called our Dunbar High School, a "masterpiece of a green learning environment." Currently the highest scoring LEED for Schools building in the world, Dunbar and another of our projects, the Martin Luther King Jr. and Putnam Avenue Schools campus in

Cambridge, MA, have been recognized as the first and second highest scoring LEED for Schools projects in the world. We were also honored when Stoddert Elementary School and Community Center became one of the first Green Ribbon Schools in the United States.

The team has been recognized for their leadership in sustainable, high performance school design and will bring their passion for excellence to your project. Our staff has provided a wide range of services to numerous schools, municipalities, and federal agencies. Through this experience we have proven our ability to manage and deliver high quality for any scope, budget, or schedule. We have structured our team to be able to address varied scopes of work and have the depth to execute several projects concurrently.

We have used our experience in working with over 160 schools around the world to author the profession's major textbook on Elementary and Secondary School Design and numerous articles. Tapping this experience and understanding, we have presented on innovative ideas in school design at conferences, and other gatherings of educators throughout the world.



Perkins Eastman has authored a major textbook and numerous white papers on best practices in school design.



The image is a high-angle, wide shot of a large industrial workshop or manufacturing facility. The space is filled with wooden framing for a building under construction, with various pipes and structural elements visible. Several people are working in the space, some using tools like tripods and cameras. The floor is polished concrete, and there are several workbenches with chairs. The lighting is bright, and the overall atmosphere is one of active construction and design.

2.0

PROJECT UNDERSTANDING



Approach

We are excited to collaborate with the Eden Regional Occupational Program (ROP) to develop a comprehensive long-range facilities master plan.

This initiative is designed to help Eden ROP gain a deeper understanding of its current conditions, anticipate future needs, and establish a strategic methodology for prioritizing investment. The goal is to ensure that all facility improvements have a direct and meaningful impact on students and staff. By aligning our work with the educational vision of Eden ROP, we aim to create a master plan that not only supports existing programs but also anticipates future growth and evolving industry demands.

DEVELOPING AN UNDERSTANDING THROUGH ENGAGEMENT

As a starting point to building the plan, we will engage closely with Eden ROP leadership to gain insights into the current structure and trajectory of the program. Understanding the strategic direction of Eden ROP is critical in ensuring that facilities align with both immediate and long-term goals. This engagement will involve in-depth discussions about how existing programs are functioning, where there are gaps, and what opportunities exist to enhance student learning and workforce preparation. By collaborating with leadership, we can develop a facilities master plan that is not only responsive to current needs but also adaptable to future changes in career and technical education (CTE) offerings.

A key component of our process will be working with the Board to ensure representation for the four member districts. Eden ROP operates within a broader educational ecosystem, and it is essential that all member districts have a

voice in shaping the future of its facilities. By fostering meaningful engagement with district representatives, we will ensure that the facilities master plan reflects the diverse needs and priorities of each district. This collaborative approach will help build consensus around key investment priorities and create a shared vision for the future of Eden ROP.

Student engagement will also be a fundamental part of our approach. Students are the primary beneficiaries of the facilities master plan, and their perspectives are invaluable in shaping a learning environment that fosters success. Through surveys and in-person opportunities, we will create opportunities for students to share their experiences, aspirations, and needs regarding their educational spaces. By incorporating student input, we can better understand how facilities impact learning outcomes and ensure that the final plan includes spaces that are both functional and inspiring. This engagement will help us identify which programmatic and spatial improvements will have the greatest impact on student success.

External Engagement (Optional Task)

To support our collective understanding of the needs, we can engage stakeholders from the member school districts to make sure their voice is represented in the program development and facility improvement identification. Our base scope assumes we will use the Board members to represent the member districts.



ASSESSMENTS

In parallel with stakeholder engagement, we will conduct a thorough assessment of the Eden ROP campus to determine the educational adequacy of its facilities. This assessment will evaluate how well the existing buildings support the instructional needs of students and educators. It will include an analysis of classroom layouts, specialized CTE spaces, technology integration, and overall usability. Our goal is to identify any deficiencies that may hinder the effectiveness of instruction and propose strategic enhancements that will better align facilities with educational best practices.

Additionally, we will perform facility condition assessments as needed to gain a comprehensive understanding of the physical state of the buildings, systems, and assets. While we will leverage recent assessment work as a starting point, we will also identify and address any gaps in the existing data. This evaluation will encompass structural integrity, mechanical and electrical systems, plumbing, accessibility, safety considerations, and sustainability. Understanding the current state of the facilities will allow us to develop a clear plan for maintenance, modernization, and strategic investment.

DEVELOPING PROGRAM STANDARDS

Another crucial element of our work will be the development of space summaries to determine the optimal facility configurations required to support career and technical education programs. Each CTE program has specific spatial requirements to accommodate specialized equipment, hands-on learning activities, and industry-standard training environments.

By analyzing current and projected program needs, we will create space summaries that define the ideal allocations for instructional areas, labs, workshops, and collaborative spaces. We will describe and visualize the space requirements, adjacencies and describe the furniture, fixtures, equipment, and technology needs. This process will ensure that future investments are strategically aligned with programmatic goals and workforce demands.

To support the program development, we will evaluate enrollment and attendance data to better understand how many students are enrolled in the program and the demand for each of the pathways. Understanding the enrollment, attendance, and demand will help inform the space programming to ensure that there is adequate space for each of the pathways and at the campus.

We also want to acknowledge that the needs of students often extend beyond instructional space. We will work with the Eden ROP leadership to better understand the programs and spaces needed to support the whole-student. This may include wraparound support spaces, exercise areas, dining areas, counselor suites, community partnerships, and other areas needed to support the students and staff.

Through space programming work we will clearly describe and visualize the spaces needed to support the students, staff, community, and programs.





ALIGNING TO STATE REQUIREMENTS

Our planning process will also be informed by the State of California's master plan requirements for state bond funding. Understanding and aligning with state guidelines will help maximize opportunities for external funding, making facility improvements more financially feasible. The Prop 2 eligibility requirements are currently being outlined. This deliverable will include:

- Developing a detailed inventory of existing facilities, examining current facility utilization rates, and analyzing enrollment patterns and demographics. We will incorporate enrollment projections from the ROP to ensure forward-looking planning.
- Our documentation will demonstrate engagement with stakeholders and conformance with all required accountability plans. Based on this analysis, we will create an implementation plan with appropriate ROM cost estimates.
- We will ensure that all proposed investments meet eligibility criteria for potential funding sources, thereby enhancing the district's ability to secure resources for future projects.
- Finally, we will develop a robust framework for prioritizing investment to ensure that the master plan remains actionable, regardless of funding availability.

Given the reality of budget constraints, it is essential to create a strategic approach that allows the district to implement improvements in phases. Our framework will provide clear prioritization criteria based on factors such as educational impact, facility condition, enrollment trends, and equity considerations. By establishing a structured approach to investment, the district will be equipped with a flexible, data-driven plan that can be implemented as funding becomes available.

Additional conformance requirements for Prop 2 will be addressed as they are on an as needed basis.

At the conclusion of this process, we will deliver comprehensive facilities master plan that clearly articulates where the district is today, where it aspires to be in the future, and how its facilities can support that vision. This plan will serve as a roadmap for investment, ensuring that Eden ROP's physical infrastructure aligns with its mission to provide high-quality career and technical education. By creating a well-researched, forward-thinking, and adaptable plan, we will help Eden ROP enhance its facilities in a way that directly benefits students, staff, and the broader community.





3.0

RELEVANT
EXPERIENCE

Stockton Unified School District Master Plan

STOCKTON UNIFIED SCHOOL DISTRICT | STOCKTON, CALIFORNIA

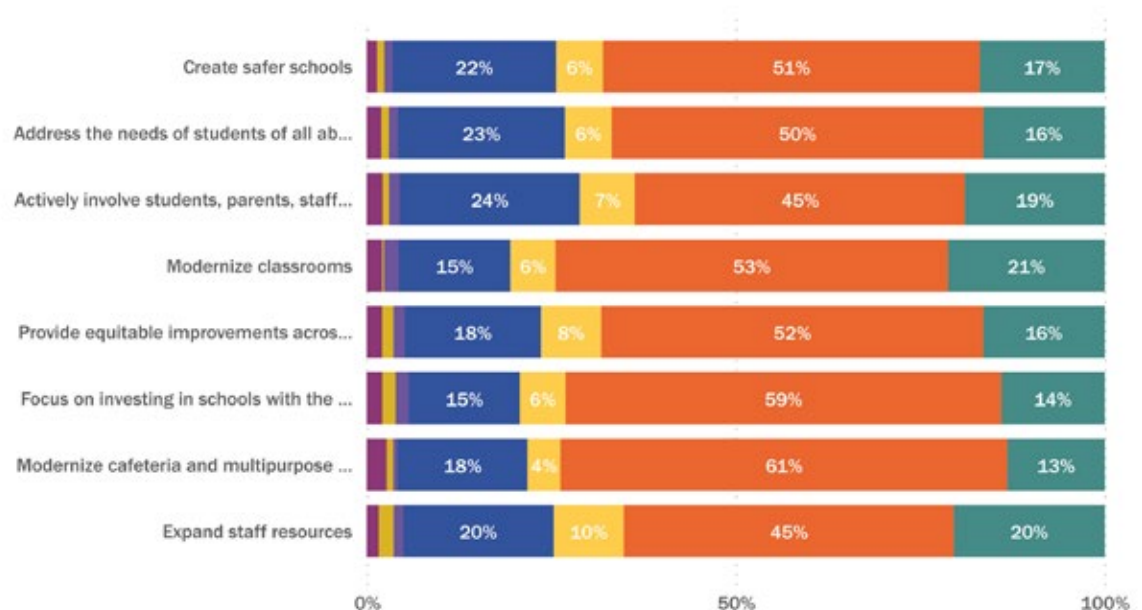
SIZE
54 schools
11 non-school sites

SERVICES
Facility Conditions Assessments, Capacity and Utilization Analysis, Educational Adequacy Assessments, Demographic Planning, Community Engagement, Master Planning

Perkins Eastman worked with SUSD to understand conditions and prioritize how to equitably spend bond funding.

The plan will serve as a compass guiding future capital programs, strategically prioritizing initiatives while identifying additional funding sources to bolster investment in the facilities. Perkins Eastman developed a comprehensive Facilities Master Plan for Stockton Unified School District, designed to guide facilities planning and district-wide improvements over the next decade. This visionary plan is grounded in a multi-faceted approach, incorporating thorough assessments of existing facilities and systems, detailed occupant comfort studies, and extensive analyses of facility utilization. Our mission is to create a strategic roadmap that goes beyond envisioning improvements to actively ensuring equitable access to high-quality programming and state-of-the-art school facilities for all communities within the district. By addressing current needs and anticipating future challenges, this plan aims to foster an educational environment that supports excellence, equity, and sustainability for generations to come.

District Priorities



Boston Public Schools Long-Term Facility Planning

BOSTON PUBLIC SCHOOLS | BOSTON, MA

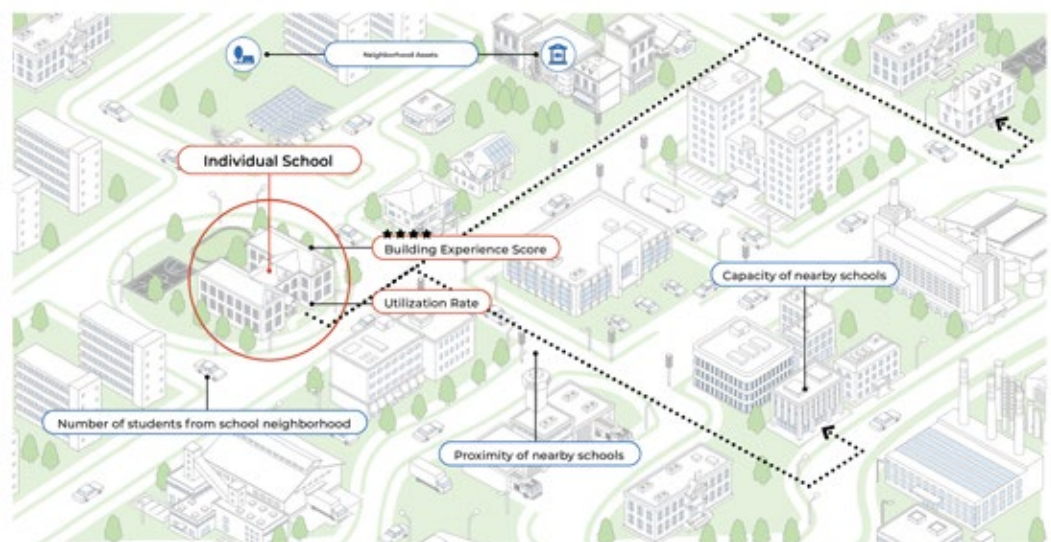
SIZE
126 schools

SERVICES
Communications,
Capital Planning,
Master Planning,
Data Analysis and
Visualization

Perkins Eastman supported BPS by developing frameworks for long-term facility decision-making, integrating data analysis and stakeholder input to enhance educational environments and align investments with the district's vision for student success.

The Green New Deal for BPS represents Boston's commitment to expanding access to safe, healthy, and resilient learning spaces. Perkins Eastman is supporting Boston Public Schools (BPS) with the development of their long-range facilities plan, The Green New Deal for BPS. The plan will be a multi-billion-dollar capital investment into Boston Public Schools.

The plan will not only allocate funding to renovate and modernize the BPS portfolio, it will identify portfolio optimization strategies to align with their building portfolio with their programmatic and demographic needs. To meet the model program enrollment targets, BPS will need to ensure efficient use of their portfolio while enhancing the educational experience of the students. Perkins Eastman supported with extensive data analysis, plan analysis, developed decision-making frameworks and interactive model tools to support with scenario building, and developing the engagement tools to get community buy-in. Perkins Eastman also developed a family friendly version of the plan to improve public awareness of the planning process.



SJE CCD: Evergreen Valley College: General Education & Engineering Building

SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT | SAN JOSE, CALIFORNIA

SIZE
41,000 sf

DESIGN SERVICES
Architecture
Ecological Design
New Construction
Planning
Programming
Sustainable Design
Wayfinding

This project marks the beginning of an amazing transformative period for Evergreen Valley College.

This design-build project, delivered in partnership with Bernards, marks a transformative period for Evergreen Valley College. Cantilevered over the edge of a lake, the three-story classroom and office building seamlessly integrates with the campus, celebrating its context while respecting existing geometries. The building features 14 classrooms, six lecture classrooms, and two instructional labs. A newly designed promenade creates a clear separation between pedestrian and vehicular traffic, providing space for informal outdoor gatherings. Additionally, new landscape and hardscape areas enhance the connection between the General Education Building and the existing Physical Education Building. The new General Education Building is expected to achieve LEED Platinum certification.



Oakland Unified School District Facilities Master Plan

OAKLAND UNIFIED SCHOOL DISTRICT | OAKLAND, CA

SIZE
108 campuses/
facilities

SERVICES PROVIDED
Planning,
Educational
Adequacy,
Facility Condition
Assessments,
Community
Engagement,
Demographic
Planning

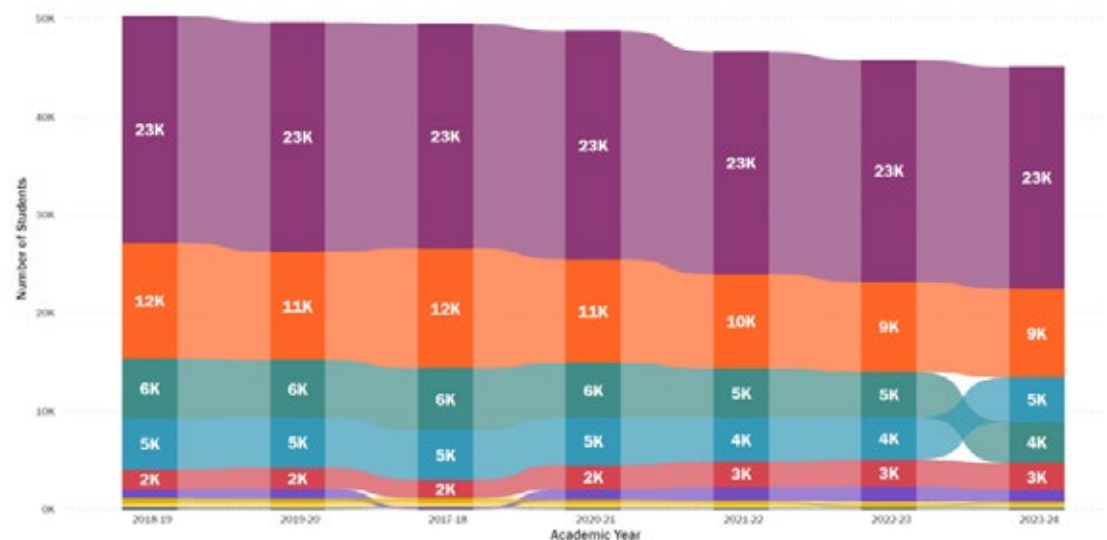
Oakland USD required a comprehensive master plan that factors in facility condition assessments, educational adequacy, demographic planning, and engagement.

Oakland Unified School District (OUSD) has launched a comprehensive transformation strategy known as the “3Rs Initiative” - Re-envision, Redesign, and Restructure - to ensure long-term fiscal sustainability and address declining enrollment challenges.

To support this initiative, Perkins Eastman is developing comprehensive facilities master plan that includes, detailed facility condition assessments, educational adequacy evaluations, program gap analysis and extensive community engagement. This will inform OUSD’s 10-year capital investment strategy, ensuring that facilities align with the district’s educational goals and community needs.

Number of Students by Academic Year and Ethnicity

Ethnicity African American American Indian or Alaska Native Asian Filipino Hispanic or Latino Not Reported Pacific Islander Two or More Races White



District of Columbia Master Facilities Plan

DC OFFICE OF THE DEPUTY MAYOR | WASHINGTON, DC

SIZE
185 schools

SERVICES
Educational
Adequacy,
Demographic
Analysis, Capital
Planning, Facility
Master Planning,
Community
Engagement

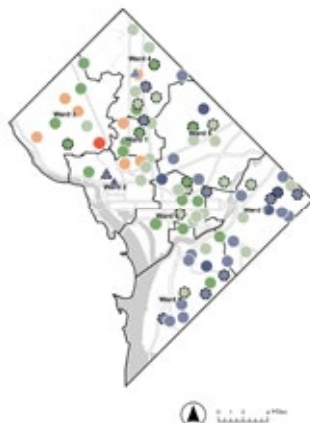
Perkins Eastman helped the District of Columbia efficiently process extensive data, using advanced analysis and stakeholder engagement to strategically prioritize investments, ensuring resources aligned with long-term goals and community needs.

Perkins Eastman was selected to develop the Master Facilities Plan 2023 for the District of Columbia Deputy Mayor for Education (DME). The plan describes the current landscape of Washington, DC's public schools (DCPS and public charter schools) serving grades pre-K through adult education. The MFP provided recommendations to address the following three goals, while affirmatively advancing equity and excellence in public schools in Washington, DC.

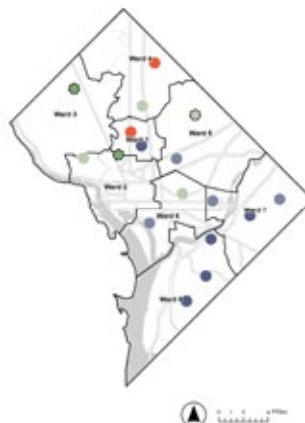
- Ensure school facilities are efficiently utilized
- Ensure every student is enrolled in a modern state of the art facility
- Ensure every student's daily experience is in a well-maintained facility

Perkins Eastman conducted a demographic analysis and enrollment projections, supporting with the development of the Capital Improvement Plan (CIP), assessing the educational adequacy of each school facility, determining building capacities, and making strategic recommendations to meet the goals of the project.

School Utilization



Elementary School



Middle School



High School







4.0

PROJECT TEAM



Patrick Davis

PRINCIPAL-IN-CHARGE



PERKINS — EASTMAN

EDUCATION

Bachelor of Science, Geography,
Kent State University

ASSOCIATIONS

American Planning Association (APA)
Association for Learning Environments
(A4LE)

The Collaborative for High Performance
Schools, Board Member

PUBLICATIONS

“Transforming Historic Buildings to
Inspire 21st Century Learners”, School
Construction News, November/December
2018, Davis & Pearlstein.

“Modern Schools for a Modern World”,
The Podcast @ DC, 2019

Patrick is a Principal and the K-12 leader for PE Strategies, the strategic planning and advisory services arm of Perkins Eastman. Through his extensive experience at two large urban school districts, Patrick has demonstrated that successful learning environments are imagined well before a design even starts and that great buildings begin with thoughtful visioning and data-informed programming. Patrick has been able to not only develop and lead portfolio planning efforts, but he has also overseen the implementation of those plans, most recently as the Chief Operating Officer at the District of Columbia Public Schools. Patrick oversaw the implementation of the \$4 billion school modernization program for the District of Columbia Public Schools and before that, helped get the current multi-billion dollar Baltimore City Schools school construction program off the ground.

Relevant Experience

Stockton USD: Facilities Master Plan *Stockton, California*

The SUSD FMP provided foundational information for SUSD to make substantial and equitable improvements to the SUSD schools while improving safety and security, and ensuring that core building systems are addressed.

Burbank Unified School District Facilities Master Plan *Burbank, California*

Perkins Eastman developed a long-range vision and plan for BUSD to help them understand their short-, medium-, and long-term facility needs to meet their programmatic objectives.

Oakland Unified School District *Oakland, California*

Perkins Eastman was selected to help develop a long-range plan for Oakland Unified School District.

Boston Public Schools Capital Advisory Services

Boston, Massachusetts

Perkins Eastman supported BPS with the development of the Long-Term Facilities Master Plan and developed a family friendly version of the plan.

District of Columbia Master Facilities Plan

Washington, DC

Perkins Eastman developed a comprehensive plan to help the district better understand how the built environment can support the needs of the schools and school communities.

Sonoma Valley Unified School District: Facilities Master Plan *Sonoma, California*

Perkins Eastman helped SVUSD create a framework for equity based decision making that puts students first.

**El Monte City School District:
Facilities Master Plan**

El Monte, California

A long-range facilities master plan that includes an assessment of their buildings, grounds, educational programs, educational adequacy, and demographics in order to align their building portfolio with their programs and students. The plan will also identified what facility improvements are necessary to meet the operational and educational needs of the District.

Milwaukee Public Schools (MPS) Long-Range Master Plan

Milwaukee, Wisconsin

Perkins Eastman is crafting a 10-year Facilities Master Plan for Milwaukee Public Schools to optimize facility use and align with educational goals, involving thorough reviews, stakeholder engagement, and transparent recommendations to meet evolving needs over the next decade.

Colorado Springs D11 Schools Academic Support Plan

Colorado Springs, Colorado

Perkins Eastman developed a plan and funding scenarios to align their school facilities with the academic needs and vision of the district.

**District of Columbia Student Assignment
& Boundary Study**

Washington, DC

Perkins Eastman developed the 2023 Boundary and Student Assignment Study to address clear school assignments, facility capacity, and equitable access to high-quality schools.

Anne Arundel County Public School Facilities Master Plan

Annapolis, Maryland

Perkins Eastman is creating a long-range facility master plan for AACPS, prioritizing investment based on assessments, data, and the county's 2040 plan.

Pomona Unified School District: Facilities Master Plan

Pomona, California

The PUSD FMP identified strategies to improve the learning environments and campuses to better align with the District's vision. As part of the plan, PE conducted conditions assessments, educational adequacy assessments, leading engagement, developed a net zero energy plan, and evaluating portfolio optimization strategies.

**District of Columbia International School: Space
Utilization Analysis**

Washington, District of Columbia

Perkins Eastman tackled capacity challenges at the District of Columbia International School (DCI), a growing Public Charter School. With enrollment projected to hit 1,657 by 2024-25, near the building's limit, a strategic approach resulted in three new staff workrooms, improved resource distribution, two extra science rooms, and eight classrooms. These adjustments accommodated 144 more students without compromising the school's original design goals.

**East Baton Rouge Parish:
Facilities Master Plan**

Baton Rouge, Louisiana

Perkins Eastman developed a long-range master plan to help EBRPSS align their building portfolio with their demographic needs and programmatic vision.

Abie Khatchadourian

AIA, NCARB, LEED AP, BD+C | PROJECT MANAGER



EDUCATION

Master of Architecture
University of Wisconsin-Milwaukee

Bachelor of Science, Architectural Studies
University of Wisconsin-Milwaukee

REGISTRATION

Registered architect in Wisconsin

CERTIFICATIONS

LEED AP BD+C
Construction Document Technologist

ASSOCIATIONS

American Institute of Architects (AIA)

United States Green Building Council
(USGBC)

National Council of Architectural
Registration Boards (NCARB)

Abie is a Principal and Sr. Project Manager in the Boston Studio of PE. Abie has 47 years of professional experience in all phases of planning and design, with experience in renovation/addition and new building projects. After a 20-year focus on corporate and financial facility design, Abie has spent the past 27 years in K12, Technical College and Higher Education studies and projects. Notable projects include a 600,000 square foot new high school for Verona Area School District which Abie developed in a study effort and then through design and construction. Abie has 12 years of technical college study and project experience including projects in Science Classroom/Labs, Culinary, Nursing, General Education spaces, Welding, Construction and Automotive projects. Abie led a study and project for a new campus for Fox Valley Technical College Public Safety Training Center in Appleton, WI., which included Police, Firefighter and EMT training accommodations. Abie's work has spanned both small and large school districts, including Madison Metropolitan School District, with leadership of their \$310M bond referendum 5 high school addition/renovation projects, and work with Milwaukee Public Schools and most recently with Boston Public Schools focused on the study of their alternative education program. Over the past four plus decades, Abie has been a corporate Vice President, a Partner and Principal in his various firms, and his work spans over ten states. Abie is passionate about his work in education projects having come from a family of educators.

Relevant Experience

Milwaukee Public Schools (MPS)

Long-Range Master Plan

Milwaukee, Wisconsin

Perkins Eastman is crafting a 10-year Facilities Master Plan for Milwaukee Public Schools to optimize facility use and align with educational goals, involving thorough reviews, stakeholder engagement, and transparent recommendations to meet evolving needs over the next decade.

Boston Public Schools Capital Advisory Services

Boston, Massachusetts

Perkins Eastman supported BPS with the development of the Long-Term Facilities Master Plan and developed a family friendly version of the plan.

Verona Area School District*

Verona, Wisconsin

2022 Study. Calculate socially distanced capacity for Verona Area School District due to the COVID Pandemic post pandemic return to in person instruction.

School District of Jefferson**Jefferson, Wisconsin*

Renovation of three elementary schools (East, West and Sullivan) and STEM addition/renovation at high school. Historic building considerations at East Elementary School.

Verona Area School District: Distanced Capacity Study**Verona, Wisconsin*

Calculate socially distanced capacity due to the COVID Pandemic post pandemic return to in person instruction.

Madison Metropolitan School District**Madison, Wisconsin*

Four Madison high schools received renovations to admin areas, science facilities, classrooms, libraries, athletic spaces and sites. South Side Elementary's new three-story building features natural lighting, a café with clerestory windows, and a secure rooftop classroom space.

New Intermediate School**Deforest, Wisconsin*

The project encompasses a 200,000 sf two-story building with ground source geothermal, rooftop solar, and an educational geothermal display room featuring color-coded plumbing. The design centers around a two-story atrium café commons with adjacent library and maker space, while site planning includes an expanded stormwater detention area shared with the neighboring elementary school and native plantings for outdoor learning.

New High School**Verona, Wisconsin*

A new 590,000 SF high school on a 150-acre site features a performing arts center, pools, science/STEM labs, 3-story atrium with smoke control, athletic facilities, and geothermal systems covering 60% of the Type 1B post-tensioned concrete building. The project also includes converting the existing 375,000 SF high school into a middle school and repurposing the current middle school for elementary use.

Meadow View Elementary School**Oconomowoc, Wisconsin*

112,000 sf elementary school features two story cafeteria/commons space and natural daylight in 90% or more of the instructional spaces. Steel construction with brick and glass exterior.

Ixonia Elementary School**Oconomowoc, Wisconsin*

Renovation including a high bay cafeteria commons space, adding clerestory light, improving interior space plan and flow, and exterior site improvements to support curriculum. The project also features an outdoor ADA ramp circumnavigating an outdoor learning classroom to make all welcome and included.

Waunakee Community School: District Innovation Center**Waunakee, Wisconsin*

Renovation and Interior improvements to Innovation Center.

School District of Menomonee Falls**Menomonee Falls, Wisconsin*

Stadium concessions/accessibility study

Menasha High School: Stadium Study**Menasha, Wisconsin*

Enhance and update athlete/patron support with locker and concessions and provide accessibility.

Intermediate School**Waunakee, Wisconsin*

156,000 sf school for grades 5 and 6 with geothermal systems.

*Designates work completed prior to joining Perkins Eastman.

Kathryn Wagner

AIA, LEED AP BD+C, NCARB | PROJECT ARCHITECT



EDUCATION

Bachelor of Architecture
Mississippi State University
Starkville, Mississippi

REGISTRATION

Licensed Architect
California (C36167)

ASSOCIATIONS

Member of American Institute of
Architects (AIA)

LEED AP, BD+C, US Green Building
Council (USGBC)

SAP Certified by CalOES

Kathryn leverages her 18 years of architectural expertise to guide projects from inception to completion, ensuring efficient design, timely approvals, and adherence to budget. Utilizing her proficiency in Revit BIM technology, she leads tasks like code analysis, construction documentation, consultant coordination, and construction administration. Adept at both new construction and renovations, her focus is on achieving AHJ approvals while maintaining project timelines and budgets. Kathryn believes that a successful design is one that not only offers a positive experience for those who will inhabit the space, but also offers the entire design team opportunities to learn, grow, and carry meaningful lessons forward.

Oakland Unified School District: McClymonds High School Modernization

Oakland, California

Bridging documents for a design-build modernization to right-size the campus to improve functional spaces to properly accommodate an increased student population.

Eastside Union High School District: Piedmont Hills High School Performing Arts Classroom

San Jose, California

New performing arts classroom building that will reimagine the concept of a performing arts classroom and will encourage creativity by building a space where learning and interaction occur simultaneously. The space will fulfill several campus goals, such as providing an environment where events can take place and where students can gather informally outside the classroom. Design-Build project with Gilbane builders.

San Jose Evergreen CCD: Evergreen Valley College - Various Projects

San Jose, California

- 2016: Perkins Eastman provided ADA barrier removal throughout the college campus, and relocated the campus-wide security main MDF to a central location, replacing an unused television studio.
- 2017: The Gullo Student Space Re-purpose and Renovation project includes repairs and renovations to the cafeteria and study spaces to improve student service functions.
- 2019: The Cedro Hall classroom modernization will provide flexible 21st Century learning environments for general use by various programs on campus.

Gavin D'souza

LEED GA | STRATEGIST/PROGRAM MANAGER



EDUCATION

Master of Urban Design
Carnegie Mellon University

Bachelor of Architecture
M.S Ramaiah Institute of Technology
Bengaluru, India

REGISTRATION

Registered Architect,
Council of Architecture India
CA/2019/110384

ASSOCIATIONS

LEED Green Associate
US Green Building Council (USGBC)

Gavin has eight years of experience as an architectural designer and strategist. Leveraging his knowledge defining and delivering architectural projects and strategic planning, Gavin helps public and private institutions across the country develop long-range plans. With his unique ability to interpret, analyze and visualize data, Gavin is a leader in making data-informed educational facility recommendations.

Relevant Experience

Stockton USD: Facilities Master Plan

Stockton, California

The SUSD FMP provided foundational information for SUSD to make substantial and equitable improvements to the SUSD schools while improving safety and security, and ensuring that core building systems are addressed.

Burbank Unified School District Facilities Master Plan

Burbank, California

Perkins Eastman developed a long-range vision and plan for BUSD to help them understand their short-, medium-, and long-term facility needs to meet their programmatic objectives.

District of Columbia Master Facilities Plan

Washington, DC

Perkins Eastman developed a comprehensive plan to help the district better understand how the built environment can support the needs of the schools and school communities.

Milwaukee Public Schools Long-range Master Plan

Milwaukee, Wisconsin

Perkins Eastman is crafting a 10-year Facilities Master Plan for Milwaukee Public Schools to optimize facility use and align with educational goals, involving thorough reviews, stakeholder engagement, and transparent recommendations to meet evolving needs over the next decade.

Colorado Springs D11 Schools Academic Support Plan

Colorado Springs, Colorado

Perkins Eastman developed a plan and funding scenarios to align their school facilities with the academic needs and vision of the district.

Anne Arundel County Public School Facilities Master Plan

Annapolis, Maryland

Perkins Eastman is creating a long-range facility master plan for AACPS, prioritizing investment based on assessments, data, and the county's 2040 plan.





5.0

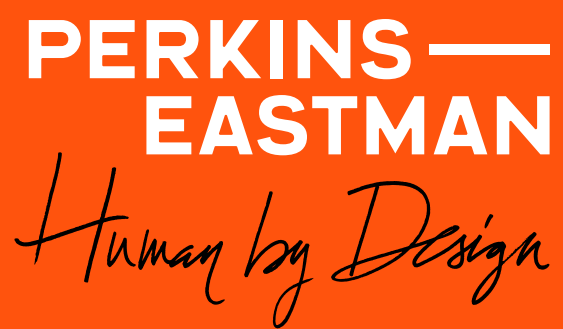
FEE



Fee

Below is a Not to Exceed fee for the scope outlined in this proposal. We propose to carry an allowance for additional site assessments with engineering partners if it is determined that the existing conditions assessments are not suitable. Additionally, we are carrying an optional cost for expanded external engagement with stakeholders in the member districts, which would go beyond engaging with the board members.

Task	Fee
Visioning and Program Standards Development	\$10,000
Adequacy Assessments	\$10,000
Project Prioritization	\$13,000
Plan Development & Alignment with State Requirements	\$11,500
Supplemental Conditions Assessment (Allowance)	\$12,500
Total NTE	\$57,000



www.perkinseastman.com

ACTION ITEMS



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

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. Additionally, the District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for Fiscal Year (FY) 2025-2026 and, based on current forecasts, for two subsequent fiscal years. Such certification is classified as positive, qualified or negative, pursuant to standards and criteria adopted by the State Board of Education.

CURRENT SITUATION

The proposed FY 2025-2026 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Governing Board. Additionally, copies are available to the public, upon request.

The FY 2025-2026 Adopted Budget was prepared and reviewed in accordance with all state and adopted criteria and standards in line with the Governor's new budget Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibilities to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the FY 2025-2026 Adopted Budget as positive. The FY 2025-2026 Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current FY and two subsequent FYs. Lastly, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2025-2026 fiscal year.



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2025-2026 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meetings are held.

CURRENT INFORMATION

The Superintendent requests that the Governing Board review the meeting dates through June 2026 and make any necessary adjustments to align with the annual schedule.

For the 2025–2026 school year, staff have identified a few potential scheduling conflicts and provided options to address them. Staff have also confirmed that the proposed dates do not conflict with the board meeting schedules of partner districts.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2025-2026 school year.

MEMO

Date: June 6, 2025
To: Eden Area ROP Governing Board Members
From: Blaine Torpey, Superintendent
Re: 2025-2026 Governing Board Meeting Dates

There are several potential conflicts with the 2025-2026 Governing Board meeting schedule. Below are options to resolve these conflicts. Staff has confirmed the proposed dates do not overlap with scheduled partner districts' Board meetings.

DECEMBER MEETING:

CSBA's Annual Education Conference (AEC) is scheduled for Thursday, December 3, 2025 through Friday, December 5, 2025 in Sacramento. This will conflict with the Eden Area ROP December meeting if Governing Board members are planning to attend the conference. The Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time on December 4, 2025 at 5:45 pm
2. Change the date to Monday, December 8, 2025 at 5:45 pm
3. Change the date to Thursday, December 11, 2025 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	December 9
San Lorenzo	Tuesdays	December 9 and 16
Hayward	Wednesdays	December 10
Castro Valley	Wednesdays	December 10

APRIL MEETING:

The Eden Area ROP, along with two of the four school districts will be on Spring Break March 30, 2026 through April 3, 2026. The first Thursday of the month will be April 2, 2026. The Eden Area ROP is requesting that the April Governing Board meeting be held the second week of April on Thursday, April 9, 2026. The Eden Area ROP staff is suggesting the following option:

1. Thursday, April 9, 2026 at 5:45 pm

District Meetings in April:

San Leandro	Tuesdays	April 14 and 28
San Lorenzo	Tuesdays	April 21
Hayward	Wednesdays	April 15
Castro Valley	Wednesdays	April 8 and 22

District Spring Break:

San Leandro	Monday-Friday	4/6-4/10
San Lorenzo	Monday-Friday	4/6-4/10
Hayward	Friday-Friday	3/27-4/3
Castro Valley	Monday-Friday	3/30-4/3
Eden Area ROP	Monday-Friday	3/30-4/3

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. In 2026, the last day for San Leandro High School is Thursday, June 4, 2026 and will conflict with our June Board meeting. The Eden Area ROP is requesting that the June Board meeting be held the next day on Friday, June 5, 2026. This date would be in alignment with what we have done in previous years. The Eden Area ROP staff is suggesting the following options:

1. Friday, June 5, 2026 at 5:00 pm
2. Friday, June 5, 2026 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	5/29
San Lorenzo	Wednesday	6/3
San Leandro	Thursday	6/4
Hayward	Friday	6/5

District Meetings in June:

San Leandro	Tuesdays	June 9 and 16
San Lorenzo	Tuesdays	June 2 and 16
Hayward	Wednesdays	June 10 and 24
Castro Valley	Wednesdays	June 10 and 24

JUNE SPECIAL BOARD MEETING:

To support the timely adoption of the 2025–2026 budget in alignment with state requirements, The Eden Area ROP is requesting that the Board consider approving a special Board meeting date during the second week of June, to be held only if necessary.

The Adopted Budget must be approved by June 30. Although a regular Board meeting is scheduled for the first week of June, identifying a potential backup date provides important flexibility should additional time be needed to finalize the budget.

Taking this proactive step will help ensure that the Eden Area ROP remains in full compliance with fiscal deadlines while upholding transparency and accountability in the budget approval process.

1. Monday, June 8, 2026 at 5:45 pm
2. Thursday, June 11, 2026 at 5:45 pm

District Meetings in June:

San Leandro	Tuesdays	June 9 and 16
San Lorenzo	Tuesdays	June 2 and 16
Hayward	Wednesdays	June 10 and 24
Castro Valley	Wednesdays	June 10 and 24

EdenAreaROP

GOVERNING BOARD MEETING DATES 2025-2026

Regular Board Meetings:

The Eden Area ROP Governing Board meets the first Thursday of every month (with the exception of January and July) and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A or virtually via Zoom, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd, Hayward, CA 94545. The following dates have been scheduled for 2025-2026:

July 2025 No Meeting Scheduled

August 7, 2025

September 4, 2025

October 2, 2025

November 6, 2025

December 2025 TBD by the Governing Board

January 2025 No Meeting Scheduled

February 5, 2026

March 5, 2026

April 2026 TBD by the Governing Board

May 7, 2026

June 2026 TBD by the Governing Board

Special Board Meeting:

June 2026 TBD by the Governing Board

Governing Board Terms

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

2025 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
James Aguilar	President	San Leandro	1/25-12/26	1/2027
Juan Campos	Vice-President	San Lorenzo	1/24-12/25	1/2026
Sara E. Raymond	Member	Castro Valley	1/25-12/26	1/2027
Ken Rawdon	Member	Hayward	1/24-12/25	1/2026

2026 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
James Aguilar	TBD	San Leandro	1/25-12/26	1/2027
TBD	TBD	San Lorenzo	1/26-12/27	1/2028
Sara E. Raymond	TBD	Castro Valley	1/25-12/26	1/2027
TBD	TBD	Hayward	1/26-12/27	1/2028

DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Revised Salary Schedules (Charts 1-4) Effective July 1, 2025

BACKGROUND

At the April 10, 2025 Governing Board meeting, the Board approved the following adjustments to employee compensation and benefits, effective to July 1, 2025:

- A 4% salary increase for all employees.

CURRENT SITUATION

Based on the action of the Board during the April meeting, the following revised salary schedules are being presented for approval:

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 2A: Certificated 7 Hour (120%) Salaried Employees
- Salary Scale Chart 2B: Certificated Hourly Employees
- Salary Scale Chart 2C: Adult Programs Employees
- Salary Scale Chart 3: Classified Exempt Employees
- Salary Scale Chart 4: Administration

RECOMMENDATION

It is recommended that the Governing Board approve the revised salary schedules (charts 1-4) effective July 1, 2025.

Salary Scale Chart 1

CLASSIFIED EMPLOYEES

2025-2026

Effective: July 1, 2025

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Public Relations & Student Activities Specialist
B3	12 months	Confidential	Executive Assistant
B4	12 months		Administrative Assistant
B5	12 months		Registrar (Y-Rate)
C1	10 months		Student Support Services Technician
C3	12 months		Office Support Technician
C3	12 months	Confidential	Accounting Technician
C3	12 months		Registrar
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2	12 months		Security/Grounds Officer
F	10 months		Instructional Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
B1	H	\$33.75	\$35.09	\$36.52	\$38.02	\$39.57	\$41.25	\$42.93	\$44.73	\$46.65	\$48.62
	M	\$4,885.31	\$5,079.28	\$5,286.27	\$5,503.40	\$5,727.76	\$5,970.94	\$6,214.12	\$6,474.67	\$6,752.59	\$7,037.75
	A	\$48,853.13	\$50,792.78	\$52,862.70	\$55,033.95	\$57,277.58	\$59,709.38	\$62,141.18	\$64,746.68	\$67,525.88	\$70,377.45
B3	H	\$33.75	\$35.09	\$36.52	\$38.02	\$39.57	\$41.25	\$42.93	\$44.73	\$46.65	\$48.62
	M	\$5,484.38	\$5,702.13	\$5,934.50	\$6,178.25	\$6,430.13	\$6,703.13	\$6,976.13	\$7,268.63	\$7,580.63	\$7,900.75
	A	\$65,812.50	\$68,425.50	\$71,214.00	\$74,139.00	\$77,161.50	\$80,437.50	\$83,713.50	\$87,223.50	\$90,967.50	\$94,809.00
B4	H	\$35.43	\$36.84	\$38.36	\$39.93	\$41.56	\$43.31	\$45.07	\$46.98	\$48.98	\$51.05
	M	\$5,757.38	\$5,986.50	\$6,233.50	\$6,488.63	\$6,753.50	\$7,037.88	\$7,323.88	\$7,634.25	\$7,959.25	\$8,295.63
	A	\$69,088.50	\$71,838.00	\$74,802.00	\$77,863.50	\$81,042.00	\$84,454.50	\$87,886.50	\$91,611.00	\$95,511.00	\$99,547.50
B5	H	\$35.43	\$36.84	\$38.36	\$39.93	\$41.56	\$43.31	\$45.07	\$46.98	\$48.98	\$51.05
	M	\$5,757.38	\$5,986.50	\$6,233.50	\$6,488.63	\$6,753.50	\$7,037.88	\$7,323.88	\$7,634.25	\$7,959.25	\$8,295.63
	A	\$69,088.50	\$71,838.00	\$74,802.00	\$77,863.50	\$81,042.00	\$84,454.50	\$87,886.50	\$91,611.00	\$95,511.00	\$99,547.50

S	C	1	2	3	4	5	6	7	8	9	10
C1	H	\$31.35	\$32.56	\$33.87	\$35.22	\$36.66	\$38.15	\$39.70	\$41.33	\$43.07	\$45.04
	M	\$4,125.38	\$4,284.60	\$4,456.98	\$4,634.63	\$4,824.12	\$5,020.19	\$5,224.16	\$5,438.65	\$5,667.62	\$5,926.85
	A	\$45,379.13	\$47,130.60	\$49,026.83	\$50,980.95	\$53,065.35	\$55,222.13	\$57,465.75	\$59,825.18	\$62,343.83	\$65,195.40
C3	H	\$31.35	\$32.56	\$33.87	\$35.22	\$36.66	\$38.15	\$39.70	\$41.33	\$43.07	\$45.04
	M	\$5,094.38	\$5,291.00	\$5,503.88	\$5,723.25	\$5,957.25	\$6,199.38	\$6,451.25	\$6,716.13	\$6,998.88	\$7,319.00
	A	\$61,132.50	\$63,492.00	\$66,046.50	\$68,679.00	\$71,487.00	\$74,392.50	\$77,415.00	\$80,593.50	\$83,986.50	\$87,828.00
D	H	\$30.26	\$31.41	\$32.66	\$33.96	\$35.33	\$36.76	\$38.25	\$39.82	\$41.49	\$43.46
	M	\$4,917.25	\$5,104.13	\$5,307.25	\$5,518.50	\$5,741.13	\$5,973.50	\$6,215.63	\$6,470.75	\$6,742.13	\$7,062.25
	A	\$59,007.00	\$61,249.50	\$63,687.00	\$66,222.00	\$68,893.50	\$71,682.00	\$74,587.50	\$77,649.00	\$80,905.50	\$84,747.00
E1	H	\$27.60	\$28.61	\$29.71	\$30.88	\$32.09	\$33.34	\$34.67	\$36.07	\$37.53	\$39.50
	M	\$3,631.91	\$3,764.82	\$3,909.57	\$4,063.53	\$4,222.75	\$4,387.24	\$4,562.26	\$4,746.48	\$4,938.61	\$5,197.84
	A	\$39,951.00	\$41,412.98	\$43,005.23	\$44,698.80	\$46,450.28	\$48,259.65	\$50,184.83	\$52,211.33	\$54,324.68	\$57,176.25
E2	H	\$27.60	\$28.61	\$29.71	\$30.88	\$32.09	\$33.34	\$34.67	\$36.07	\$37.53	\$39.50
	M	\$4,485.00	\$4,649.13	\$4,827.88	\$5,018.00	\$5,214.63	\$5,417.75	\$5,633.88	\$5,861.38	\$6,098.63	\$6,418.75
	A	\$53,820.00	\$55,789.50	\$57,934.50	\$60,216.00	\$62,575.50	\$65,013.00	\$67,606.50	\$70,336.50	\$73,183.50	\$77,025.00
F	H	\$26.55	\$27.59	\$28.60	\$29.69	\$30.85	\$32.06	\$33.30	\$34.65	\$36.04	\$38.01
	M	\$3,843.11	\$3,993.65	\$4,139.85	\$4,297.63	\$4,465.54	\$4,640.69	\$4,820.18	\$5,015.59	\$5,216.79	\$5,501.95
	A	\$38,431.13	\$39,936.53	\$41,398.50	\$42,976.28	\$44,655.38	\$46,406.85	\$48,201.75	\$50,155.88	\$52,167.90	\$55,019.48
H	H	\$25.72	\$26.66	\$27.66	\$28.70	\$29.78	\$30.94	\$32.14	\$33.40	\$34.74	\$36.71
L	H	\$18.84									

Associate's Degree	Bachelor's Degree	Master's Degree	Confidential Stipend
\$612 per year	\$867 per year	\$1,122 per year	5%
<p>Employees receive an annual benefit package of \$12,621.16.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Longevity Columns 6, 7, 8, 9, 10 reached at 10, 15, 20, 25, 30 years respectively. Numbers have been rounded. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. 			

Salary Scale Chart 2A

CERTIFICATED 7 HOUR SALARIED EMPLOYEES

2025-2026

Effective: July 1, 2025

Classroom Instructor 185 days

Career Counselor 195 days

Step	A	B	C	D	E	F
1	\$81,995.61	\$85,357.06	\$88,888.95	\$92,593.90	\$96,486.07	
2	\$83,341.23	\$86,767.23	\$90,368.86	\$94,152.56	\$98,122.24	
3	\$84,713.96	\$88,209.67	\$91,883.64	\$95,740.96	\$99,789.42	
4	\$86,111.22	\$89,677.98	\$93,424.24	\$97,360.34	\$101,487.57	
5	\$87,540.76	\$91,175.96	\$94,998.43	\$99,013.30	\$103,223.15	
6		\$92,704.96	\$96,603.61	\$100,698.54	\$104,993.65	
7		\$94,262.32	\$98,241.06	\$102,417.34	\$106,798.98	
8		\$95,854.61	\$99,909.51	\$104,169.74	\$108,637.88	
9		\$97,475.27	\$101,614.12	\$105,959.58	\$110,515.54	
10		\$99,130.82	\$103,351.01	\$107,784.29	\$112,430.65	
11			\$105,124.05	\$109,645.15	\$114,387.07	
12					\$116,378.35	
17						\$121,461.17
22						\$123,594.50
27						\$125,770.49

Employees receive an annual benefit package of \$12,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program. Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

***Step 17 is a Longevity Step-** increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Note: Employee may elect to participate at the employee's expense in one of the health plan packages offered by the EAROP to its employees.

SUMMER SCHOOL INSTRUCTORS

Hourly Rate/Step 2

\$52.36

SUBSTITUTE INSTRUCTORS

Hourly Rate

\$39.12

Hourly Rate
(Long Term Assignment)

\$42.84

Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

Professional Growth: Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

***Step 17 is a Longevity Step** – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree

\$867

Master's Degree

\$1,122

Doctorate

\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

Salary Scale Chart 2B

CERTIFICATED HOURLY EMPLOYEES

2025-2026

Effective: July 1, 2025

HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6	7
HOURLY RATE	\$48.14	\$52.36	\$54.71	\$57.18	\$59.78	\$62.48	\$64.45

SUBSTITUTE TEACHERS

Hourly Rate	Hourly Rate (Long-Term Assignment)	Long-Term Hourly Rate - retroactive to the first day of consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.
\$39.12	\$42.84	

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

Bachelor's Degree	Master's Degree	Doctorate	Special Assignment
\$867	\$1,122	\$1,632	*20%

Note:

- **Educational Stipends** - Employee will receive the highest educational stipend ONLY.



Salary Scale Chart 2C

ADULT PROGRAMS EMPLOYEES

2025-2026

Effective: July 1, 2025

CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$81,995.61	\$85,357.06	\$88,888.95	\$92,593.90	\$96,486.07	
2	\$83,341.23	\$86,767.23	\$90,368.86	\$94,152.56	\$98,122.24	
3	\$84,713.96	\$88,209.67	\$91,883.64	\$95,740.96	\$99,789.42	
4	\$86,111.22	\$89,677.98	\$93,424.24	\$97,360.34	\$101,487.57	
5	\$87,540.76	\$91,175.96	\$94,998.43	\$99,013.30	\$103,223.15	
6		\$92,704.96	\$96,603.61	\$100,698.54	\$104,993.65	
7		\$94,262.32	\$98,241.06	\$102,417.34	\$106,798.98	
8		\$95,854.61	\$99,909.51	\$104,169.74	\$108,637.88	
9		\$97,475.27	\$101,614.12	\$105,959.58	\$110,515.54	
10		\$99,130.82	\$103,351.01	\$107,784.29	\$112,430.65	
11			\$105,124.05	\$109,645.15	\$114,387.07	
12					\$116,378.35	
17						\$121,461.17
22						\$123,594.50
27						\$125,770.49

Employees receive an annual benefit package of \$12,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. *At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.* Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

*Step 17 is a Longevity Step- increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Note: Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.

EDUCATIONAL STIPENDS

Professional Growth: Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

***Step 17 is a Longevity Step** – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6	7
HOURLY RATE	\$48.14	\$52.36	\$54.71	\$57.18	\$59.78	\$62.48	\$64.45

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

CLASSIFIED EMPLOYEES

STEP	WORK YEAR	CLASSIFIED POSITION TITLES
AE 1	12 months	Program & Internship Coordinator
AE 1	12 months	Enrollment & Registration Coordinator
AE 3	12 months	Administrative Support Specialist
AE 3	12 months	Program Specialist
AE 5	12 months	Security
AE 6	12 months	Exempt Instructor (Classified Hourly)

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
AE 1	H	\$36.52	\$38.02	\$39.57	\$41.25	\$42.93	\$44.73	\$46.65	\$48.62	\$50.66	\$52.79
	M	\$5,934.50	\$6,178.25	\$6,430.13	\$6,703.13	\$6,976.13	\$7,268.63	\$7,580.63	\$7,900.75	\$8,232.25	\$8,578.38
	A	\$71,214	\$74,139	\$77,161.50	\$80,437.50	\$83,713.50	\$87,223.50	\$90,967.50	\$94,809	\$98,787	\$102,940.50
AE 3	H	\$33.75	\$35.09	\$36.52	\$38.02	\$39.57	\$41.25	\$42.93	\$44.73	\$46.65	\$48.62
	M	\$54,84.38	\$5,702.13	\$5,934.50	\$6,178.25	\$6,430.13	\$6,703.13	\$6,976.13	\$7,268.63	\$7,580.63	\$7,900.75
	A	\$65,812.50	\$68,425.50	\$71,214	\$74,139	\$77,161.50	\$80,437.50	\$83,713.50	\$87,223.50	\$90,967.50	\$94,809
AE 5	H	\$27.60	\$28.61	\$29.71	\$30.88	\$32.09	\$33.34	\$34.67	\$36.07	\$37.53	\$39.50
	M	\$4,485	\$4,649.13	\$4,827.88	\$5,018	\$5,214.63	\$5,417.75	\$5,633.88	\$5,861.38	\$6,098.63	\$6,418.75
	A	\$53,820	\$55,789.50	\$57,934.50	\$60,216	\$62,575.50	\$65,013	\$67,606.50	\$70,336.50	\$73,183.50	\$77,025
AE 6	H	\$48.14	\$52.36	\$54.71	\$57.18	\$59.78	\$62.48	\$64.45			

For AE 6

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

Associate's Degree	Bachelor's Degree	Master's Degree	Annual Benefits Package
\$612 per year	\$867 per year	\$1,122 per year	\$12,621.16 per year

Notes:

- Longevity Columns 6, 7, 8, 9 and 10 reached at 10, 15, 20, 25 and 30 years respectively.
- Numbers have been rounded.

Salary Scale Chart 3 CLASSIFIED EXEMPT EMPLOYEES

2025-2026

Effective: July 1, 2025

STEP	CLASSIFIED EXEMPT POSITION TITLES
A-0	Work-Based Learning Specialist (11 Months/223 Days)
A-0	Workforce Readiness Coordinator (11 Months/223 Days)
A-0	Pathway Coordinator (11 Months/223 Days)
A-2	Information Technology Specialist (12 Months/260 Days)

Column (C) and Step (S)

Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9
A-0	H	\$56.78	\$59.54	\$62.41	\$65.44	\$67.01	\$68.64	\$70.29	\$72.01	\$73.76
	M	\$8,633.14	\$9,052.79	\$9,489.16	\$9,949.85	\$10,188.57	\$10,436.40	\$10,687.28	\$10,948.79	\$11,214.87
	A	\$ 94,964.55	\$99,580.65	\$104,380.73	\$109,448.40	\$112,074.23	\$114,800.40	\$117,560.03	\$120,436.73	\$123,363.60
A-2	H	\$47.35	\$49.17	\$51.06	\$53.03	\$55.10	\$57.54	\$60.11	\$62.80	\$65.62
	M	\$7,694.38	\$7,990.13	\$8,297.25	\$8,617.38	\$8,953.75	\$9,350.25	\$9,767.88	\$10,205.00	\$10,663.25
	A	\$ 92,332.50	\$95,881.50	\$99,567.00	\$103,408.50	\$107,445.00	\$112,203.00	\$117,214.50	\$122,460.00	\$127,959.00

EDUCATIONAL STIPENDS

Associate's Degree	\$612 per year
Bachelor's Degree	\$867 per year
Master's Degree	\$1,122 per year

- **Employees receive an annual benefit package of \$12,621.16.**
- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- 12 Month Classified Exempt employees accrue vacation at one step higher than their organization vacation accrual rate.
- Employee may elect to participate at the employee's expense in one of the health plan packages offered by the EAROP to its employees.
- Numbers have been rounded.

Salary Scale Chart 4 ADMINISTRATION

2025-2026

Effective: July 1, 2025

STEP	ADMINISTRATION POSITION TITLES
A	Principal – Certificated Position 220 day work year
A	Director of Adult Programs and Apprenticeships - Certificated Position 220 day work year
C	Fiscal Services Administrator - Classified Position-260 day work year (this position accrues vacation)
C	Human Resources Administrator- Classified Position-260 day work year (this position accrues vacation)
D	Assistant Principal – Certificated Position 220 day work year

Range and Column

Range	Column	1	2	3	4	5	L6*	L7*
A	Daily	\$747.29	\$782.41	\$819.98	\$857.68	\$898.00	\$911.63	\$925.27
	Monthly	\$13,700.27	\$14,344.18	\$15,018.36	\$15,724.22	\$16,463.26	\$16,713.26	\$16,963.26
	Annually	\$164,403.20	\$172,130.15	\$180,220.27	\$188,690.62	\$197,559.08	\$200,559.08	\$203,559.08
C	Daily	\$564.56	\$589.46	\$615.60	\$643.06	\$671.89	\$683.43	\$694.97
	Monthly	\$12,232.05	\$12,771.66	\$13,337.93	\$13,932.98	\$14,557.65	\$14,807.65	\$15,057.65
	Annually	\$146,784.65	\$153,259.93	\$160,055.17	\$167,195.77	\$174,691.85	\$177,691.85	\$180,691.85
D	Daily	\$639.13	\$669.17	\$700.62	\$733.55	\$768.02	\$781.66	\$795.30
	Monthly	\$11,717.33	\$12,268.05	\$12,844.65	\$13,448.35	\$14,080.42	\$14,330.42	\$14,580.42
	Annually	\$140,608.00	\$147,216.58	\$154,135.76	\$161,380.14	\$168,965.00	\$171,965.00	\$174,965.00

***LONGEVITY STEPS: AFTER 3 YEARS ON STEP 5, EMPLOYEE MOVES TO STEP 6. AFTER 3 YEARS ON STEP 6, EMPLOYEE MOVES TO STEP 7. ADDITIONAL \$3,000 PAID AFTER 3 YEARS ON STEP 5, ANOTHER \$3,000 PAID AFTER 3 YEARS ON STEP 6.**

EDUCATIONAL STIPENDS

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

- **Employees receive an annual benefit package of \$12,621.16.**
- Daily rate=total annual salary / number of days in work year.
- Employee may elect to participate at the employee's expense in one of the health plan packages offered by the EAROP to its employees.
- Certificated work year does not include vacations or holidays.
- Classified work year does include vacation and holidays.
- Numbers have been rounded.

DATE: June 6, 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 Curriculum for Year 1 Semester 1

BACKGROUND

The Eden Area ROP was awarded a grant through the California Air Resources Board (CARB) 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 curriculum 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 curriculum for Semester 1 of Year 1 follows the A-G approved Course Outline. It aligns with the California Career Technical Education Model Curriculum Standards in Transportation and the needs of the regional labor market.

Approval of this curriculum 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. Year 1 Semester 2 Curriculum is in process.

RECOMMENDATION

It is recommended that the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Curriculum Year 1 Semester 1.



Zero-Emission Vehicle (ZEV) Technology Curriculum Year 1 Semester 1

Below are the links to the Eden Area ROP Zero-Emission Vehicle Technology Curriculum for Year 1 Semester 1.

The Unit Map is a graphic organizer of all the curriculum. The Course Outline provides a narrative overview of the course. The Pacing Guides present the overall structure of the curriculum by Unit and Week.

[EAROP ZEV Unit Map.pdf](#)

[A-G Approved Course Outline Zero-Emission Vehicle Technology.pdf](#)

[EAROP ZEV Curriculum Pacing Guide Quarter 1.pdf](#)

[EAROP ZEV Curriculum Pacing Guide Quarter 2.pdf](#)

Each Unit Folder contains the Lesson Plans, Assessments and Presentations. Year 1, Semester 1 has six units and comprises 90 days of instruction.

[Unit 1](#)

[Unit 2](#)

[Unit 3](#)

[Unit 4](#)

[Unit 5](#)

[Unit 6](#)



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Eden Area ROP Vision Statement

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 EAROP 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.

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.

CURRENT SITUATION

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 our Mission Statement and Core Values and sets the strategic direction for our planning and efforts. After a comprehensive process, the Eden Area ROP staff selected the following version to be the Eden Area ROP's Vision Statement:

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

RECOMMENDATION

It is recommended that the Governing Board approve the Eden Area ROP Vision Statement.

DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Ongoing Linkage Agreement with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Pre-Apprenticeship Support

BACKGROUND

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

CURRENT SITUATION

In 2023-2024, the Eden Area ROP was awarded \$184,897 to support the development of a Careers in Education Pre-Apprenticeship. Since the grant application, we have been working with Early Care and Education Pathways to success (ECECPTS), a national leader in Early Childhood Education Apprenticeships to align our Careers in Education Program with their Apprenticeships.

The formal linkage agreement will link our programs so that Eden Area ROP Careers in Education students will be registered pre-apprentices with priority access to YMCA of the East Bay and Kidango's Apprenticeship Programs sponsored by ECEPTS for paid on the job training and partnered with Chabot College's Early Childhood Education program to provide the required related supplemental instruction.

RECOMMENDATION

It is recommended that the Governing Board approve the ongoing Linkage Agreement with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Pre-Apprenticeship support.

Linkage Agreement between

and

This linkage agreement between the above-named Pre-apprenticeship Program (hereafter “Pre-Apprenticeship Program”) and the above-named California Registered Apprenticeship Program (hereafter “Apprenticeship Program”), creates a working partnership for the benefit of pre-apprentices who choose the apprenticeship system as their career path.

The Pre-apprenticeship Program agrees that training activities shall be conducted in partnership with the Apprenticeship Program.

The Apprenticeship Program agrees to support the Pre-Apprenticeship Program under the following conditions:

- Pre-apprentice graduates shall have priority, but not a guarantee of acceptance into the Apprenticeship Program. _____ Pre-apprentice graduates, per _____ may be accepted into the Apprenticeship Program.
- Training and curriculum based on industry standards and approved by the documented registered apprenticeship program partner or partners that will prepare individuals with the skills and competencies needed to enter one or more registered apprenticeship programs.
- Strategies that increase registered apprenticeship opportunities for underrepresented, disadvantaged, or low-skilled individuals, such that, upon completion, those individuals will meet the entry requirements, gain consideration, and be prepared for success in one or more registered apprenticeship programs. These strategies include any of the following:
 - Strong recruitment efforts focused on outreach to populations underrepresented in local, state, and national registered apprenticeship programs.


- Educational and prevocational services that prepare individuals to meet the entry requisites of one or more registered apprenticeship programs, such as specific career and industry awareness workshops, job readiness courses, English for speakers of other languages, adult basic education, financial literacy seminars, and mathematics tutoring.
- Exposing participants to local, state, and national registered apprenticeship programs and providing direct assistance to participants applying to those programs.
- Facilitating access to appropriate support services during both the pre-apprenticeship program and a significant portion of the registered apprenticeship program.
- Efforts to sustain the ongoing partnership between the pre-apprenticeship program and registered apprenticeship program partner or partners, including collaborative efforts that promote alignment with the California Workforce Innovation and Opportunity Act (WIOA) Unified Strategic Workforce Development Plan and use of the registered apprenticeship program as a preferred means for employers to develop a skilled workforce and create career opportunities for individuals.
- Providing physical preparedness training for jobs where physical ability and endurance are key elements of success.
- Providing training on safe working practices where applicable to the job.
- Providing hands-on training to individuals in a simulated lab experience or through volunteer opportunities that accurately simulate industry and occupational conditions while observing proper supervision and safety protocols, provided that such experience and opportunities do not supplant or reduce the compensable work of paid employees.
- Providing for automatic acceptance or priority credits for acceptance into apprenticeship programs of individuals who have successfully completed the pre-apprenticeship program, and when applicable, giving advance credit in the apprenticeship program for skills and competencies already acquired in the pre-apprenticeship program.

The foregoing linkage agreement is hereby agreed to by the following parties:

Pre-Apprenticeship Program

Program Name: _____

Full Address: _____



Date

DAS Registered Apprenticeship Program

Program name: _____

Full Address: _____

DAS File #: _____

Date



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with Napa County Office of Education (NCOE) for K12 Strong Workforce Program (SWP) Round 7 Regional AI Literacy Partnership: From Classroom to Career for the 2025-2026 and 2026-2027 School Years

BACKGROUND

The Bay Area Community College Consortium has contracted Cabrillo Community College as the fiscal agent for the K12 Strong Workforce Program (SWP). Cabrillo Community College is responsible for distributing funds to grantees within their region. The agreement with Cabrillo Community College is for the period of January 1, 2025, and expires on June 30, 2027.

CURRENT SITUATION

The Eden Area ROP and our consortium will collaborate with the Napa County Office of Education on a regional SWP Round 7 Grant to build and implement a professional development infrastructure to support Artificial Intelligence (AI) Literacy in CTE Programs. The focus will be on district policies, instructor and student AI Literacy, uses of AI in CTE Courses and the impact of AI on the industry sectors and how best to prepare students for the AI impacted workplace.

The Napa County Office of Education is serving as the program and fiscal lead. To support these efforts, Eden Area ROP and NCOE will enter into a Memorandum of Understanding (MOU).

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with Napa County Office of Education (NCOE) for K12 Strong Workforce Program (SWP) Round 7 Regional AI Literacy Partnership: From Classroom to Career for the 2025-2026 and 2026-2027 school years.



Strong Workforce Round 7 Program Agreement

Napa County Office of Education

Agreement between Eden Area Regional Occupational Program (Eden Area ROP) and Napa County Office of Education (NCOE).

I. TERMS OF MOU

This agreement shall commence on July 1, 2025, and shall extend through June 30, 2027.

II. PURPOSE

Through the SWP “Regional AI Literacy Partnership: From Classroom to Career” Grant, the Napa County Office of Education, as the lead agency, in collaboration with aiEDU, seeks to form regional partnerships with LEAs to participate in an Artificial Intelligence literacy model which will build capacity and allow LEAs to provide professional development to their teachers.

The Eden Area ROP will support its consortium members participation in the regional initiative as outlined in the workplan submitted in NOVA, the system for reporting SWP activities.

III. CONTRACT AMOUNT

Eden Area ROP is allocated \$56,988 for the duration of the “Regional AI Literacy Partnership: From Classroom to Career” grant. Allocation of grant funds are as follows based on grant submission.

Budget Funds			
Expenditure Type	2025-26	2026-27	Totals
1000 - Certificated Salaries	\$0	\$0	\$0
2000 - Classified Salaries	\$27,935	\$29,053	\$56,988
3000 - Employee Benefits	\$0	\$0	\$0
4000 - Books and Supplies	\$0	\$0	\$0
5000 - Services and Other Expenditures	\$0	\$0	\$0

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM
26316 Hesperian Boulevard
Hayward, CA 94545

Budget Funds			
Expenditure Type	2025-26	2026-27	Totals
6000 - Capital Outlay	\$0	\$0	\$0
7000 - Indirect Costs	\$0	\$0	\$0
Total Budget	\$27,935	\$29,053	\$56,988

IV. ROLE AND RESPONSIBILITIES OF NAPA COUNTY OFFICE OF EDUCATION

- As the lead agency, Napa County Office of Education shall provide leadership and coordination services related to the implementation of the grant objectives.
- The Napa County Office of Education will submit all required invoices and reporting for the collaborative in the NOVA system.
- Ensure that the K12 SWP legislative reporting requirements are met.

V. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

- Support the identification of consortium partners to assess general Artificial Intelligence readiness
- Work with NCOE and aiEDU to provide AI Literacy PD for teachers and administrators.
- Support the development of a Community of Practice for educators to identify best practices, share resources, and facilitate collaboration across regional partners.
- Support the development of a stakeholder workgroup that includes teachers, administrators, industry and IT to review policies and establish rules for appropriate AI use by students.
- Support the effort to build awareness through newsletter and information sessions for stakeholders.
- Provide NCOE with the required information to complete the reporting required by the SWP grant program.
- Participate in the leadership meetings related to implementing the grant objectives.
- Submit invoices with the appropriate supporting documentation for reimbursement of costs in accordance with the timeline set forth by the state Chancellors Office.
 - SWP Resource code: 6388
 - Grant funds should all be coded to Goal 3800 or Goal 6000
 - An increase of more than 10% from any line item in the budget requires prior approval from the Bay Area Community College District (BACCC).

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

26316 Hesperian Boulevard
Hayward, CA 94545

VI. TERMS OF AGREEMENT

An effort will be made 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.

NCOE 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.

Eden Area ROP shall indemnify, defend and hold harmless NCOE 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 NCOE 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.

Authorized Party Name Date
Title
Napa County Office of Education


Blaine Torpey _05/21/25_
Superintendent Date
Eden Area ROP



DATE: June 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Amendment to the Superintendent's Employment Agreement

BACKGROUND

Superintendent Blaine C. Torpey was appointed by the Governing Board as the Eden Area Regional Occupational Program Superintendent during the June 16, 2022, Governing Board Meeting, with his term beginning on July 1, 2022.

The Governing Board approved the first amendment to the Employment Agreement for Superintendent Torpey on June 5, 2024. The first amendment modifies the agreement's term such that it shall commence on July 1, 2024, and terminate on June 20, 2028.

CURRENT SITUATION

The Governing Board has been presented with a second Amendment to the Employment Agreement for Superintendent Torpey. The Amendment modifies the agreement's term such that it shall commence on July 1, 2025, and terminate on June 20, 2029.

FISCAL IMPACT:

No additional fiscal impact.

RECOMMENDATION

It is recommended that the Governing Board approve the second amendment to the Superintendent's Employment Agreement.

ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This is the Second Amendment to the existing employment agreement between Eden Area Regional Occupational Program (hereinafter "EAROP" or "Board") and Blaine C. Torpey, Superintendent (hereinafter "Superintendent") that was Board-approved on June 9, 2023 ("Agreement").

Paragraph 19 of the Agreement, states:

This Agreement constitutes the full and complete understanding between the parties hereto, and in order to promote understanding and good decision-making, any changes or modifications to this Agreement shall be made only in writing and executed by all parties or their successors in interest to this.

The Board and Superintendent desire to modify the Agreement and therefore, the Parties agree to the following:

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2029, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

The Superintendent agrees to use own automobile in the performance of duties; to carry adequate public liability insurance according to Board policy. The cost of travel within Alameda County is included in the base salary except when traveling to a destination outside of Alameda County. The Superintendent shall be reimbursed for out-of-county (Alameda County) automobile travel at the District's then current per mile reimbursement rate including the distance traveled in Alameda County when the destination is out-of-county.

GOVERNING BOARD OF THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Upon review of and a motion by Trustee _____ and a second by Trustee _____ the Governing Board approved addendum to the Superintendent's employment agreement.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

James Aguilar, Governing Board President

Approval Date

ACCEPTANCE

I hereby accept this contract of employment and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the Eden Area Regional Occupational Program.

Blaine C. Torpey, Superintendent

Date of Acceptance