



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, November 6, 2025
5:45 pm

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

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

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

GOVERNING BOARD MEMBERS

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



Regular Meeting of the ROP Governing Board

Date: Thursday, November 6, 2025
Time: 5:45 p.m.
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545
Virtual via Zoom: <https://zoom.us/j/98353230547>

Public Comment Instructions:

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

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

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

Public Comment if attending in-person:

Individuals who would like to address the Board in person must complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's President prior to the start of the agenda item. Once called on, speakers are requested to go to the podium.

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

- **By video conference:** Use the "Raise Hand" button to request to speak when Public Comment is being taken on the eligible agenda item. Instructions on how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>. Speakers via Zoom should also ensure that your name matches your Zoom profile name. You will be unmuted during your turn and re-muted once your comment is complete.
- **By phone:** You will be prompted to "Raise Your Hand" by pressing *9 to request to speak when Public Comment is being taken on the eligible agenda item. Instructions on how to "Raise Your Hand" by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>. You will be unmuted during your turn and re-muted once your comment is complete.

AGENDA

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

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

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

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

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Pledge of Allegiance

V. Vision Statement

VI. Mission Statement

VII. Core Values

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

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

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

Public Comment Instructions

When it is your turn to speak:

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

If You Are Attending in Person

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

If You Are Joining by Zoom (Computer or Device)

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

If You Are Joining by Phone through Zoom

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

IX. Student of the Month

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

X. Consent Calendar

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

- A. Request the Governing Board approve the Minutes of the Regular Governing Board Meeting of October 2, 2025 (pages 8-15)
- B. Request the Governing Board approve the Bill Warrants (pages 16-24)
- C. Request the Governing Board approve the Personnel Action Items (pages 25-26)
- D. Request the Governing Board approve the Listed Donations-Dave Sanlorenzo (page 27)
- E. Request the Governing Board approve the Recycling Donations Received by the Eden Area ROP for the 2025-2026 School Year (page 28)
- F. Request the Governing Board approve the Advisory Committee Members (pages 29-49)
- G. Request the Governing Board approve the Receipt of the Workability I Program Funds (pages 50-53)
- H. Request the Governing Board approve the Second Amendment to the Agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 School Years (pages 54-141)
- I. Request the Governing Board approve the Agreement with the California School Boards Association (CSBA) for GAMUT Services for the 2025-2026 School Year (pages 142-149)
- J. Request the Governing Board approve the MOU with the Public Health Institute/FACES for the Future Coalition for Health Career Training & Work-Based Learning, Academic Support, Wellness Services, and Youth Leadership Development for the 2025-2026 School Year (pages 150-159)

XI. Information Items

- A. ROP Pathway Review- Welding & Materials Joining (pages 161-162)
- B. ROP Pathway Reviews- Patient Care (pages 163-164)
- C. Business Partners of the Year (pages 165-166)
- D. Advanced Manufacturing Day (page 167)
- E. First Reading of Governing Board Policies, Administrative Regulations, and Board Bylaw (pages 168-203)

XII. Action Items

- A. Request the Governing Board approve the Career Technical Education Facilities Program (CTEFP) Grant Round 7: Welding Facility and Equipment Application (pages 205-237)

XIII. Superintendent's Report

XIV. Governing Board Reports

XV. Recess to Closed Session

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

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

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

XVII. Adjournment

STUDENT OF THE MONTH



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

BACKGROUND

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

CURRENT SITUATION

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

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

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Rodrigo Hernandez Ramos	Tennyson	Welding Technology	Juarez
Ethan Hua	Arroyo	Dental Assisting	Barrot
Anmol Sohi	San Lorenzo	Careers in Law and Public Safety	O'Connell

RECOMMENDATION

Information only

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board October 2, 2025

I. Call to Order

Trustee Lavendar Whitaker, Board Alternate, called the meeting to order at 5:46 p.m. on Thursday, October 2, 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:

Alicia Gonzalez, Alternate	San Lorenzo USD	arrived at 7:31 pm
Austin Bruckner Carrillo, Member	Hayward USD	
Lavendar Whitaker, Alternate	Castro Valley USD	
Zachary Borja, Member	San Leandro USD	

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD
Sara E. Raymond, Vice President	Castro Valley USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Julio Alfaro	Medical Careers Instructor
Heather Bystrom	Medical Careers Instructor
Mikel Jackson	Medical Careers Instructor
Gabriela Juarez	Executive Assistant
Jessica Laird	Career Counselor
Lea Newmerzhycky	Medical Careers Instructor
Ezenwanyi Osakwe	Sports Medicine Instructor

III. Approval of Agenda

Trustee Austin Bruckner Carrillo requested to pull the following items from the Consent Calendar to be considered separately under Action Items:

- Item F: Request the Governing Board approve the Standard Services Agreement with Alameda County and the Alameda County Workforce Development Board (ACWDB) for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2026 Grant Agreement
- Item G: Request the Governing Board approve the Subaward Agreement Amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2025-2026 School Year

- Item I: Request the Governing Board approve the MOU with the Hayward Unified School District for Student Transportation for 2025-2026 School Year

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

AYES: 3 (Borja, Bruckner Carrillo, Whitaker)
NOES: 0
ABSTENTIONS: 0
ABSENT: 3 (Campos, Gonzalez, Raymond)

IV. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

V. Vision Statement

Samantha Rodriguez read the Eden Area ROP Vision Statement.

VI. Mission Statement

Thi Tran read the Eden Area ROP Mission Statement.

VII. Core Values

Blaine Torpey read the Eden Area ROP Core Values.

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

None.

IX. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for October 2025:

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

Jessica Laird, Career Counselor, introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was delivered to each student. Each student was given an opportunity to introduce their family and say a few words.

Trustee Austin Bruckner Carrillo requested to rearrange the agenda so that the informational items would follow the Student of the Month presentations, giving the instructors the opportunity to celebrate with the students. A motion to adjust the agenda order was made by Trustee Austin Bruckner Carrillo and seconded by Trustee Zachary Borja.

AYES: 3 (Borja, Bruckner Carrillo, Whitaker)
NOES: 0
ABSTENTIONS: 0
ABSENT: 3 (Campos, Gonzalez, Raymond)

X. Information Items

A. ROP Pathway Review-Patient Care

Manuschka Michaud, Principal, provided an overview of the Eden Area ROP's focus on industry-specific skills across 13 sectors, with courses offered both at the ROP Center and partner district sites. The sector highlighted for this review was the Health Science and Medical Technology sector, specifically the Patient Care pathway. One of the courses within this pathway is Sports Medicine, offered at Tennyson High School and Mt. Eden High School, serving 137 students. The course is A–G approved, and students explore anatomy, physiology, and careers in athletic training, emergency medical services, and therapeutic fields. She then introduced Sports Medicine Instructor Ezenwanyi Osakwe, who teaches at Mt. Eden High School.

Ms. Osakwe provided an overview of the Sports Medicine program, explaining that it is offered at both Tennyson and Mt. Eden High Schools and designed to meet the needs of diverse student populations. The program emphasizes hands-on learning, certifications, and exposure to career pathways.

Students participate in work-based learning activities, including guest speakers, CPR and first aid certification, and field trips such as visits to UC Berkeley's Sports Medicine Department and a STEM education event at AT&T Park.

Sports Medicine 1 focuses on the fundamentals of athletic training, anatomy, and basic certification. Sports Medicine 2 builds on these skills with advanced certifications such as EpiPen, Narcan, and bloodborne pathogen training, and prepares students for the NASM personal training exam.

The curriculum uses Fundamentals of Athletic Training as the main textbook and NASM materials as supplemental resources. Students also develop skills for competition through Health Occupations Students of America (HOSA) and have opportunities to serve as peer instructors through a partnership with the local Parks and Recreation Department.

Ms. Osakwe highlighted that program enrollment increased by nearly 70% from 2024 to 2025 and that Tennyson High School added a second-level course. She shared student success stories, noting graduates pursuing degrees and certifications in kinesiology and strength training.

She concluded by emphasizing the program's growing partnerships, community involvement through CPR training with the Red Cross, and efforts to expand college articulation and dual enrollment opportunities to support students' continued education and workforce readiness.

B. ROP Pathway Reviews-Health Care Administrative Services and Patient Care

Michelle Stephens, Assistant Principal (On-Site), introduced the Medical Careers Program, which is part of the Health Science and Medical Technology sector. She explained that the program serves approximately 183 students across Medical Careers 1 and 2. Medical Careers 1 focuses on healthcare administrative services and provides students with foundational knowledge in medical terminology, anatomy, and

physiology, while Medical Careers 2 is an honors-level course emphasizing advanced clinical and laboratory skills such as immunizations, blood draws, EKGs, and medical assisting techniques. Students also complete internships in hospitals and clinics, gaining real-world experience. Mrs. Stephens noted that the program is articulated with Chabot College, offers A–G approved coursework, and is transitioning toward dual enrollment opportunities. She then introduced instructors Julio Alfaro, Heather Bystrom, Mikel Jackson, and Lea Newmerzhysky to discuss the program in more detail.

The instructors shared that Medical Careers 1 focuses on administrative skills, professionalism, and foundational healthcare concepts, while Medical Careers 2 builds on those skills through hands-on clinical training and internships. Students learn about infection control, patient communication, pharmacology, and clinical procedures including vital signs, injections, blood draws, and minor surgeries. They also become certified in CPR, BLS, and AED use. Each student completes a professional portfolio including a resume and cover letter to prepare for employment.

Students have the opportunity to participate in work-based learning through internships and partnerships with local clinics and organizations such as Faces for the Future, Kaiser Permanente, UCSF, and UC Berkeley's Helix program. Articulation agreements allow students to earn college credit, and plans are in progress for dual enrollment with Chabot College in medical terminology and electronic medical records courses. Students can also earn several industry certifications, including Mental Health First Aid and Narcan training.

The instructors emphasized the program's success in preparing students for both college and the workforce. Many students secure employment at their internship sites before graduation, and approximately 80 to 90 percent continue their education at community colleges or universities while working part-time in the medical field.

The presentation concluded with discussion about internship partnerships, the value of bilingual skills in healthcare, and expanding opportunities for English learner support.

Following the pathway reviews, the board resumed the regular order of the agenda and returned to the consent calendar.

XI. Consent Calendar

As part of the agenda approval, the Board agreed to pull Consent Calendar Items F, G, and I for separate consideration under Action Items. These items were renumbered as Action Items C, D, and E, respectively.

Trustee Zachary Borja moved to approve the Consent Calendar Items as amended:

- A. Minutes of the Regular Governing Board Meeting of September 4, 2025
- B. Bill Warrants
- C. Personnel Action Items
- D. Quarterly Report on Williams Act Complaints and Resolutions
- E. Listed Donations- California Homebuilding Foundation
- F. ~~Standard Services Agreement with Alameda County and the Alameda County Workforce Development Board (ACWDB) for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2026 Grant Agreement~~
- G. ~~Subaward Agreement Amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2025-2026 School Year~~

- H. MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2025-2026 School Year
- I. ~~MOU with the Hayward Unified School District for Student Transportation for 2025-2026 School Year~~
- J. MOU with the San Lorenzo Unified School District for Student Transportation for 2025-2026 School Year

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

AYES: 3 (Borja, Bruckner Carrillo, Whitaker)
NOES: 0
ABSTENTIONS: 0
ABSENT: 3 (Campos, Gonzalez, Raymond)

XII. Information Items

C. Back to School Night

Manuschka Michaud, Principal, provided an overview of Back to School Night, highlighting its continued success over the years. She shared attendance figures, noting that her first year in 2021-2022 had 127 attendees, increasing to 156 in 2022-2023, 177 the following year, and 186 family and community members for the most recent event on September 23rd.

Ms. Michaud explained that instructors had their students demonstrate classroom activities, allowing families to engage directly with the learning experiences. She introduced an annual video showcasing highlights from the event, emphasizing the energy and pride students display in presenting their work.

She noted that the event was advertised in both English and Spanish on school and district websites and through partner high schools, with word-of-mouth also contributing to attendance. Ms. Michaud commented on the collaborative nature of the evening, where staff shared a meal before engaging with families, fostering community and school spirit.

XIII. Action Items

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

Upon review of and a motion by Trustee Alicia Gonzalez and a second by Trustee Zachary Borja the Governing Board approved the second reading and adoption of Governing Board Policies, Administrative Regulations, Board Bylaws and Exhibits.

AYES: 3 (Borja, Gonzalez, Whitaker)
NOES: 0
ABSTENTIONS: 1 (Bruckner Carrillo)
ABSENT: 2 (Campos, Raymond)

B. Request the Governing Board approve the Student Board Member Process

Upon review of and a motion by Trustee Alicia Gonzalez and a second by Trustee Zachary Borja the Governing Board approved the Student Board Member process.

AYES: 4 (Borja, Bruckner Carrillo, Gonzalez, Whitaker)

NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Campos, Raymond)

C. Request the Governing Board approve the Standard Services Agreement with Alameda County and the Alameda County Workforce Development Board (ACWDB) for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2026 Grant Agreement

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the standard services agreement with Alameda County and the Alameda County Workforce Development Board (ACWDB) for the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement 2025-2029 and the Student Training and Employment Program (STEP) 2025-2026 Grant agreement.

AYES: 3 (Borja, Gonzalez, Whitaker)
NOES: 0
ABSTENTIONS: 1 (Bruckner Carrillo)
ABSENT: 2 (Campos, Raymond)

D. Request the Governing Board approve the Subaward Agreement Amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2025-2026 School Year

Upon review of and a motion by Trustee Alicia Gonzalez and a second by Trustee Zachary Borja the Governing Board approved the subaward agreement amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2025-2026 school year.

AYES: 3 (Borja, Gonzalez, Whitaker)
NOES: 0
ABSTENTIONS: 1 (Bruckner Carrillo)
ABSENT: 2 (Campos, Raymond)

E. Request the Governing Board approve the MOU with the Hayward Unified School District for Student Transportation for 2025-2026 School Year

Upon review of and a motion by Trustee Alicia Gonzalez and a second by Trustee Zachary Borja the Governing Board approved the MOU with the Hayward Unified School District for student transportation for 2025-2026 school year.

AYES: 3 (Borja, Gonzalez, Whitaker)
NOES: 0
ABSTENTIONS: 1 (Bruckner Carrillo)
ABSENT: 2 (Campos, Raymond)

XIV. Communications

A. Letter from the Alameda County Office of Education regarding the Adopted Budget

A letter from ACOE was received acknowledging the positive certification of the adopted budget.

XV. Superintendent's Report

Blaine Torpey, Superintendent, provided an update on Eden Area ROP activities and initiatives. He shared that the Eden Area ROP is less than a week away from submitting a Strong Workforce grant application for approximately \$1.8 million to launch the Chabot Middle College. Superintendent Torpey noted plans to start the program and highlighted efforts to bring back, expand, and innovate the CTE Summer Summit, a middle school exploratory program. He thanked partners for supporting the program. Superintendent Torpey noted a separate initiative involving scholarship funding through HPN, in partnership with the City of Hayward, to support student enrollment. He explained that funds are allocated to cover tuition for students in the Eden Area ROP electrical program.

Superintendent Torpey congratulated Precious Nwadike, a Medical 2 student from San Leandro High School, who received the Leslie Preston Memorial Scholarship. He recognized her passion for mental and behavioral health as addressing a significant community need.

He reported participation in the CAROCP General Board meeting at the LA County Office of Education, focusing on strategic planning and legislative priorities. Superintendent Torpey also attended the Bay Area K16 Fall Convening, noting a UCSF presentation about the CURE program and student participation in summer internships.

Superintendent Torpey provided updates on the adult healthcare apprenticeship program, which is near completion. The Department of Apprenticeship Standards number has been posted, and once approved, the program will provide stackable certifications and workforce opportunities at no cost.

Regarding facilities, Superintendent Torpey highlighted improvements to the welding facility, including new ventilation that improve safety. Zero-Emission Vehicle (ZEV) facilities are nearly complete, with lift classrooms pending final seismically compliant installations. He shared a table illustrating significant program growth over the last four years, attributing it to teacher excellence and high student demand for CTE programs.

Superintendent Torpey mentioned an upcoming field trip for the Middle College Steering Committee on November 12th to visit Skyline Middle College in San Bruno and Las Positas. He also noted planning efforts with the Faces of the Future program to pilot a Medical 2 clinical internship in partnership with Davis Street Clinic, ensuring consistent student opportunities and increased placements.

He highlighted student ambassador activities, noting that 140 students applied for 60 spots, with 73 selected for tours, leadership, and board opportunities.

XVI. Governing Board Reports

Trustee Austin Bruckner Carrillo, Hayward Unified School District Representative, expressed interest in tracking ROP student outcomes, including postsecondary education, career paths, and justice involvement, noting that such data would support advocacy and reinforce the program's value to colleagues.

Trustee Zachary Borja, San Leandro Unified School District Representative, suggested exploring private sector funding opportunities for ROP programs, including partnerships with employers and clinics, and highlighted the need for marketing improvements and research into strategies used by other districts.

Trustee Alicia Gonzalez, San Lorenzo Unified School District Representative, expressed appreciation for Trustee Campos' dedication to ROP and noted that his advocacy increased her own understanding of the program's impact. She reflected on her personal connection to ROP through her children's participation and highlighted the importance of board members sharing program information within their districts. Trustee Gonzalez suggested adding a dedicated agenda item for committee reports to improve communication and commended the ROP staff for their passion and resilience in supporting students during challenging times.

Trustee Lavender Whitaker, Castro Valley Unified School District Representative, shared her appreciation for the ROP program and its impact on the community, noting her personal connection as a non-traditional student from a lower socioeconomic background. She expressed gratitude for the program's support of students and highlighted the dedication of individuals she has worked with over the years, including Trustee Austin Bruckner Carrillo and Superintendent Torpey, emphasizing their advocacy and commitment to equity. Trustee Whitaker acknowledged the meaningful work of ROP staff and leadership, praising their passion, engagement, and positive influence on students and the community. She concluded by thanking everyone for their continued efforts and leadership in supporting ROP initiatives.

XVII. Recess to Closed Session

The meeting was called into closed session at 8:43 pm.

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

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

The meeting resumed to open session at 8:50 pm.

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

Board Trustee, Lavendar Whitaker, reported that no action was taken.

XIX. Adjournment

The meeting was adjourned at 8:50 pm.

Approved by the Eden Area ROP Governing Board _____.

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



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

CURRENT SITUATION

The bill warrants submitted for approval are for the period of September 19, 2025 through October 23, 2025 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



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

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal (On-Site)
SUBJECT: Request the Governing Board approve the Listed Donations-
Dave Sanlorenzo

BACKGROUND

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

CURRENT SITUATION

On September 25, 2025, Dave Sanlorenzo made a donation of brand-new electrical wire and EML conduit to the Construction Technology program.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Recycling Donations Received by the Eden Area ROP for the 2025-2026 School Year

BACKGROUND

From time to time, the Eden Area ROP programs and facility generate waste that can be recycled as opposed to ending up in landfill. It is paramount that any restrictions on the funding be respected, publicly acknowledged, and the budget developed based on those donor restrictions. Ed Code 41032 supports this, by stating that, "The governing board of any school district may accept on behalf of, and in the name of, the district gifts, donations, bequests, and devises that are made to the district or for the benefit of any school or college administered by the district. The gifts, donations, bequests, and devises may be made subject to conditions or restrictions that the governing board may prescribe."

CURRENT SITUATION

The Eden Area ROP works with three vendors to recycle its surplus waste.

1. Aaron Metals Company
25101 Clawiter Rd, Hayward, CA 94545
2. Sims Metal Management
30104 Industrial Pkwy SW, Hayward, CA 94544
3. Corporate eWaste Solutions
3602 Munster St. Bldg. 4, Units F-G, Hayward, CA 94545

During this fiscal year of 2025-2026, the Eden Area ROP estimates to receive a combined total of \$3,000 from the three recycling vendors.

CONSENT CALENDAR



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Laura Guajardo, Assistant Principal (Off-Site)
SUBJECT: Request the Governing Board approve the Advisory Committee Members

BACKGROUND

In accordance with the 11 Elements of High-Quality Career Technical Education, advisory committees are established to provide advice and support for all career technical education programs. Business, community, and industry partners provide expertise and advice to the Eden Area ROP and school district CTE staff. Partners provide insight regarding the current labor market and support course description updates to meet industry standards. They also provide feedback on the acquisition of new textbooks and classroom materials. The Eden Area ROP coordinates 20 separate advisories for its programs and JPA member districts, according to CDE designated industry sectors and pathways. The coordinated advisories foster collaboration among similar CTE programs and leverage the time of business partners to assist more than one program at a time.

CURRENT SITUATION

In accordance with the Carl D. Perkins Act, the Governing Board appoints advisory Committee members every year. A list of recommended advisory committee members is attached. Business, labor, and industry partners have signed a letter of commitment for this year's advisories.

PROGRAM	PROGRAM LOCATION
Automotive Collision and Refinishing	Center
Automotive Technology	Center, Castro Valley & San Leandro High Schools
Biotechnology	Castro Valley High School
Careers in Education	Center
Careers in Law, Forensics and Public Safety	Center & San Lorenzo High School
Construction Technology, Wood Technology	Center, Hayward & San Leandro High Schools
Culinary Science, Food & Nutrition; Agriculture (Farm to Fork)	Center & Castro Valley High School

Cybersecurity, ICT	Center & Castro Valley High School
Dental Assisting	Center
Engineering	Castro Valley, Arroyo & Hayward High Schools. Bret Harte Middle Schools
First Responder (Fire Science/EMT)	Center
Graphics	Mt. Eden, Tennyson, Castro Valley & San Leandro High Schools
Marketing, Entrepreneurship	Arroyo, Castro Valley, Mt. Eden, Hayward, Tennyson & San Leandro High Schools
Medical Careers	Center & Castro Valley High School
Photography, Advanced Photography	Castro Valley, Hayward, Mt. Eden, Tennyson, Arroyo, & San Lorenzo High Schools
Sports Medicine	Mt. Eden, Hayward, Tennyson, Arroyo & San Lorenzo High Schools
Theater	Hayward & Arroyo High Schools
Video Production	San Leandro & San Lorenzo High Schools
Welding Technology & Advanced Manufacturing	Center, Brenkwitz & San Leandro High School

CONSENT CALENDAR

EdenAreaROP

Advisory Members

Sector: Transportation
Pathway: Structural Repair & Refinishing
Instructor: Daniel Pareja (ROP)

Advisory Members

Name	Company
Kathy Mellow	TGIF Auto
Larry Arnold	San Leandro Upholstery
Jeovany Vargas	Popeyes Auto Collision

Sector: Transportation

Pathway: Systems Diagnostics, Service, and Repair

Instructor: David Espinoza (ROP), Todd O'Leary (ROP), Darren Rees (CV), Andy Shyers (SL), Mark Anthony Villanueva (ROP)

Advisory Members

Name	Company
John Bridgewater	Doral's Auto Repair
Timothy Owens	Manheim San Francisco Bay
Debra Edwards	Manheim San Francisco Bay
Carlos Jimenez	JJ Trucks
Michael Flocchini	AC Transit
Edgard Curiel	True Zero

Sector: Health Science & Medical Technology

Pathway: Biotechnology

Instructor: Lata Mistry (CV)

Advisory Members

Name	Company
Gary Howard	Gladstone Institute
Haiying Zhou	Arcus Biosciences
Lauren Neves	10x Genomics
Thomas Maciel Lester	Audentes Therapeutics
Ned King-Kovach	Elegen

EdenAreaROP

Advisory Members

Sector: Education, Child Development, and Family Services

Pathway: Education

Instructor: Dr. Erika Emery (ROP)

Advisory Members

Name	Company
Deidra Daniels	Lots of Love Childcare Center
Layla Jacks	Redwood Forest Preschool
Denise Williams-West	Jefferson Elementary School
Rachel Vatannia	ACOE

EdenAreaROP

Advisory Members

Sector: Public Services

Pathway: Public Safety

Instructor: Jim Kanhai (ROP)/ Michael O' Connell (SLZ)

Advisory Members

Name	Company
Lt. Robert McManus	San Leandro Police Department
Sony Nathaniel	Nema Health
Mary Marquez	Hayward Police Department
Sgt. Ruben Pola	Alameda County Sheriff's Office
Dr. Michelle Ribby	CSU East Bay
Miguel Llamas	BART Police

EdenAreaROP

Advisory Members

Sector: Building & Construction Trades

Pathway: Residential and Commercial Construction
Cabinetry, Millwork, and Woodworking

Teacher: Jose Lopez (ROP), Michael Raytis (SL), Raymond Hothan (HAY)

Advisory Members

Name	Company
Jaime Mather	CTWI- Construction Trades Workforce Initiative
Dominiq Laird	Low Voltage Security
Kristin Anderson	Eric F. Anderson INC.
Israel Avila	Norcal Carpenters
Jason Peralez	Norcal Carpenters

EdenAreaROP

Advisory Members

Sector: Hospitality, Tourism & Recreation
Pathway: Food Science, Dietetics & Nutrition
Instructor: Amanda Rose (ROP), Vicki Gilmour (CV), Rupika Malik (HAY)

Advisory Members

Name	Company
Dawn Deardof	Aurora Catering
Lamont Perriman	Montperi Catering and Events
Alejandro Gamarra	Casa Del Toro
Max Soto	Max Cakes

Sector: Information and Communications Technologies
Pathway: Networking and Information Support and Services
Instructor: Edwin Kang (ROP), Louis Stanley (CV)

Advisory Members

Name	Company
Nathaniel Roush	City of Hayward
Gaspar Modelo-Howard	Palo Alto Networks, Inc.
Kristi Belcher	Lawrence Livermore National Laboratory
Sameer Pandya	CMIT Solutions

EdenAreaROP

Advisory Members

Sector: Health Science and Medical Technology
Pathway: Patient Care (Dental)
Instructor: Anissa Barrot (ROP)

Advisory Members

Name	Company
Mayra Apodaca RDA	Dr. Denise Bass-Allen
Susan So MD	Castro Valley Orthodontics
Claire Latin	Enamel Creations
Daisy Garcia	Newbury Dental
Laurie Averill	Enamel Creations
Dr. Del Rio	Del Rio Studio
Dr. Hummer	Private Practice
Dr. Hipolito	San Leandro Pediatric
Dr. Donato	La Clinica Dental Union City
Dr. Kazi	Lewelling Dental Care

EdenAreaROP

Advisory Members

Sector: Engineering and Architecture
Pathway: Engineering Design
Instructor: Lisa Holmes (CV), Jessica Porter (CV), Ian Lockey (HAY), Edgar Monroy (Bret Harte), Eveline Elwood (Bret Harte), James Madden (ARR), Tawana Guillaume (SL)

Advisory Members

Name	Company
Justin Brue	Diablo Engineering Group

EdenAreaROP

Advisory Members

Sector: Public Services

Pathway: Emergency Response

Instructor: Captain John Peters (ROP)

Advisory Members

Name	Company
Jessie Adams	FALCK – NorCal
Martin Barbano	Hayward Fire Department

EdenAreaROP

Advisory Members

Sector:	Arts, Media and Entertainment
Pathway:	Design, Visual, and Media Arts
Instructor:	Cameron Greenfield (CV), Larry Lavendel (MTE), Judy Okolie (TEN), Martin Alvarado (SL)

Advisory Members

Name	Company
Jay King	JK Marketing Group
Molly McCoy	Molly McCoy Graphic Design
Goldy Bardin	Google
Kevin Pina	CSUEB
Jade Le	Lemonade 510



EdenAreaROP

Advisory Members

Sector: Marketing, Sales and Services

Pathway: Marketing & Entrepreneurship/Self Employment

Instructor: Maria Luisa Fuller (TEN), Max Goldin (HAY), Aaron Rosas (MTE), Christina Charlton (ARR), Laura Jagroop (SL), Byron Thompson (CV)

Advisory Members

Name	Company
Ryan Cahill	Meet Ryan Cahill
Alyssa Villanueva	Ghirardelli Chocolates
Farah Raja	Deloitte
Franco Gonzalez	1 st United Credit Union
David Lopez	San Francisco Bay University
Moises Rosales	Goat on the Lens
Fahmi Sequeira	Fiesta Photbooth

EdenAreaROP

Advisory Members

Sector: Health Science & Medical Technology

Pathway: Patient Care, Health Care Administrative Services

Instructor: Heather Bystrom (ROP), Dr. Julio Alfaro (ROP), Sue Anderson (CV),
Mikel Jackson (ROP), Lea Newmerzhycky (ROP)

Advisory Members

Name	Company
Claret Presley	Sutter Health
Cecilia Nguyen	Epic Care
Karen D. Wilson	Kaiser Permanente School of Allied Health Services

EdenAreaROP

Advisory Members

Sector: Arts, Media, and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Karissa Robinette (CV), Mark Koehler (HAY), David Gurley (MTE),
Jeff Baughman (ARR), Ken Gossett (SLZ), Julianne Clark (TEN)

Advisory Members

Name	Company
Benjamin Krantz	Ben Katz Studio
Frazer Bradshaw	Freelance

EdenAreaROP

Advisory Members

Sector: Health Science & Medical Technology
Pathway: Patient Care [Sports Medicine]
Instructor: Ezenwanyi Precious Osakwe (MTE), Quiana Wilson (HAY), Kris Bernard (ARR/SLZ), Nathalie Covarrubias (TEN)

Advisory Members

Name	Company
Dakarea Pierson	Certified Personal Trainer
Cedric Stewart	The Function Chiropractic & Wellness
Shawn Jenkins	Stockton Sports Performance

EdenAreaROP

Advisory Members

Sector: Arts, Media, and Entertainment

Pathway: Performing Arts

Instructor: Tavis Kammet (HAY), Jennifer Dreyfus (ARR)

Advisory Members

Name	Company
Edward Hightower	Independent Actor
Eric Kupers	CSU East Bay Theater and Dance Dept.
Karin Richy	Plethos Theater
Monica Dominguez	Dance Live Dream Center

EdenAreaROP

Advisory Members

Sector: Arts, Media and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Tony Farley (SL), Lance McVay (SLZ), Kevin Johnson (SLZ), Amanda Mydral (SL)

Advisory Members

Name	Company
Alex Haynes	Google
Rey Godoy	Second Mortgage Films LLC
Alexa Rocero	Freelance Producer

EdenAreaROP

Advisory Members

Sector: Manufacturing & Product Development
Pathway: Welding & Materials Joining and Product Innovation and Design
Instructor: Barbara Juarez (ROP), Amy Lindahl (BRK)

Advisory Members

Name	Company
David Vetrano	Chabot College
Louis Quindlen	Laney College
Henry Funcke	Sheet Metal Workers



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Receipt of the Workability I Program Funds

BACKGROUND

The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2025-2026 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Community Access Training for Transition (CATT) Program and the Merchandising Occupations Program. These programs find employment and provide training for students with disabilities to enter the workforce.

CURRENT SITUATION

This year the Eden Area ROP re-applied in a competitive process and has been recommended by CDE to receive funding in the amount of \$82,440.

CONSENT CALENDAR

Grant Award Notification


GRANTEE NAME AND ADDRESS Blaine Torpey, Superintendent Eden Area Regional Occupational Program 26316 Hesperian Boulevard Hayward, CA 94545				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				25	23011	74013	W0
Attention Blaine Torpey, Superintendent				INDEX		County Code	
Email btorpey@edenrop.org				0663		01	
Telephone 510-293-2900				STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code	
Program Office				6520		8590	
Name of Grant Program 2025–26 WorkAbility I Program—025							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$82,440		\$82,440		7/01/2025	6/30/2026	
ALN	Federal Award ID Number	Federal Grant Name				Federal Agency	

I am pleased to inform you that you have been funded for the Workability I (WAI) Program.

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

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

Please email the signed Grant Award Notification (AO-400) to Workability1@cde.ca.gov.

California Department of Education Contact Howard Holcomb			Job Title Education Programs Consultant			
E-mail Address Hholcomb@cde.ca.gov			Telephone 916-982-2251			
Authorized by the State Superintendent of Public Instruction or Designee 			Date September 19, 2025			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>						
Printed Name of Authorized Agent			Title			
E-mail Address			Telephone			
Signature 			Date			

Conditions of the Grant Award

1. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE 2025–26 General Assurances web page at <https://www.cde.ca.gov/fg/fo/fm/generalassurances2025-26.asp> prior to initial grant award payment.
2. This WAI grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act and in compliance with laws and regulations from the CDE, the Employment Development Department, and the state and federal Departments of Labor.
3. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400), which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed hard-copy AO-400 to the CDE. All approved grant funds must be expended within the designated award period.
4. Grant funds must be used to implement the WAI Program as indicated in the approved project plan and consistent with California *Education Code (EC)* Section 56471(e): “Workability project applications shall include, but are not limited to, the following elements: (1) recruitment, (2) assessment, (3) counseling, (4) preemployment skills training, (5) vocational training, (6) student wages for try-out employment, (7) placement in unsubsidized employment, (8) other assistance with transition to a quality adult life, and (9) utilization of an interdisciplinary advisory committee to enhance project goals.”
5. The following program evaluation and renewal information will be compiled and submitted by the WAI grantee to the CDE by the required due dates: (a) student data, (b) program funds (staffing and program cost), (c) Annual Program Report, (d) Grant Funding Application, and (e) Annual Program Requirements Report.
6. WAI grantees must complete and submit all required WAI forms in the WAI database or to the CDE or both by the due date. If the grantee does not meet timely submission of forms for the fiscal year, the grantee will be placed on conditional status.
7. WAI grantees must serve all students for which funding was received.
8. WAI grantees must place into employment at least 15 percent of the students for which funding was received.
9. The WAI grantees must achieve a score of “Basic/Developing” (a numerical score of no less than nine for high schools and no less than seven for middle schools) on the Annual Program Requirements Report submission. If the grantee does not score the minimum requirements, the grantee will be placed on conditional status.
10. Grantees must have representation by their WAI Program staff at two regional meetings and one required state meeting per year.
11. If a WAI Grantee receives WAI Advisory Committee and standing committee funds per *EC* 56471(b), then attendance by Advisory and committee members is required at up to four committee meetings per year. If the WAI Advisory Committee member will not attend, a designee needs to attend in their place. All WAI Advisory meetings are subject to the Bagley-Keene Act and are hosted by the CDE in person or virtually. Meetings are subject to state safety protocols and can be conducted virtually.
12. The WAI Grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.
13. The WAI Grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2026**, for reporting actual expenditures from **July 1, 2025, through December 31, 2025**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced.

proportionately.

14. The WAI Grantee must submit to the CDE a **Final Expenditure Report** no later than **August 10, 2026**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will affect the timely release of next year's payment and will result in conditions imposed on the grant.
15. Funds will be used for the excess cost of normal expenditures when applied to staff, materials, and services that are not typically provided to students receiving special education services and that are necessary for the participation in this program.
16. The WAI grantee will provide information to WAI students with intellectual and developmental disabilities ages sixteen and above regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.
17. Every employed WAI student under the age of eighteen shall have an approved work permit on file at the employment site, and a copy shall be filed with the WAI grantee.
18. Work-based learning opportunities must be provided in compliance with the Work Experience Education Regional Occupational Center and Programs.
19. The WAI program does not discriminate on the basis of race, color, national or ethnic origin, gender, or disability in the administration of its program and complies with all laws and regulations of the Americans with Disabilities Act and other applicable legislation.
20. The WAI grantee shall be accountable as defined by student, program, and fiscal outcomes.
21. Students who participate in the WAI work experience program will be paid at least minimum wage. There is an exception for learners who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.
22. Minimum wage will not exceed the prevailing minimum wage of the city in which the student is employed.
23. All WAI students will be placed into employment settings that are in the least restrictive environment and that facilitate movement toward post-school integrated employment.
24. The WAI grantee will enter and participate in a Local Partnership Agreement with core partners (local educational agencies, Department of Rehabilitation districts, and Regional Centers) and be prepared to submit to the CDE documentation of the Local Partnership Agreement upon request.
25. The WAI Grantee will provide to the CDE an On-Campus Business Plan for proposed on-campus student businesses that provide students enrolled in the WAI program with on-campus placement opportunities.
26. Under authority of the CDE, if the grantee is identified as noncompliant in any of the aforementioned areas, conditions will be imposed on the grant. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Grantees with violations will receive notification of conditions on their grant and will be instructed to develop a plan of action to remedy the noncompliance. No payments will be released to agencies with conditions on their grant until the CDE receives written notification from the agency agreeing to the conditions of the grant.

If you have any fiscal questions regarding this grant, please contact the CDE WAI Team at Workability1@cde.ca.gov. If you would like to inquire about the status of a payment, please contact the Administrative Services Unit at SEDGrants@cde.ca.gov and copy the WAI Team at Workability1@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report



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

BACKGROUND

In September 2023, the Eden Area ROP applied for a grant through the California Air Resources Board to develop a high school Zero-Emission Vehicle Training Program. This program will create a Zero-Emission Vehicle 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 Governing Board approved the original agreement on June 7, 2024, and later approved the first amendment on June 6, 2025.

The agreement with the California Air Resources Board will provide the Eden Area ROP \$1,402,524.95 to develop the Zero-Emission Vehicle 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 in Fall 2025.

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

The amendment modifies the approved budget.

CONSENT CALENDAR

GRANT AGREEMENT COVER SHEET

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 I – Budget Summary

~~Exhibit B, Attachment II – Project Tasks~~

Exhibit B, Attachment III – Project Milestones

Exhibit B, Attachment IV – Key Project Personnel

Exhibit C – Fiscal Year 2021-22 Funding Plan

Exhibit D – Grant Solicitation

Exhibit E – Grantee Application Package

~~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.~~

The purpose of amendment No. 2 is to update Exhibit A – Grant Agreement Terms and Conditions and update Exhibit B – Statement of Work. This amendment also adjusts CARB funds in Exhibit B, Attachment I – Budget Summary. Additionally, this amendment removes Exhibit B, Attachment II – Project Tasks, and provides updates to Exhibit B, Attachment III – Project Milestones; and Exhibit B, Attachment IV - Key Project Personnel.

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, <u>Acquisitions</u>	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 STATUTE 2021 SB 129
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50013 FISCAL YEAR (FUND) 2021 (\$1,402,524.95)

<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>	
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A	DATE

Grant Agreement

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



EXHIBIT A

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

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

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-01-12

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.

~~The purpose of amendment No. 2 is to update Exhibit A, Grant Agreement Terms and Conditions, adjust CARB Funds in Exhibit B, Attachment I, remove Exhibit B, Attachment II, and update Descriptions, Deliverables, and CARB Funds in Exhibit B, newly renumbered Attachment III.~~ The purpose of amendment No. 2 is to update Exhibit A - Grant Agreement Terms and Conditions and update Exhibit B- Statement of Work. This amendment, and to also adjust CARB funds in Exhibit B, Attachment I - Budget Summary. Additionally, this amendment removes removing Exhibit B, Attachment II - Project Tasks, and providesing updates to to Exhibit B, Statement of Work, Exhibit B, Attachment III - Project Milestones; and Exhibit B, Attachment IV - Key Project Personnel.

- 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-~~II~~: Project Milestones
 - 4) Attachment IV-~~III~~: Key Project Personnel
 - v. Exhibit D: Request for Proposals – Grant Solicitation (RFP) for which the Grantee's Application was received
 - vi. Exhibit E: Grantee Application Package

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

Exhibit A₇ - Grant Agreement Terms and Conditions
Grant Number: G21-AEVS-01-12

canceled sooner per the terms of this Grant Agreement. Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties.

- b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft final Status Report to the CARB Project Liaison no later than **March 1, 2026**, pursuant to Section 9 of this Grant Agreement. Grantee's performance shall be deemed complete on the date CARB approves the final Status Report. A final request for payment and final Status Report must be received by CARB no later than **April 1, 2026** (See Section 9 of this Grant Agreement for additional details).
- c. **Termination**
- i. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by Grantor upon providing thirty (30) days advance written notice.
 - ii. **Termination for Cause by Grantee.** Upon providing thirty (30) days advance written notice to Grantor, this Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement.
 - iii. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of the Grantee Recipients (partners, consultants, contractors, or sub-grantees or technical Grantees) have breached any of the terms or conditions of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, contractors, subcontractors, affiliates, consultants or any of the Grant Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third-party beneficiary.
- 1) **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:
- 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

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these timelines.

- c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - d) Misuse of Grant Funds.
 - e) Funding of ineligible activities or other items.
 - f) Exceeding the allowable Grant Fund.
 - g) Insufficient, incomplete, or faulty documentation.
 - h) Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
 - i) Poor performance as determined by a review or fiscal audit.
- 2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
- a) Within fourteen (14) days of any request, timely develop and implement a corrective action plan.
 - b) Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, Grant Recipients, and employees to immediately cease all work and spending.
- iv. 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 **ten (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 **forty-five (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 Ownership Section, owned by, or in the possession or control of, the Grantee;

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- 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 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 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

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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.

- 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

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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 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.

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- 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 outreach materials, such as activities, timelines, materials, webpages, and participant surveys.
 - 2) Work with community-based organizations (CBOs) to conduct

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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 section, and any remaining Grant Funds 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,

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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 remaining Grant Funds, Project Information Resources, and Project Equipment in accordance with the Transition of Funds, Data, and Property Section to CARB in a form, format and at a time acceptable to CARB.
- 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).

6. FISCAL ADMINISTRATION

a. Budget

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

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- v. Subject to prior written approval from CARB, Budget line-item shifts of up to ten percent (10%) of the Grant Funds may be made during the Term, provided such shifts are made by written Amendment to the Grant Agreement. Line-item shifts may be proposed by either Grantor or the Grantee and must not increase or decrease the total amount of the Grant Funds. All line-item shifts must be consistent with Exhibit B (Attachment I = Budget Summary, Attachment II = Project Tasks, and Attachment III = Project Milestones). **Line-item shifts in the Budget Summary (Exhibit B, Attachment I) totaling more than ten percent (10%) of the total Grant Funds over the life of the Grant, or that increase or decrease the total Grant Funds, require a formal Amendment to the Grant. Line-item shifts totaling up to and including ten percent (10%) of the total Grant Funds over the life of the Grant may be made with prior written approval from CARB. Line-item shifts may be proposed by either the State or the Grantee. If the Grant is formally amended, all line-item shifts must be included in the Amendment.**

b. **Project Funding**

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

- 1) Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in this Section 6. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to CARB a Grant Disbursement Request Form (Form MSCD/ISB-90), a Status Report, demonstration of completion of milestones stipulated in Exhibit B, Attachment III ~~H~~, 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 ~~H~~ (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 grants@arb.ca.gov, with a CC to the CARB Project liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's

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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.
- 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 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

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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 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,

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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**

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

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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 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 (2) 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

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services must meet all the requirements described in this Grant and must be documented in the Status Reports to CARB.

f. Advance Payments

- i. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support Program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.
- ii. -Grantee agrees that this Grant Agreement and all advance payment requests will comply with Government Code 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.).
- 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. Requirements:

For any advance payment request, all of the following requirements apply and must be met:

- a) Only CARB shall authorize an advance payment, and all such approvals fall within the sole discretion of CARB.
- b) CARB shall prioritize advance pay to qualifying recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.
- c) The advance pay shall not exceed twenty-five percent (25%) of the total Grant amount or contract awarded to that qualifying recipient. At CARB's sole and absolute discretion, the advance pay may exceed the twenty-five percent (25%) limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying recipient provides sufficient justification and documentation for that larger advance.
- d) CARB shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying recipient's workplan and written justification.
- e) Grantee shall:

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- 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.
- 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, 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), developed in a form and manner specified by CARB.
- 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 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 Grantee shall report interest earned on the advance payment to CARB. The Grantee's account shall be in the 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.

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- 8) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grantee or subrecipient. Further advance payments may be made if a Grantee 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 thirty (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.
- 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) -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."
- 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

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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:~~

~~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

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procedures will be sufficient to permit tracing of all Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State or federal law or this Grant Agreement. Grantee further agrees that it will use generally accepted accounting principles.

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

h. Earned Interest

- i. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
 - 1) Interest earned by the Grantee must be reported to CARB. All interest income must be returned to CARB or reinvested in the Program in a manner approved by CARB in writing. The Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds.
 - 2) The Grantee must maintain accurate and complete accounting records (e.g., general ledger) that tracks interest earned and expended on Grant Funds, as follows:
 - a) The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
 - b) The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - c) The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - d) Earned interest must be fully expended by March 1, 2026.
- 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

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must be retained for a minimum of five (5) years after the interest has been expended.

- iii. The above documentation must be provided to CARB in the quarterly Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply with all such requests.

i. Additional Remedies for Non-Compliance

- i. Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, without limiting its other remedies, CARB is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.
- ii. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with Exhibit B (Statement of Work), with this Grant Agreement or with applicable federal, State and local air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges, and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation or termination of the Grant Agreement, whichever occurs later.
- iii. **Liquidated Damages**
 - a) If CARB determines, within its sole and absolute discretion, that Grantee is in breach or has breached this Grant Agreement, then Grantee, immediately upon demand, shall pay CARB, as liquidated damages, the full amount of all Grant Funds previously paid to Grantee to date.
 - b) The Parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause Grantor irreparable, serious, or substantial harm or

damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

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

7. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

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

8. PROJECT MONITORING

a. Meetings

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

b. Technical Monitoring

- i. Any changes in the scope or schedule for the Project shall require the prior written approval of the authorized representatives of CARB (e.g., Project Liaison) and will require a formal Grant Amendment.
- ii. The Grantee shall notify the CARB Project Liaison immediately in writing if any circumstances arise (technical, economic, or otherwise)

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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~~).

- iii. In addition to Status Reports (see Section 9 of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.
- iv. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and will require a formal Grant Amendment.

9. REPORTING

a. Quarterly Status Reports

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

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

- iii. The Grantee must provide Status Reports to CARB detailing Project

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activity including the status of the Project, status of funds, and current issues. Status Reports shall contain, at a minimum:

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

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disadvantaged communities).

3. Race/ethnicity of trainees/participants.
4. Number of trainees/participants in training program, and total hours of training provided.
5. Number of trainees/participants completing training program (including number of certifications received).

15) Program benefits reporting:

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

16) Program participant reporting:

1. Participant's level of satisfaction in their preparation for zero-emission vehicle industry jobs and careers provided by the zero-emission vehicle education and training program curriculum.
2. Participant's level of satisfaction with services provided, including increased access to potential economic opportunities. (For example: improved outcomes over program expenses or investments, willingness to recommend the program to others).
3. Participant's level of satisfaction with accessibility and ease of training program.
4. Portal or other resources for existing trainees to provide their experiences and feedback loops to ensure changes to programs are made over time to best meet needs and boost new student recruitment.

- iv. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Status

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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 ~~H~~.
- 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 ~~H~~).

b. Final Status Report

- i. The Grantee must submit an ADA-compliant draft final Status Report to CARB when the Project is complete or no later than sixty (60) days before the expiration of the Term, whichever occurs sooner.
- ii. The draft final Status Report must include, at a minimum:
 - 1) Total fund expenditures documentation (including but not limited to Grant funds, match, and in-kind funds).
 - 2) Expenditures in detail to date and for the period between the last quarterly Status Report and the final Status Report.
 - 3) Status of the Project.
 - 4) Implementation challenges.
 - 5) Recommendations for potential Program improvements.
 - 6) Summary of the Project as a whole from inception through the end of the Grant term, including project and community background, partnerships, and funding sources.
 - 7) Table and narrative summary of all funded tasks.
 - 8) Data collected from education and training programs, and participants compiled from all quarterly Status Reports and project data reports.
 - 9) Assessments of participant evaluations, including the results of any pre- and post-surveys conducted.
 - 10) Changes in participant knowledge and training of zero-emission vehicle technologies and pathways to jobs.

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- 11) Description of community engagement, outreach, and educational efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
 - 12) Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
 - 13) Accounting records, including expenditure information, and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
 - 14) Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities.
 - 15) A consolidated list of subcontractors funded in whole or in part by the Grantee, in-kind contributions, and partnerships. Include the name, address, concise statement of work done, period, and value of each.
 - 16) Other data and analysis as mutually agreed upon between the Grantee and the CARB.
- iii. The draft Status Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Status Report must meet the requirements specified in this Grant. Upon approval of the draft final Status Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) final Status Report (inclusive of all supporting documentation), plus an electronic version of same.
- iv. The final Status Report must also contain the same signed statement set out in Section 9, Part a. Quarterly Status Reports, Subpart ii.) above.

v. **California Climate Investments Reports**

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

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

format requested by CARB.

California Climate Investments reporting periods and deadlines:

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

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

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

10. OVERSIGHT AND ACCOUNTABILITY

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

11. PROJECT RECORDS

- a. Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee, financial and Program records ("Project Records").
- b. Grantee shall:
 - i. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five (5) years. Upon completion of the required record-retention period, the Grantee must submit all Project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved

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based on prior written concurrence from CARB.

- ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under this Grant Agreement.
 - iii. Develop a systematic process and schedule to back-up Project database(s) each day, at a minimum.
 - iv. Develop and enforce security measures to safeguard Project database(s).
 - v. Provide data updates to CARB upon request, which could include all Project records.
 - vi. Provide periodic data summaries to CARB.
 - vii. Provide quarterly Status Reports to CARB detailing the status of the Project, the anticipated reports to be issued, and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB.
 - viii. Where necessary as solely determined by CARB, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
 - ix. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment, and infrastructure.
- c. The Grantee shall retain a combined file for the Project containing:
- i. Original executed copy of the Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
 - ii. Copies of Grantee's Grant Disbursement Request Forms and backup documentation.
 - iii. Documentation of earned interest generation and expenditure (see Section 6 and Section 7 for more information).
 - iv. Communications between CARB and the Grantee, communications between the subgrantee and the Grantee, and communications between CARB and the subgrantees.
 - v. Copies of all deliverables.

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- vi. Copies of any decision that CARB has made in support of the Project such as minor changes in project scope, changes in timeline, or line-item shifts.
 - vii. Data that has been collected during the implementation of the Project from the Fiscal Year 2021-22 Program solicitation.
 - viii. Any documents, files or webpages that have been created to support the outreach of Program.
 - ix. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
 - x. Establish an official file for Program which shall adequately document all significant actions relative to the project.
 - xi. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of Grantee.
- d. All Project records must be retained for a period of five (5) years after termination or expiration of the Grant, whichever occurs first. Upon completion of the fifth (5th) year of record retention, the Grantee shall submit all remaining Project records to CARB that have not previously been requested or turned over to CARB. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- e. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

12. 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.

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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

"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.

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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. Copyleft License.
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.

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

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. -Unauthorized use of 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 , Resource Entities, or Grant Recipients 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. -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. In the performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
 - 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, - 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

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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. -All of the persons and entities listed in the subsection above must adhere to all CARB confidentiality, disclosure, and privacy policies.
- v. -Grantee must sign all non-disclosure and confidentiality agreements provided by CARB and shall require its Resource Entities and Grant Recipients 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 omission of Grantee or any of its Resource Entities 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 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

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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, § 1798, et seq.);
 - b) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
 - c) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and Grantee's plan to correct any negative findings shall be made available to the CARB upon request;
 - d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the CARB upon request; and
 - e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic

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Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

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.

- 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 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.

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- 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 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. 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."
- 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 - In the case of the Grantee's utilization of Resource Entities to complete any part of the Grant scope of work, the Grantee shall include all Resource Entities as insureds under the Grantee's insurance or supply

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evidence of the 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 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.
 - b. **Automobile Liability** - If the entity will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The entity shall maintain motor vehicle liability with limits of not less than \$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 entity must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant.

- c. **Workers Compensation and Employers Liability** - The entity shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000.00 per claim are required.

The entity shall notify CARB in writing if they have no employees, or are otherwise exempt from worker's compensation, and

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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 \$1,000,000.00 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:

- 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:

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- 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 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

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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 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

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interest in receiving any funds under this Grant Agreement in the event such funds are not designated or legislatively appropriated.

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- f. **Compliance with Law.** The Grantee agrees that it will, at all times, comply with, and require its Resource Entities 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.

- g. **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 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.

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- 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.

h. Notice.

- i. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - 1) By delivery in person.
 - 2) By certified U.S. mail, return receipt requested, postage prepaid.
 - 3) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - 4) By electronic means.
- ii. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one (1) business day after

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the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4 of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

- i. **Disputes.** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
- j. **Alternative Enforcement.** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.
- k. **Environmental Justice.** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, State, and federal law.
- l. **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

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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.
- m. **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.
- n. **Electric Vehicle Charging Infrastructure and Equipment Installation.** Prior to executing sub-Grant agreements, Grantee must ensure the following requirements are included in all subgrantee agreements and or other agreements pursuant to this Grant:
 - i. Prior to authorizing work, a subgrantee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
 - 1) An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-Grantee's authorized representative; and
 - 2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
 - ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
 - iii. Prior to remitting payment to a subgrantee, Grantee is responsible

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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.
- o. **Electric Vehicle Charger Uptime.** Grantee shall ensure that they, and any and all of their Resource Entities and Grant Recipients 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 Grant Fund receipt or use and as a condition of participation in the Program. Uptime recordkeeping and reporting standards will apply for a minimum of six (6) years, unless the California Energy Commission decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs or EVCSs installed at residential real property containing four (4) or fewer dwelling units. This section shall remain in effect until January 1, 2035.
- p. **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 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 employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, Resource Entities, or Grant Recipients. 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

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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 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. Grant Recipient and other third party agreements 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

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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.
- q. **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 Grant Recipients, including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.
- r. **Independent Actor.** The Grantee, its Resource Entities and 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.
- s. **Nondiscrimination.**
- i. During the performance of this Grant Agreement, the Grantee and its Resource Entities and Grant Recipients shall not unlawfully discriminate, 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, 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. 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

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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 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

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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 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.
- t. **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.
- u. **Third Party Beneficiaries.** 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.

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- v. **Third Party Agreements, Required Terms.** All Grants, subgrants, technical Grants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any third-party using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):
- i. Conflict of interest. By entering into this Grant, award, voucher, 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

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representative the requested amount within sixty (60) days from the date of issuance of said notice.

- iv. Separate Accounts. If Recipient has received any funds as a Grant or subgrant pursuant to a Grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues, Grants, donations, or resources except where expressly authorized in 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

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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.

- 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 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.
- w. **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.
- x. **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 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 **(1)** 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.
- 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

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CalEnviroScreen 4.0.- The identified disadvantaged community census tracts are available at: <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.
- 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. **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:

Exhibit A, - Grant Agreement Terms and Conditions
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- 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-~~H~~: Project Milestones
 - 4) Attachment IV-~~H~~: Key Project Personnel
- v. Exhibit D: Grant Solicitation
- vi. Exhibit E: Grantee Application Package
- 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-~~H~~: Project Milestones
- 4) Attachment IV-~~HH~~: 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 <u>\$85,308.76</u>	\$ -	\$ 2,015.22
3	6, 7	\$ 68,404.44	\$ -	\$ 2,015.22
4	8, 11	\$ 22,204.00 <u>\$13,779.31</u>	\$ -	\$ 2,015.22
5	9, 13	\$ 110,852.80 <u>\$88,847.00</u>	\$ -	\$ 2,290.03
6	14	\$ 35,945.80 <u>\$6,422.70</u>	\$ -	\$ 1,511.42
7	15	\$ 35,945.80 <u>\$400,000.27</u>	\$ -	\$ 1,511.42
8	16	\$ 270,867.60 <u>\$7,614.00</u>	\$ -	\$ 1,511.42
9	10, 17, 18, 19, 20	\$ 270,867.60 <u>\$245,213.12</u>	\$ -	\$ 4,809.06
10	22	\$ 30,942.80 <u>\$10,376.69</u>	\$ -	\$ 1,007.61
11	23	\$ 19,987.60 <u>\$3,000.00</u>	\$ -	\$ 1,007.61
12	24	\$ 55,108.40 <u>\$91,823.12</u>	\$ -	\$ 503.81
13	12, 21, 25, 26, 27, 28, 29, 30, 31, 37, 38, 40	\$ 55,108.40 <u>\$93,023.12</u>	\$ -	\$ 12,686.76

Milestone	Task	CARB Funds	Match Funds	
			Cash	In-Kind
14	32	\$ 61,661.70 \$106,312.15	\$ -	\$ 503.81
15	43	\$ 61,661.70 \$46,720.75	\$ -	\$ 503.81
16	35	\$ 19,987.60 \$10,439.95	\$ -	\$ 1,007.61
17	34	\$ 110,216.80 \$83,974.32	\$ -	\$ 1,007.61
18	33, 36, 39, 41, 42, 44, 45, 46, 47, 48	\$ 51,767.60 \$32,583.90	\$ -	\$ 11,175.34
19	49	\$ -	\$ -	\$ 1,282.42
Subtotal		\$ 1,402,524.95	\$ -	\$ 51,663.04
Grand Total		\$ 1,402,524.95	\$	51,663.04

Exhibit B, Attachment H – 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	9/16/2024	9/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,282.42
2	Hire staff, onboard for EAROP and ZEV Project	8/15/2024	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	10/1/2024	10/31/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
4	Curriculum Development: Module 1- Safety Training	9/15/2024	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 h. Curriculum Development Invoice	\$ 112,312.96	\$ -	\$ 1,007.61
5	Review Meeting 2	11/1/2024	11/30/2024	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
6	Curriculum Planning: Develop A-G Timeline, Course Description, Course Outline	10/15/2024	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	12/1/2024	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
11	Review Meeting 4	1/1/2025	1/30/2024	1. Meeting Agenda	\$	\$	\$ 1,007.61
13	Curriculum Development: Module 2- Vehicle Technologies	12/15/2024	3/15/2025	2. Draft Module 2 Vehicle Technologies a. Unit Maps	\$ 110,852.80	\$	\$ 1,007.61

Exhibit B, Attachment II Project Tasks
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Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice			
9	Prepare Quarterly Status Report 1	10/15/2024	10/15/2024	1. Submit Quarterly Status Report 1	\$	\$	\$ 1,282.42
14	Facility Modifications: Prepare existing automotive shop.	10/1/2024	3/1/2025	1. Prepare existing instructional space and shop for ZEV a. Facility Modification Plan b. Photos of existing facility	\$ 35,945.80	\$	\$ 1,511.42
15	Facility Modifications: Upgrade existing automotive shop.	3/1/2025	7/1/2025	Facilities Modification Invoice and photos	\$ 35,945.80	\$	\$ 1,511.42
16	Procure Equipment Initiation: Instructional materials, classroom equipment, safety kits	10/1/2024	4/1/2025	Develop Instructional Material and Equipment Plan	\$ 270,867.60	\$	\$ 1,511.42
17	Procure Equipment Completion: Instructional materials, classroom equipment, safety kits	2/1/2025	7/1/2025	1. Fulfill instructional material needs b. Equipment and Material invoices c. Delivery Confirmation d. Asset Inventory for items over \$500.00 e. Photos of equipment	\$ 270,867.60	\$	\$ 503.81

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				f. Photos of safety kits g. Procure Equipment Invoice			
18	Review Meeting 5	2/1/2025	2/28/2025	1. Meeting Agenda	\$-----	\$-----	\$ 1,007.61
19	Review Meeting 6	3/1/2025	3/30/2025	1. Meeting Agenda	\$-----	\$-----	\$ 1,007.61
10	Prepare CA Climate Investment Report 1	12/15/2024	12/15/2024	1. Submit CA Climate Investment Report 1	\$-----	\$-----	\$ 1,282.42
20	Review Meeting 7	4/1/2025	4/30/2025	1. Meeting Agenda	\$-----	\$-----	\$ 1,007.61
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
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	\$ 19,987.60	\$-----	\$ 1,007.61

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

Exhibit B, Attachment II Project Tasks
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Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
30	Prepare Quarterly Status Report 4	7/15/2025	7/15/2025	1. Submit Quarterly Status Report 4	\$-----	\$-----	\$ 1,282.42
40	Review Meeting 14	11/1/2025	11/30/2025	1. Meeting Agenda	\$-----	\$-----	\$ 1,007.61
32	Pilot Class: 1st Round Cohorts enrolled and participating in HS ZEV Training Program	8/13/2025	12/22/2025	1. Pilot Class Initiation a. Course Description and Outline b. Sample Unit Plan c. Sample Lesson Plan d. Sample of student work e. EAROP Master Schedule	\$ 61,661.70	\$-----	\$ 503.81
43	Pilot Class: 1st Round Cohorts complete HS ZEV Training Program	12/22/2025	3/1/2026	1. Pilot Class Completion a. Pathway Profile b. Rosters c. WBL Photos d. Class Photos e. Pilot Class Invoice	\$ 61,661.70	\$-----	\$ 503.81
35	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,	\$ 19,987.60	\$-----	\$ 1,007.61

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				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 1. Draft Module 4 Infrastructure			
34	Curriculum Development: Module 4 Infrastructure	8/13/2025	12/22/2025	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

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
36	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
33	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	\$	\$	\$ 1,007.61

Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
						Cash	In-Kind
				Forms) i. Semester, twice a year e. Graduate Survey (Microsoft Forms)			
41	Review Meeting 15	12/1/2025	12/30/2025	1. Meeting Agenda	\$ - -	\$ - -	\$ 1,007.61
44	Review Meeting 16	1/1/2026	1/30/2026	1. Meeting Agenda	\$ - -	\$ - -	\$ 1,007.61
39	Prepare Quarterly Status Report 5	10/15/2025	10/15/2025	1. Submit Quarterly Status Report 5	\$ - -	\$ - -	\$ 1,282.42
46	Review Meeting 17	2/1/2026	2/28/2026	1. Meeting Agenda	\$ - -	\$ - -	\$ 1,007.61
47	Review Meeting 18	3/1/2026	3/30/2026	1. Meeting Agenda	\$ - -	\$ - -	\$ 1,007.61
42	Prepare CA Climate Investment Report 3	12/15/2025	12/15/2025	1. Submit CA Climate Investment Report 3	\$ - -	\$ - -	\$ 1,282.42
45	Prepare Quarterly Status Report 6	1/15/2026	1/15/2026	1. Submit Quarterly Status Report 6	\$ - -	\$ - -	\$ 1,282.42
48	Prepare Draft Final Status Report	3/1/2026	3/1/2026	1. Submit Draft Final Status Report	\$ - -	\$ - -	\$ 1,282.42
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
Grand Total					\$ 1,402,524.95	\$ - -	\$ 51,663.04

Exhibit B, Attachment III ~~II~~ - 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	9/16/2024	9/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,282.42
1	2	Hire staff, onboard for EAROP and ZEV Project	8/15/2024	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	10/1/2024	10/31/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
2	4	Curriculum Development <u>1</u> : Module 1 Safety Training <u>Exploration, Research, and Mapping</u>	9/15/2024	12/15/2024	1. Draft Module 1 Safety Training <u>Curriculum Development 1: Exploration, Research, and Mapping</u> a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments e. Curriculum f. Instructional Strategies aligned to curriculum g. Pacing Guide h. Curriculum Development Invoice	\$ 112,312.96 <u>\$85,308.76</u>	\$ -	\$ 1,007.61

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					<u>a. Unit Map</u> <u>b. Q1 Pacing Guide</u> <u>c. Q2 Pacing Guide</u> <u>d. Q3 Pacing Guide</u> <u>e. Q4 Pacing Guide</u> <u>f. A-G Application</u> <u>g. A-G Approved Course Outline</u> <u>h. Curriculum Development Invoice</u>			
2	5	Review Meeting 2	11/1/2024	11/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
3	6	Curriculum Planning: Develop A-G Timeline, Course Description, Course Outline	10/15/2024	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	12/1/2024	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 Sophomore Presentations 2. Partner District Sophomore Presentations a. Dates, List of schools, number of students 3. Partner District	\$ 22,204.00 <u>\$13,779.31</u>	\$ -	\$ 1,007.61

Exhibit B, Attachment III ~~H~~- Project Milestones
Grant Number: G21-AEVS-01-~~042~~

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds		Match Funds	
						Cash	In-Kind		
4					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				
5	11	Review Meeting 4	1/1/2025	1/30/2024	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61	
	13	Curriculum Development 2 : Module 2-Vehicle-Technologies <u>Year 1</u> , <u>Semester 1</u>	12/15/2024	3/15/2025	2- <u>1</u> . Draft Module 2-Vehicle-Technologies Curriculum Development 2: Year 1, Semester 1 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 a. Summative Assessments b. Authentic Assessments c. Formative Assessments d. Curriculum e. Instructional Strategies	\$ 110,852.80 \$88,847.00	\$ -	\$ 1,007.61	

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					<u>aligned to curriculum</u> f. Curriculum Development Invoice			
5	9	Prepare Quarterly Status Report 1	10/15/2024	10/15/2024	1. Submit Quarterly Status Report 1	\$ -	\$ -	\$ 1,282.42
6	14	Facility Modifications: Prepare existing automotive shop.	10/1/2024	3/1/2025	1. Prepare existing instructional space and shop for ZEV a. Facility Modification Plan b. Photos of existing facility	\$ 35,945.80 <u>\$6,422.70</u>	\$ -	\$ 1,511.42
7	15	Facility Modifications: Upgrade existing automotive shop.	3/1/2025	7/1/2025	Facilities Modification Invoice and photos	\$ 35,945.80 <u>\$400,000.27</u>	\$ -	\$ 1,511.42
8	16	Procure Equipment Initiation: Instructional materials, classroom equipment, safety kits	10/1/2024	4/1/2025	Develop Instructional Material and Equipment Plan	\$ 270,867.60 <u>\$7,614.00</u>	\$ -	\$ 1,511.42
9	17	Procure Equipment Completion: Instructional materials, classroom equipment, safety kits	2/1/2025	7/1/2025	1. Fulfill instructional material needs ba. Equipment and Material invoices cb. Delivery Confirmation dc. Asset Inventory for items over \$500.00 ed. Photos of equipment fe. Photos of safety kits gf. Procure Equipment Invoice	\$ 270,867.60 <u>\$245,213.12</u>	\$ -	\$ 503.81
9	18	Review Meeting 5	2/1/2025	2/28/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
9	19	Review Meeting 6	3/1/2025	3/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
9	10	Prepare CA Climate Investment Report 1	12/15/2024	12/15/2024	1. Submit CA Climate Investment Report 1	\$ -	\$ -	\$ 1,282.42
9	20	Review Meeting 7	4/1/2025	4/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
10	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 d. Outreach Campaign Invoice	\$ 30,942.80 \$10,376.69	\$ -	\$ 1,007.61
11	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	\$ 19,987.60 \$3,000.00	\$ -	\$ 1,007.61

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
12	24	Curriculum Development Initiation: Module 3 Vehicle- Maintenance 3: Year 1, <u>Semester 2</u>	3/15/2025	5/15/2025	b. Outreach Campaign Invoice 1. Draft Module 3 Vehicle- Maintenance <u>Curriculum</u> <u>Development 3: Year 1,</u> <u>Semester 2</u> a. Unit Maps b. Summative Assessments c. Authentic Assessments d. Formative Assessments <u>a. Summative Assessments</u> <u>b. Authentic Assessments</u> <u>c. Formative Assessments</u> <u>d. Curriculum</u> <u>e. Instructional Strategies</u> <u>aligned to curriculum</u> <u>f. Curriculum Development</u> <u>Invoice</u>	\$55,108.40 <u>\$91,823.12</u>	\$	\$ 503.81
13	25	Curriculum Development Completion: Module 3- Vehicle Maintenance 4: <u>Year 2, Semester 1</u>	5/15/2025	8/1/2025	1. Draft Module 3 Vehicle- Maintenance <u>Curriculum</u> <u>Development 4: Year 2,</u> <u>Semester 1</u> a. Curriculum b. Instructional Strategies- aligned to curriculum c. Pacing Guide d. Curriculum Development- Invoice <u>a. Summative Assessments</u>	\$55,108.40 <u>\$93,023.12</u>	\$	\$ 503.81

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					<u>b. Authentic Assessments</u> <u>c. Formative Assessments</u> <u>d. Curriculum</u> <u>e. Instructional Strategies</u> <u>aligned to curriculum</u> <u>f. Curriculum Development</u> <u>Invoice</u>			
13	12	Prepare Quarterly Status Report 2	1/15/2025	1/15/2025	1. Submit Quarterly Status Report 2	\$ -	\$ -	\$ 1,282.42
13	26	Review Meeting 8	5/1/2025	5/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	27	Review Meeting 9	6/1/2025	6/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	29	Review Meeting 10	7/1/2025	7/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	21	Prepare Quarterly Status Report 3	4/15/2025	4/15/2025	1. Submit Quarterly Status Report 3	\$ -	\$ -	\$ 1,282.42
13	31	Review Meeting 11	8/1/2025	8/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	37	Review Meeting 12	9/1/2025	9/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	28	Prepare CA Climate Investment Report 2	6/15/2025	6/15/2025	1. Submit CA Climate Investment Report 2	\$ -	\$ -	\$ 1,282.42
13	38	Review Meeting 13	10/1/2025	10/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
13	30	Prepare Quarterly Status Report 4	7/15/2025	7/15/2025	1. Submit Quarterly Status Report 4	\$ -	\$ -	\$ 1,282.42
13	40	Review Meeting 14	11/1/2025	11/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
14	32	Pilot Class: 1st Round Cohorts enrolled and participating in HS ZEV Training Program	8/13/2025	12/22/2025	1. Pilot Class Initiation a. Course Description and Outline b. Sample Unit Plan c. Sample Lesson Plan d. Sample of student work e. EAROP Master Schedule	\$ 61,661.70 <u>\$106,312.15</u>	\$ -	\$ 503.81

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
15	43	Pilot Class: 1st Round Cohorts complete HS ZEV Training Program	12/22/2025	3/1/2026	1. Pilot Class Completion a. Pathway Profile b. Rosters c. WBL Photos d. Class Photos e. Pilot Class Invoice	\$ 61,661.70 <u>\$46,720.75</u>	\$ -	\$ 503.81
16	35	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	\$ 19,987.60 <u>\$10,439.95</u>	\$ -	\$ 1,007.61

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
17	34	Curriculum Development 5 : Module-4 Infrastructure <u>Year 2, Semester 2</u>	8/13/2025	12/22/2025	Selection Process a. Sample course selection sheets with ZEV Pathway listed 8. Outreach Campaign Invoice 1. Draft Module-4 Infrastructure <u>Curriculum Development 5: Year 2, Semester 2</u> 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 <u>a. Summative Assessments</u> <u>b. Authentic Assessments</u> <u>c. Formative Assessments</u> <u>d. Curriculum</u> <u>e. Instructional Strategies</u> <u>aligned to curriculum</u> <u>f. Pathway Profile</u>	\$ 110,216.80 <u>\$83,974.32</u>	\$ -	\$ 1,007.61

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
18	36	Develop Sustainability Plan in recruitment, funding, and public relations	8/13/2025	3/1/2026	g. Curriculum Development Invoice 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 <u>\$32,583.90</u>	\$ -	\$ 1,007.61
18	33	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)	\$ -	\$ -	\$ 1,007.61

Milestone	Task	Description	Expected Start Date	Expected End Date	Deliverables (If applicable)	CARB Funds	Match Funds	
							Cash	In-Kind
					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)			
18	41	Review Meeting 15	12/1/2025	12/30/2025	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	44	Review Meeting 16	1/1/2026	1/30/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	39	Prepare Quarterly Status Report 5	10/15/2025	10/15/2025	1. Submit Quarterly Status Report 5	\$ -	\$ -	\$ 1,282.42
18	46	Review Meeting 17	2/1/2026	2/28/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	47	Review Meeting 18	3/1/2026	3/30/2026	1. Meeting Agenda	\$ -	\$ -	\$ 1,007.61
18	42	Prepare CA Climate Investment Report 3	12/15/2025	12/15/2025	1. Submit CA Climate Investment Report 3	\$ -	\$ -	\$ 1,282.42
18	45	Prepare Quarterly Status Report 6	1/15/2026	1/15/2026	1. Submit Quarterly Status Report 6	\$ -	\$ -	\$ 1,282.42
18	48	Prepare Draft Final Status Report	3/1/2026	3/1/2026	1. Submit Draft Final Status Report	\$ -	\$ -	\$ 1,282.42
19	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
Grand Total						\$ 1,402,524.95	\$ -	51,663.04

Exhibit B, Attachment IV-III - Key Project Personnel
Grant Number: G21-AEVS-01-012

Exhibit B, Attachment IV-III - 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	Mark Rizkallah <u>Manuschka Michaud</u>	Assistant Principal – Pathways <u>Principal</u>	ZEV Program Management
EAROP	Tamika Henry	Pathways Coordinator	Curriculum and Pathway Development
EAROP	Johanna Lopez	Work Based Learning Specialist	Pathway and Industry Partnership Development
EAROP	Lily Angulo	Website and Marketing Specialist	Marketing, Public Relations, and Recruitment
EAROP	Mark Anthony Villanueva	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
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

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

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

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



DATE: November 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 (CSBA) for GAMUT Services for the 2025-2026 School Year

BACKGROUND

Each year, the Eden Area ROP contracts with the California School Boards Association (CSBA) to ensure that we are compliant with current educational code through their GAMUT Policy and GAMUT Policy Plus services. These services will enable Eden Area ROP to update and track changes to Governing Board policies as they occur throughout the year.

GAMUT Policy features include policy management, legal references, policy history and advanced search. GAMUT Policy Plus hosts and updates district/COE policies online, including ongoing policy consulting and gives the option to edit and post adopted policies directly, or submit drafts to, CSBA for review and consultation.

CURRENT SITUATION

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

CONSENT CALENDAR

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and Eden Area Regional Occupational Program of Hayward, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (“the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termsofservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach, then the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Eden Area ROP



Tezeta Stewart (Sep 30, 2025 14:14:49 PDT)

Tezeta Stewart
Senior Director
Policy & Governance Technology

Signature

Printed Name

9/30/25

Date

Title

Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION

GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	\$2550 (Existing Service)
GAMUT Policy <i>Plus</i>	\$3125 (Existing Service)
GAMUT Meetings	
GAMUT Documents	
GAMUT Communications	

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources. The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

The CSBA Sample Policy Manual is intended as a resource for school districts and county offices of education for use in developing their own policy manuals and is not intended as a substitute for legal advice nor are they intended for exact replication. The subscriber is wholly responsible for reviewing, editing, and revising sample policy documents for local adoption. CSBA cautions subscribers to seek the advice of legal counsel when confronted with legal questions or situations requiring legal advice. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing Subscriber's specific legal situations. CSBA's samples reflect current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

GAMUT Policy Plus provides subscribers access to a technology platform that enables Subscriber to host Policy Manual. As a condition of subscription to Gamut Policy Plus, subscribers to Gamut Policy Plus must also maintain a current GAMUT Policy subscription. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, upload, and publishing of updated policies on behalf of Subscriber's governing body or any related committee or subcommittee. GAMUT Policy Plus subscribers also have access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual, any updates to the CSBA Sample Policy Manual. Consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Consultation does not include drafting original policy language for the Subscriber. CSBA Policy Manual Consultants do not provide legal advice. Suggestions and advice from CSBA Policy Manual Consultants is not intended to be and is not a substitute for advice from legal counsel. GAMUT Policy Plus who are also clients of CSBA's District and County Office of Education Legal Services (Legal Services) program may, subject to the terms and conditions of their Legal Services agreement, consult Legal Services attorneys for legal advice and

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

custom policy writing. CSBA controls the “codification” of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

GAMUT Meetings provides subscribers access to a technology platform that enables Subscriber to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, uploading and publishing of meeting agendas, minutes, and related documents on behalf of Subscriber’s governing body or any related committee or subcommittee.

GAMUT Documents provides a central repository for Subscribers to store important documents on their GAMUT sites and to set permissions to allow specified users to access exactly what they need while keeping sensitive data secure. Users can create folders to classify and manage documents; upload multiple file types, including Word, Excel, PowerPoint, PDF or graphic files; set folder and file permissions for either public or private access; and create folder or file level alerts to be notified when new files are added.

GAMUT Communication adds news, calendar, and resource features to Subscriber’s GAMUT website. The News tab allows subscribers to create news types for public or private sharing of information to GAMUT users based on their permission settings. The Calendar tab allows for posting of important dates including meetings, board activities or other events. Calendars can be Public or Private and can be linked to meeting agendas in GAMUT Meetings. Resource links may be used to allow direct, easy access to external sites that are frequently referenced or relevant to the Subscriber’s organization.

2. **Training and Set Up Fees.** Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee ¹	
On Site Training Fee ²	
Conversion Fee	

California School Boards Association



Tezeta Stewartz (Sep 30, 2025 14:14:49 PDT)

Tezeta Stewartz
Senior Director
Policy & Governance Technology Services

9/30/25

Date

Signature

Printed Name

Title

Date

¹ Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

² On Site Training fees do not include plus the cost of the CSBA trainer’s travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

Eden Area ROP GAMUT Service Agreement




9.30.25

Final Audit Report

2025-09-30

Created:	2025-09-30
By:	Miora Allen (mallen@csba.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmU4piVMhQ4uaJGxIkSq4spYRUToasHF

"Eden Area ROP GAMUT Service Agreement 9.30.25" History

-  Document created by Miora Allen (mallen@csba.org)
2025-09-30 - 9:10:11 PM GMT
-  Document emailed to Tezeta Stewartz (tstewartz@csba.org) for signature
2025-09-30 - 9:11:04 PM GMT
-  Email viewed by Tezeta Stewartz (tstewartz@csba.org)
2025-09-30 - 9:14:14 PM GMT
-  Document e-signed by Tezeta Stewartz (tstewartz@csba.org)
Signature Date: 2025-09-30 - 9:14:49 PM GMT - Time Source: server
-  Agreement completed.
2025-09-30 - 9:14:49 PM GMT

DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the MOU with the Public Health Institute/FACES for the Future Coalition for Health Career Training & Work-Based Learning, Academic Support, Wellness Services, and Youth Leadership Development for the 2025-2026 School Year

BACKGROUND

Founded in Oakland, California in 2000, the FACES for the Future program was conceived as a direct response to two significant problems facing diverse communities:

- A lack of support and opportunity for youth seeking options to improve their lives through education, career training and healthy choices
- A lack of diversity in the health professions that directly contributes to worsening health disparities in diverse communities

FACES for the Future addresses these goals by connecting schools, healthcare organizations and professionals, and community benefit organizations. Jointly, they provide a cohesive system of support for youth to ensure that we have highly qualified, multi-lingual and multi-cultural health care professionals to meet the growing demand of the workforce. (From the FACES website: facesforthefuture.org/about-us)

CURRENT SITUATION

The Public Health Institute/FACES for the Future Coalition is offering a weekly program, for a subset of Eden Area ROP students in Medical Careers I to include the following programming:

- Health Career Training and Work-Based Learning
- Academic Support
- Wellness Services
- Youth Leadership Development

This will include opportunities for additional health trainings and certifications as well as internships at local hospitals, community clinics, mental and behavioral health agencies, public health departments and health-focused community-based organizations. Currently, the program will serve 30 Medical Careers I students.

Fiscal Impact: The Eden Area ROP will be contracting for these services for \$10,000 a year.

Memorandum of Understanding

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

This Memorandum of Understanding (this "Agreement") is between the **Eden Area Regional Occupational Program** (the "District") and **Public Health Institute/FACES for the Future Coalition** ("FACES") for the 2025-2026 school year.

Purpose:

The purpose of this agreement is to outline the partnership between the District and FACES.

FACES for the Future programs serve high school students interested in pursuing careers in health care. FACES recruits and trains students in partnership with the District, and coordinates work-based learning for them with regional health employer partners. FACES ensures all elements of a program are in compliance with District requirements for off-site learning, and navigates onboarding and training requirements in order to access work-based learning in hospitals, community clinics, behavioral health agencies, and public health departments. FACES also provides wraparound services for participants including academic support, case management, and youth leadership development to ensure their successful entry into post-secondary plans including college, certification, and employment.

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. The District shall assign a primary person of contact for oversight of this Agreement.
2. The District shall assign a staff member to coordinate with FACES regarding the activities included in this Agreement.
3. The District shall provide staff to oversee how the FACES program works in alignment with the Medical Careers curriculum and instruction.
4. The District shall notify FACES in a timely manner of any concerns or issues related to any component of the program and coordinate with FACES to address any issues that arise.

5. The District shall assist in program recruitment.
6. The District shall provide sites within its property for FACES programming.
7. The District shall collaborate with FACES to determine logistical or transportation needs for internship placements and field trips, including clearances and permissions.
8. The District shall provide academic and occupational specific training.
9. The District shall assist FACES in progress reporting and performance reviews regarding students participating in the FACES Program.
10. The District shall provide students with internship training and orientation, not including specific health care facility required orientation.
11. The District shall provide relevant school policies and procedures to FACES staff.
12. The District shall notify FACES staff, to the extent possible, of any schedule changes that will interfere with the provision of services.
13. The District shall coordinate with FACES on internship/job-shadowing experiences for students.
14. The District may request to use the EAROP Internship Handbook and its resources as relevant resources in the execution of this Agreement.
15. The District may require Student to develop and execute, in conjunction with FACES and the District, an Individualized Training Plan, that specifies the deliverables expected of students. Such an Individual Training Plan, however, shall not be construed as part of this Agreement. Determination of those assignments for which an Individual Training Plan is required is solely by the District.
16. The District shall participate in a program evaluation meeting at the termination of the academic school year.

Responsibilities of FACES

1. FACES shall assign a primary person of contact for oversight of this Agreement.
2. FACES shall assign a staff member to coordinate with District regarding the activities included in this Agreement.
3. FACES shall recruit, assess and enroll student participants.
4. FACES shall provide introductory training and on-boarding support services to prepare students for work-based learning opportunities, including job shadows, site visits, and internships at area health care facilities.
5. FACES shall provide a Program Coordinator who will work with teachers and staff to provide in-class services as well as connection to industry partners.
 - a. The Program Coordinator shall additionally support students with college preparation and connection to community resources when there is an identified need.
 - b. The Program Coordinator will be available every day that FACES is scheduled for student programming to coordinate student activities at Eden Area ROP and partner health facilities.
 - c. The Program Coordinator will provide opportunities for students to develop leadership as peer and community health educators and as members of the FACES Youth Advisory Council.
6. FACES shall assist the District in progress reporting and performance reviews regarding students participating in the FACES Program.
7. FACES shall notify the District in a timely manner of any concerns or issues related to any component of the program and coordinate with the District to address any issues that arise in order to successfully attain the goals of the program.
8. FACES shall participate in a program evaluation meeting at the termination of the academic school year.
9. FACES shall provide services that do not interfere with classroom work or disrupt the normal activities of the District.
10. FACES shall understand the need for flexibility when working with the District specifically related to scheduling of services and allocation of space and other school resources.
11. FACES shall provide services at the District in a manner that is consistent with school site rules and requirements, including school site visitor sign-in and field trip requirements.

12. FACES shall maintain the confidentiality of all student records produced by it, or furnished to it, by the District and will not disclose information except as the District may request for its own use.
13. FACES acknowledges the existence of state and federal laws regarding sexual harassment and agrees that such laws pertain to student relationships with FACES and its personnel.
14. FACES agrees to provide and maintain general liability and professional liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000 aggregate covering its employees and agents. Upon request, FACES will provide the District with a Certificate of Liability Insurance and endorsement pages evidencing such coverage.

Mutual Responsibilities/General Provisions

1. The District and FACES personnel will consult periodically to review student progress and to review the affiliation in general.
2. The District and FACES will comply with the requirements of the Family Educational Records Privacy Act (FERPA) and relevant state law regarding the confidentiality and handling of student records.
3. Both parties shall be in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status, or financial status in admission or access to, or treatment or employment in, its programs and activities.

CA Educational Code 45125.1 Compliance

1. FACES staff, employees, independent contractors, and agents will have contact or interaction with the District students outside of the immediate supervision and control of the pupil's parent or guardian or a District employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply.

2. At least one adult employee who supports the supervision of students needs to complete a Fingerprinting and Criminal Background Check.
3. Full execution of this agreement will certify FACES' fulfillment of this obligation.

Term of Agreement

1. The term of this Agreement will begin on July 1, 2025, and will remain in full force and effect until June 30, 2026, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
2. This Agreement may be terminated by either party giving written notice to the other party, with or without cause, at least 30 days prior to the effective date of such termination.

Indemnification

1. **Indemnification of the District.** To the maximum extent authorized by law, FACES shall defend, indemnify and hold harmless the District, the Governing Board, and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to (1) the performance of instruction provided by FACES or anyone working under or for FACES; (2) actual or alleged negligence, recklessness, or willful misconduct by FACES or anyone, except the District student, working under or for FACES; and/or (3) the performance of this Agreement by FACES or anyone working under or for FACES, except the District's student. Any defense of the District and/or the District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District but selected and retained by the FACES at its sole cost. FACES' obligations under this Section shall survive the expiration or termination of this Agreement.
2. **Indemnification Obligation.** FACES shall not be obligated to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful

misconduct of the District's Student. In each such event, the Parties shall be responsible and liable on a comparative basis.

Notice

1. Notices, requests, and other communications required pursuant to Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each party as follows:

If to the District:

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

If to FACES:

Dr. Tomas Magana, Founding Director
FACES for the Future
c/o Public Health Institute
555 12th Street, Suite 600
Oakland, CA 94607

Compliance with the Law

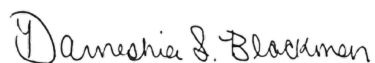
1. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California,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

Execution of Agreement

1. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may

be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

2. **Due Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.



10/1/2025

Authorized Party

Date

Darneshia Blackmon
Senior Director, Bid & Proposal
Public Health Institute

Blaine C. Torpey
Superintendent
Eden Area ROP

Date

Exhibit A Scope of Work

FACES for the Future Coalition
2025-26 Scope of Work for Eden Area Regional Occupational Program

Drafted by: Amy Spade, FACES Deputy Director (9/29/25)

Location: Eden Area ROP

Focus: Workforce Development Programs

Project Period: 8/1/25 – 6/30/26

Total Funding: \$10,000



Health Scholars Program: \$10,000

FACES for the Future Coalition programs support youth in health education, work-based learning, and public health advocacy. All Medical I students are eligible to apply to the Health Scholars program, which includes pre-internship workshops, case management, job shadow placements at St. Rose Hospital, and emergency response trainings--many which lead to professional-level certifications.

FACES for the Future Coalition will:

- Provide a FACES Program Coordinator to conduct workshops on campus for enrolled students during school hours, as collaboration provides
- Work with EAROP staff to fill our Health Scholar program, which can serve a maximum of 30 Medical I students
- Expose EAROP students to a wide range of public, physical, mental and behavioral health careers and professionals
- Train, and certify when appropriate, EAROP students in CPR; Stop-the-Bleed, Mental Health First Aid; Question, Persuade and Refer Gatekeeper Suicide Prevention; and Opioid Overdose Intervention
- Coordinate with St. Rose Hospital to fill as many morning and afternoon job shadow slots as can be realistically and maximally offered
- Coordinate with St. Rose Hospital to provide 16-20 hours of on-site hospital time for each student over the course of the entire job shadow experience
- Coordinate with students, families, and hospital staff to complete health clearance and other job shadow paperwork requirements
- In the event of students not being able to complete paperwork and/or St. Rose not offering enough slots for the entirety of the Health Scholars cohort, FACES staff will offer an alternative "Community Health Education Internship" to the remaining students, in which students will be immersed in in core public health topics and practices (such as social determinants of health and contract tracing) and then research and design public health outreach and education for their peers, families, and local community, including presentations, tabling events, and capstone projects
- Provide snacks and workshop materials
- Coordinate transportation for any field trips
- Collect, evaluate and report data student demographics, activities, and measurable impacts of the project

INFORMATION ITEMS



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal (On-Site)
SUBJECT: ROP Pathway Review-Welding and Materials Joining

BACKGROUND

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

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

CURRENT SITUATION

The Welding and Materials Joining pathway is under the Manufacturing and Product Development sector. The Welding and Materials Joining pathway provides students with an understanding of manufacturing processes and systems common to careers in welding and related industries. The following pathway standards are based on, but not limited to, well established American Welding Society (AWS) EG2.0 Guidelines for the Entry Level Welder. Representative topics include the interpretation and layout of welded and assembled-part prints, cutting, mechanical bonding, joining, cohesive bonding, adhesive bonding, and mechanical fastening. The attached pathway review is for the following program(s): Welding Technology IP/IIP (ROP Center).

RECOMMENDATION

Information only

Criteria for Course Approval and Expansion Annual Review

For Class offerings 2024-2025 School Year

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		Eden Area ROP	
PATHWAY:		Welding and Materials Joining				INSTRUCTORS:	
		Barbara Juarez					
Course Name		Enrollment as of 24-25 Year to Date		Enrollment as of 23-24 Year to Date		Enrollment as of 22-23 Year to Date	
Welding Technology IP		37		43		48	
Welding Technology IIP		8		4		13	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Text Book: American Welding Society Fundamentals of Welding				Edition: Volume 1			
NO.	YES	NO					
1.	X		ENROLLMENT – Course meets current or future labor market news. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: MINS PER SECTION: EXPECTED MINIMUM STUDENTS PER SECTION: 2 (Center) 2 (Center) 3hrs Center 25+				
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.				
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.				
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.				
8.	X		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.		X	COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
OTHER CONSIDERATIONS:							
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input checked="" type="checkbox"/> Emerging Technologies -			
COMPLIANCE CATEGORIES							
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> R – Reduce Program: Downsizing program.	
						<input type="checkbox"/> S/T - Suspend/ Terminate program.	

DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: ROP Pathway Review-Patient Care

BACKGROUND

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

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

CURRENT SITUATION

The Patient Care pathway is under the Health Science and Medical Technology sector. The standards for the Patient Care pathway apply to occupations or functions involved in the prevention, treatment, and management of illness and the preservation of mental and physical well-being through the services offered by the medical and allied health professions. The standards specify the knowledge and skills needed by professional and technical personnel pursuing careers in this pathway. The attached pathway review is for the following program(s): Dental Assisting IP/IIP (ROP Center).

RECOMMENDATION

Information only

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		Eden Area ROP	
PATHWAY:		Patient Care		INSTRUCTORS:		Anissa Barrot	
Course Name		Enrollment as of 24-25 Year to Date		Enrollment as of 23-24 Year to Date		Enrollment as of 22-23 Year to Date	
Dental Assisting IP		31		27		16	
Dental Assisting IIP		11		6		3	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Textbook: Modern Dental Assisting				Edition: 12 th			
NO.	YES	NO					
1.	X		ENROLLMENT – Course meets current or future labor market news. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: 2 (Center) MINS PER SECTION: 3hrs Center EXPECTED MINIMUM STUDENTS PER SECTION: 25+				
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.				
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.				
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.				
8.	X		WORK BASED LEARNING – Course incorporates Work-Based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.	X		COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
OTHER CONSIDERATIONS:							
<input checked="" type="checkbox"/> A-G Credit for UC				<input checked="" type="checkbox"/> State and National Licensing or Certification			
<input type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input checked="" type="checkbox"/> Emerging Technologies -			
COMPLIANCE CATEGORIES							
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> R – Reduce Program: Downsizing program.	
						<input type="checkbox"/> S/T - Suspend/ Terminate program.	



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Laura Guajardo, Assistant Principal (Off-Site)
SUBJECT: Business Partners of the Year

BACKGROUND

The Eden Area ROP and school district programs are supported by local business partners in many ways. To honor those business members who have supported the programs and have contributed above and beyond during the school year, the Eden Area ROP honors its Business Partners of the Year.

CURRENT SITUATION

This year, the Eden Area ROP and its four partner school districts selected a total of twelve Business Partners of the Year. These award winners have demonstrated a commitment to the students, staff, and programs by sharing their industry expertise, time, and talents. They were honored at the Eden Area ROP Business Partners of the Year Awards Recognition breakfast on October 9, 2025, held at the Cherryland Community Center.

The following list of individuals are the 2025 Eden Area ROP's Business Partners of the Year:

BUSINESS PARTNERS OF THE YEAR		
Name	Company	Nominator
Janet Tien	Genetech	Castro Valley USD
Kenneth Forward	PG&E	Hayward USD
LaTrae Lane	Torani	San Leandro USD
	Lycia Therapeutics	Hayward USD

COMMUNITY PARTNERS OF THE YEAR		
Name	Company	Nominator
Denise Williams-West	Jefferson Elementary School	Eden Area ROP
Elgin Lowe	Alameda County District Attorney	San Lorenzo USD

COMMUNITY CHAMPION OF THE YEAR	
Company	
Falck Northern California	

SUPERINTENDENT AWARD**Company**

Hatch
AC Transit
CARB-California Air Resources Board

WORKPLACE CHAMPIONS OF THE YEAR**Company**

VCA Lewelling Animal Hospital
Dig Deep Farms

RECOMMENDATION

Information only

DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Laura Guajardo, Assistant Principal (Off-Site)
SUBJECT: Advanced Manufacturing Day

BACKGROUND

Advanced Manufacturing Day is an annual event that highlights the importance of modern manufacturing, and the skills required for advanced manufacturing careers. Advanced Manufacturing Day encourages companies and educational institutions to open their doors to students, parents, teachers, and community leaders. The goal is to demonstrate that manufacturing involves advanced technologies and tools, creativity, innovation, teamwork, and technical skills. Eden Area ROP's Advanced Manufacturing Day has involved industry tours for students in the morning followed by a series of presentations at Chabot College showcasing their manufacturing programs/facilities.

CURRENT SITUATION

This year, Eden Area ROP's work-based learning team coordinated 7 different industry tours in the morning and partnered with Chabot College to host a speaker panel of 7 industry professionals/Chabot students and tours of 10 different Chabot programs. The work-based learning team supported the Eden Area ROP's 4 partner districts with industry tours.

The following is a list of businesses that hosted industry tours for partner districts and the Eden Area ROP:

- Torani
- ACCO Engineered Systems
- Scandic Springs
- Casa Sanchez Foods
- Bell Plastics
- Tesla
- Veev

RECOMMENDATION

Information only

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

BACKGROUND

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

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

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

CURRENT SITUATION

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

NUMBER	TYPE	TITLE	STATUS
3515	BP	Campus Security	Revise
3515.4	BP	Recovery for Property Loss or Damage	Revise
3516.1	AR	Fire Drills and Fires	Revise
5113	BP	Absences and Excuses	Revise
5113	AR	Absences and Excuses	Revise
5113.11	AR	Attendance Supervision	Revise
5141	BP	Health Care and Emergencies	Revise
5141	AR	Health Care and Emergencies	Revise
5141.4	BP	Child Abuse Prevention and Reporting	Revise
5141.4	AR	Child Abuse Prevention and Reporting	Revise
5142	BP	Safety	Revise
5142	AR	Safety	Revise
6178.1	BP	Work-Based Learning	Revise
6178.1	AR	Work-Based Learning	Revise
9005	BB	Governance Standards	Revise

RECOMMENDATION

Information only



EdenAreaROP SUPERINTENDENT'S MEMO

To: Eden Area ROP Governing Board
From: Blaine Torpey, Superintendent
Date: November 6, 2025
Re: First Reading of Board Policies, Administrative Regulations, and Bylaw

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

Number	Type	Title	Explanation of Change	Status
3515	BP	Campus Security	Policy Updated to reflect The Department of Homeland Security's, "Behavioral Threat Assessment and Management in Practice," guide.	Revise
3515.4	BP	Recovery for Property Loss or Damage	Policy updated to reference current parent/guardian liability limits for the costs of specified damages caused by their minor child. Additionally, policy updated to clarify that debt may not be collected for damages caused by a current or former student experiencing homelessness or foster child.	Revise
3516.1	AR	Fire Drills and Fires	Regulation updated to reflect the requirement that the first emergency evacuation drill of each school year be conducted within 10 days of the beginning of classes. Additionally, regulation updated to reflect NEW LAW (AB 2968, 2024) which requires districts to develop a procedure to identify appropriate refuge shelters for all students and staff to be used in the event of an evacuation order by local authorities and notification to the fire department or other local authorities of the identified refuge, and, for each school in a high-risk fire zone, to (1) coordinate such procedure with the fire department or other local authorities, and (2) develop a communication and evacuation plan which can be used in the event of an early notice evacuation warning.	Revise
5113	BP	Absences and Excuses	Policy updated in conjunction with the accompanying administrative, with minor revisions.	Revise
5113	AR	Absences and Excuses	Regulation updated to reflect NEW LAW (AB 1884, 2024) which removes the requirement that the deployment of an immediate family member be to a combat zone or combat support position, allowing for an excused absence when a student spends time with any deployed immediate family member who is an active duty member of the uniformed service. Additionally, regulation updated to reflect NEW LAW (SB 1138, 2024) which adds a student's participation in military entrance processing to the list of excused absences. In addition, regulation updated to clarify that only one of the methods listed for verification of student absences is required.	Revise

Number	Type	Title	Explanation of Change	Status
5113.11	AR	Attendance Supervision	Regulation updated to reflect NEW LAW (SB 153, 2024) which authorizes districts to implement an attendance recovery program for students in grades kindergarten-12 to make up lost instructional time and offset absences.	Revise
5141	BP	Health Care and Emergencies	Policy updated to clarify that automated external defibrillators are authorized to be used at designated school sites in accordance with the accompanying administrative regulation. Additionally, policy updated to reflect that (1) any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified, is required to acquire, place, and maintain trauma kits in accordance with the accompanying administrative regulation, and (2) school employees are required to be notified annually of the location of the trauma kits and be provided with information regarding training in the use of the trauma kit.	Revise
5141	AR	Health Care and Emergencies	Regulation updated to make more current the language regarding consent for medical treatment when the parent/guardian cannot be reached by referring to "another person identified in the district's student information system," formerly, "the emergency contact form." Additionally, regulation updated to (1) clarify the requirements for the maintenance, testing, and inspection of automated external defibrillators (AED), (2) add that the Superintendent or designee is required to comply with all laws and regulations governing the placement of an AED and maintain required records of the AED maintenance and testing, (3) include that school employees be provided information about who they can contact if they want to voluntarily take AED or cardiopulmonary resuscitation training, (4) provide that the Superintendent or designee is required to annually offer a demonstration to at least one school staff member on how to use an AED properly in an emergency, and that the building owner may arrange for the demonstration or partner with a nonprofit organization to do so, and (5) add that the principal of any district school serving students in grades 6-12 that has an AED placed in the school annually notify students as to the location of all AEDs on campus. In addition, regulation updated to reflect that any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified, is required to acquire and place at least six trauma kits on the premises of the building in an easily accessible and recognizable container, as specified.	Revise

Number	Type	Title	Explanation of Change	Status
5141.4	BP	Child Abuse Prevention and Reporting	Policy updated in conjunction with the accompanying administrative regulation, with minor revisions.	Revise
5141.4	AR	Child Abuse Prevention and Reporting	Regulation updated to clarify that "general neglect" does not include (1) a parent's/guardian's economic disadvantage, or (2) a child receiving treatment by spiritual means or not receiving specified medical treatment for religious reasons. Additionally, regulation updated to move, for more appropriate placement, material related to a child who is experiencing homelessness or is classified as an unaccompanied minor. In addition, regulation updated to reflect NEW LAW (AB 1913, 2024) which requires districts to provide employee training on the prevention of abuse, including sexual abuse, of children on district property, by district staff, or in district-sponsored programs annually, rather than the previously required once every three years.	Revise
5142	BP	Safety	Policy updated in conjunction with the accompanying administrative regulation, with the section regarding student identification cards and safety information moved to the administrative regulation.	Revise
5142	AR	Safety	Regulation updated to make more current the language regarding release of a student when the custodial parent/guardian cannot be reached by referring to "an adult authorized in the district's student information system," formerly, "the student's emergency card." Additionally, regulation updated to incorporate the section regarding student identification cards and safety information, which was moved from the accompanying Governing Board policy and modified to reflect NEW LAW (SB 1063, 2024) . In addition, regulation updated to reflect The State of California's, "Protecting Californians From Extreme Heat: A State Action Plan to Build Community Resilience" which warns of the dangers extreme heat can pose to children and encourages investing resource in protecting children from extreme heat.	Revise
6178.1	BP	Work-Based Learning	Policy updated to (1) add to the philosophical statement that the Governing Board desires to improve student educational outcomes and successes and support student workforce preparedness through work-based learning opportunities which link classroom learning with real-world experiences, and (2) align language regarding collaboration with local businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers with	Revise

Number	Type	Title	Explanation of Change	Status
			<p>analogous language in related sample policies. Additionally, policy updated to reflect NEW LAW (AB 2179, 2024) which requires, at the beginning of the first semester or quarter of the regular school term, the Superintendent or designee to notify parents/guardians of students in grades 11-12 about local apprenticeship and pre- apprenticeship programs. In addition, policy updated to include (1) that the district is authorized to host locally focused apprenticeship and/or career technical education fair events, and (2) the requirement for the district to annually observe "Workplace Readiness Week." Policy also updated to more closely align with law.</p>	
6178.1	AR	Work-Based Learning	<p>Regulation updated to clarify that the work experience education teacher-coordinator responsibilities include preparing individual training plans and observing and consulting with students. Additionally, regulation updated to list the eligibility requirements for participation in the cooperative career technical education (CTE) program. In addition, regulation updated to clarify the requirements for formal related vocational classroom instruction for both cooperative CTE programs and community classrooms.</p>	Revise
9005	BB	Governance Standards	<p>Bylaw updated to expand material related to CSBA's Professional Governance Standards, including Governing Board expectations as well as responsibilities for the Board as a whole and individual Board members.</p>	Revise

Policy 3515: Campus Security

Status: DRAFT

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

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting the Eden Area Regional Occupational Program (Eden Area ROP) property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the Eden Area ROP's comprehensive safety plan. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the Eden Area ROP's processes and procedures related to the protection of the Eden Area ROP's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting and Responding to Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle ~~or~~ high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. (Education Code 49390)

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or Eden Area ROP administrator.

The Superintendent or designee may form a multidisciplinary team in order to identify, inquire, assess, and manage potentially threatening student behavior.

Surveillance Systems

In consultation with the Eden Area ROP's safety planning committee, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras may not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the Eden Area ROP's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. ~~These~~Such signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the Eden Area ROP's surveillance system and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

To the extent that any images from the Eden Area ROP's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy and administrative regulation.

Policy 3515.4: Recovery For Property Loss Or Damage

Status: DRAFT

Original Adopted Date: 03/05/2020

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. When Eden Area Regional Occupational Program (Eden Area ROP) property is damaged due to the willful misconduct of a student or other person, the Eden Area ROP Superintendent or designee shall seek reimbursement of damages, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual.

(cf. 0450 – Comprehensive Safety Plan)

(cf. 3515 – Campus Security)

(cf. 4156.3/4256.3/4356.3 – Employee Property Reimbursement)

(cf. 4158/4258/4358 – Employee Security)

(cf. 5131 – Conduct)

(cf. 5131.5 – Vandalism and Graffiti)

(cf. 5136 – Gangs)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

The Eden Area ROP may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of Eden Area ROP books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured. However, this policy the Superintendent or designee shall not apply to a student who is collect debt for such damage caused by a current or former homeless student experiencing homelessness or foster child or youth. (Education Code 48904, 49014)

(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)

(cf. 6173 – Education for Homeless Children)

(cf. 6173.1 – Education for Foster Youth)

Rewards

The Governing Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any Eden Area ROP property. (Government Code 53069.5)

The Governing Board authorizes the Superintendent or designee to offer a reward in any amount deemed appropriate, not exceeding \$2,500. A reward in excess of \$2,500 shall be authorized in advance by the Governing Board.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. If more than one person provides information, the reward shall be divided among them as appropriate.

Regulation 3516.1: Fire Drills And Fires

Status: DRAFT

Original Adopted Date: 03/05/2020

Fire Drills

The Superintendent or designee shall cause the fire alarm signal to be sounded at least once every month. (Education Code 32001)

The Superintendent or designee shall hold the first emergency evacuation drill of each school year within 10 days of the beginning of classes. (24 CCR 403.4.2)

Additionally, the Superintendent or designee shall also hold fire drills not less than twice every school year at the secondary level. (Education Code 32001)

When the Superintendent or designee conducts a fire drill, all students, teachers, and other employees shall be directed to leave the building, which may include: (5 CCR 550)

1. The Superintendent or designee shall notify staff as to the schedule for fire drills.
2. Whenever a fire drill is held, all students, teachers and other employees shall be directed to leave the building. (5 CCR 550)
3. Teachers shall ascertain that no student remains in the building. Notifying staff as to the schedule for fire drills
4. Ascertaining that no student remains in the building

4. Teachers As appropriate, teachers, shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.

5. The Superintendent or designee shall keep a record of each fire drill conducted and file a copy of this record with the office of the Superintendent or designee.

Fires

The Eden Area Regional Occupational Program (Eden Area ROP) shall identify refuge shelters for all students and staff to be used in the event of an evacuation order by local authorities and notify the fire department or other appropriate local authority of such refuge to prioritize the safety of students and staff. (Education Code 32282)

The identification of refuge shelters at schools in a high or very high fire hazard severity zone shall be coordinated with the fire department or other appropriate local authority. Additionally, each school in a high or very high fire hazard severity zone shall prepare a communication and evacuation plan to be used in the event of an early notice evacuation warning which allows enough time to evacuate all students and staff. (Education Code 32282)

When a fire is discovered in any part of the school, the following actions shall be taken:

1. The Superintendent or designee shall sound fire signals, unless the school and/or building is equipped with an automatic fire detection and alarm system. (Education Code 32001)
2. The Superintendent or designee shall call 911.
3. All persons shall be directed to leave the building and shall proceed outside to designated assembly areas.
4. Staff shall give students clear direction and supervision and help maintain a calm and orderly response.
5. In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.
6. In outside assembly areas, the Superintendent, designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff.

7. ~~7.~~ If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

(cf. 0450 – Comprehensive Safety Plan)

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

Policy 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 10/04/2024 | **Last Reviewed Date:** 10/04/2024

The Governing Board believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to address chronic absences or truancy.

In accordance with law, Board policy, and administrative regulation, absence from school shall be excused only for health reasons, family emergencies, and justifiable personal reasons as specified in Education Code 48205, and work in the entertainment or allied industry as permitted pursuant to Education Code 48225.5.

When a student's absence from school is excused, the student's teacher shall determine identical or reasonably equivalent assignments and tests to those missed during the absence which the student shall be permitted to complete for full credit within a reasonable amount of time as determined by the teacher. (Education Code 48205, 48225.5)

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)

~~Inasmuch~~Because as school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule medical and other appointments during non-school hours.

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

Regulation 5113: Absences And Excuses

Status: DRAFT

Original Adopted Date: 06/05/2020 | Last Revised Date: 10/04/2024 | Last Reviewed Date: 10/04/2024

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a high school student's absence shall be excused for any of the following reasons/purposes:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health; (Education Code 48205)
2. Quarantine under the direction of a county or city health officer; (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment; (Education Code 48205)
4. Attendance at funeral services for or grieving the death of a member of the student's immediate family or be considered the student's immediate family (Education Code 48205)

A student may be excused for this reason for up to five days for each incident; (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)
6. Illness or medical appointment of a student to whom the student is the custodial parent; (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the Superintendent or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Attendance or appearance in court
 - b. Attendance at a funeral service
 - c. Observance of a religious holiday or ceremony
 - d. Attendance at religious retreats for no more than one school day each semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. Service as a member of a precinct board for an election pursuant to Elections Code 12302; (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment; (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

10. Attendance at the student's naturalization ceremony to become a United States citizen; (Education Code 48205)
11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people; (Education Code 48205)
12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence; (Education Code 48205)

Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence each school year. (Education Code 48205)

13. When a student's immediate family member or, as determined by the student's parent/guardian, a person so closely associated with the student as to be considered the student's immediate family has died. (Education Code 48205)
 - a. To access services from a victim services organization or agency
 - b. To access grief support services
 - c. To participate in safety planning or take other actions, including, but not limited to, temporary or permanent relocation, to increase the safety of the student, an immediate family member of the student, or a person determined by the student's parent/guardian to be in such close association with the student as to be considered immediate family.

Such absence shall be excused for not more than three days for each incident. (Education Code 48205)

14. For a student's participation in military entrance processing

15. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination. (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in Administrative Regulation 6112 - School Day, and is not excused from school for this purpose on more than four days each school month. (Education Code 46014)

16. For a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days, work in such industry (Education Code 48225.5)

For this purpose, student absence shall be excused for a maximum of up to five absences each school year. (Education Code 48225.5)

17. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences each school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

18. Other reasons authorized at the discretion of the Superintendent or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, sibling, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the Superintendent or designee shall be notified prior to the date of the absence when possible.

~~The~~Any of the following methods may be used to verify high school student absences:

1. Written, digital, or audio message from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative.

The employee shall subsequently record the following:

- a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated.

The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, **Eden Area Regional Occupational Program** (Eden Area ROP) staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.
 - b. If a student shows a pattern of chronic absenteeism due to illness, Eden Area ROP staff may require physician verification of any further student absences.

ParentalParent/Guardian and Student Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination. (Education Code 46014, 48980)
2. Notify students in grades 9-12 and the parents/guardians of all students enrolled in the Eden Area ROP that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)
3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. (Education Code 48980)

Such notice shall include the full text of Education Code 48205. (Education Code 48980)

Regulation 5113.11: Attendance Supervision

Status: DRAFT

Original Adopted Date: 06/05/2020

The Superintendent or designee shall appoint an attendance supervisor and any assistant attendance supervisor(s) as may be necessary to supervise the attendance of Eden Area Regional Occupational Program (Eden Area ROP) students. (Education Code 48240)

The attendance supervisor shall promote a culture of attendance and may establish a system to accurately track student attendance in order to achieve, but not limited to the following: (Education Code 48240)

1. ~~1.~~ Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and other challenges associated with poor attendance
2. ~~2.~~ Identify and respond to grade level or student subgroup patterns of chronic absenteeism
 - (cf. 5146 – Married/Pregnant/Parenting Students)
 - (cf. 6173 – Education for Homeless Children)
 - (cf. 6173.1 – Education for Foster Youth)
 - (cf. 6173.2 – Education of Children of Military Families)
 - (cf. 6175 – Migrant Education Program)
3. ~~3.~~ Identify and address factors contributing to chronic absenteeism, including suspension and expulsion
 - (cf. 5144.1 – Suspension and Expulsion/Due Process)
 - (cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))
4. ~~4.~~ Ensure that students with attendance issues are identified as early as possible to provide applicable support services and interventions
5. ~~5.~~ Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates

(cf. 0500 – Accountability)

The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)

1. ~~1.~~ A conference between school personnel, the student's parent/guardian, and the student
2. ~~2.~~ Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance
 - (cf. 5126 – Awards for Achievement)
3. ~~3.~~ Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling at the student's ~~resident~~home school
 - (cf. 5141.6 – School Health Services)
 - (cf. 6164.2 – Guidance/Counseling Services)
4. ~~4.~~ Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services
 - (cf. 1400 – Relations Between Other Governmental Agencies and the Schools)
5. ~~5.~~ Collaboration with school study teams, guidance teams, school attendance review teams, or other

intervention-related teams to assess the attendance or behavior issues in partnership with the student's and his/her parents/guardians or caregivers

(cf. 6164.5 – Student Success Teams)

The attendance supervisor may annually report student attendance data to the Superintendent or designee and the Governing Board. Such data may include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent or more of the school days in the school year, and dropout.

(cf. 5147 – Dropout Prevention)

Policy 5141: Health Care And Emergencies

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during ~~school~~ Eden Area Regional Occupational Program (Eden Area ROP)-sponsored activities.

~~(cf. 0450 – Comprehensive Safety Plan)~~

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

~~(cf. 5141.21 – Administering Medication and Monitoring Health Conditions)~~

~~(cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5142 – Safety)~~

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

~~(cf. 3530 – Risk Management/Insurance)~~

~~(cf. 5143 – Insurance)~~

~~(cf. 6145.2 – Athletic Competition)~~

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

~~Eden Area Regional Occupational Program~~ (Eden Area ROP) staff shall appropriately report and document student accidents.

Automated External Defibrillators

The ~~Governing~~ Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency, ~~in accordance with the accompanying administrative regulation.~~

The Superintendent or designee shall develop guidelines for employees regarding ~~these devices~~ the use of AEDs and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. ~~The~~ Additionally, the guidelines shall ~~also~~ specify the placement, security, and maintenance of the AED.

The authorization of AEDs at the Eden Area ROP shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

Regulation 5141: Health Care And Emergencies

Status: DRAFT

Original Adopted Date: 06/05/2020

Emergency Contact Information

In order to facilitate contact in case of an emergency or accident, the Superintendent or designee shall annually request that parents/guardians provide the following information:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address, if applicable
4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

~~(cf. 5021 – Noncustodial Parents)~~

~~(cf. 5142 – Safety)~~

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a school Eden Area Regional Occupational Program (Eden Area ROP)-sponsored activity, the Superintendent or designee shall contact the parent/guardian or, if the parent/guardian cannot be reached another other person identified in the Eden Area ROP's student information system as an on-the emergency contact form in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the Superintendent or designee may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the Eden Area Regional Occupational Program (Eden Area ROP) a written objection to any medical treatment other than first aid.

~~(cf. 5141.21 – Administering Medication and Monitoring Health Conditions)~~

A person who has filed with the Eden Area ROP a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the Eden Area ROP receives notice that the minor student is no longer living with the caregiver or if the Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)

~~(cf. 5111.1 – District Residency)~~

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed at the Eden Area ROP, the Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)

The Superintendent or designee shall ensure that any AED placed at the Eden Area ROP is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer. (Health and Safety Code

1797.196)

1. Maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer
2. Tested at least biannually and after each use
3. Inspected at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED

Additionally, the Superintendent or designee shall comply with all laws and regulations governing the placement of an AED and maintain required records of the AED maintenance and testing. (Health and Safety Code 1797.196)

The Superintendent or designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures ~~should~~ shall include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.

~~(cf. 0450 – Comprehensive Safety Plan)~~

The Superintendent of the Eden Area ROP with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)

1. ~~1.~~ Sudden cardiac arrest
2. ~~2.~~ The school's emergency response plan
3. ~~3.~~ The proper use of an AED

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. ~~In addition~~ Additionally, school employees shall be notified annually of the location of all AED units on campus and be provided information about who they can contact if they want to voluntarily take AED or cardiopulmonary resuscitation training. (Health and Safety Code 1797.196)

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

~~Each AED shall be checked for readiness at least biannually and after each use. In addition, the Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED. The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)~~

~~(cf. 3580 – District Records)~~

The Superintendent or designee shall annually offer a demonstration to at least one school staff member on how to use an AED properly in an emergency. The building owner may arrange for the demonstration or partner with a nonprofit organization to do so. (Health and Safety Code 1797.196)

The principal of any district school serving students in grades 6-12 that has an AED placed in the school shall annually notify students as to the location of all AEDs on campus. (Health and Safety Code 1797.196)

Policy 5141.4: Child Abuse Prevention And Reporting

Status: DRAFT

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

The Governing Board is committed to supporting the safety and well-being of Eden Area Regional Occupational Program (Eden Area ROP) students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The Eden Area ROP's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

The Eden Area ROP's program also may include age-appropriate instruction in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the Eden Area ROP's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse, as specified in Penal Code 11164-11174.3, shall be included in the Eden Area ROP and/or school comprehensive safety plan. (Education Code 32282)

Eden Area ROP employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Regulation 5141.4: Child Abuse Prevention And Reporting

Status: DRAFT

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

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of employment (Penal Code 11165.5, 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be legally privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a schoolan Eden Area Regional Occupational Program (Eden Area ROP) employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)
6. ~~Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)~~

Additionally, general neglect does not include: (Penal Code 11165.2)

1. A parent/guardian's economic disadvantage
2. A child receiving treatment by spiritual means pursuant to Welfare and Institutions Code 16509.1, or not receiving specified medical treatment for religious reasons

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; licensees, administrators, and employees of a licensed child day care facility; Head Start program teachers; Eden Area ROP police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on the person's training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

Using the procedures provided below, a mandated reporter shall make a report ~~using the procedures provided below~~ whenever the mandated reporter, while acting in a professional capacity or within the scope of employment, ~~the mandated reporter~~ has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167)

Any Eden Area ROP employee who reasonably believes to have observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under 14 years of age 14 shall notify a peace officer. (Penal Code 152.3, 288)

The fact that a child is experiencing homelessness or is classified as an unaccompanied minor, as defined in the federal McKinney-Vento Homeless Assistance Act (42 USC 11434a), is not, in and of itself, a sufficient basis for reporting child abuse or neglect. (Penal Code 11165.15)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a ~~school~~ Eden Area ROP police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Such reports shall be made to the following agency(ies):

Alameda County Social Services
(name of appropriate agency)
24100 Amador Street, Hayward, CA 94544
(address)
510) 259-1800
(phone number)

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall prepare and either send, fax, or electronically transmit to the appropriate agency a written follow-up report,

which includes a completed California Department of Justice (DOJ) form (BCIA 8572). (Penal Code 11166, 11168)

The DOJ form may be obtained from the Eden Area ROP office or other appropriate agencies, such as the police department, sheriff's department, or county probation or welfare department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to the mandated reporter. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose the mandated reporter's identity to a supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to Eden Area ROP employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee ~~shall~~may use the online training module provided by the California Department of Social Services (CDSS). (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. ~~In addition~~Additionally, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

In addition, the Superintendent or designee shall provide annual training on the prevention of abuse, including sexual abuse, of children on Eden Area ROP property, by Eden Area ROP staff, or in Eden Area ROP-sponsored programs. (Education Code 44691)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

~~In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)~~

Victim Interviews by Social Services

Whenever CDSS or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable the child to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring ~~at a school site~~ on Eden Area ROP property to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those guidelines and/or procedures, an interpreter shall be provided.

To file a complaint against an Eden Area ROP employee or other person suspected of child abuse or neglect ~~at a school site~~ on Eden Area ROP property, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 3200-3205.

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. ~~The~~ Additionally, the Eden Area ROP also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of the person's position shall sign a statement indicating knowledge of the reporting obligations under Penal Code 11166 and compliance with such provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of the mandated reporter's professional capacity or outside the scope of employment. (Penal Code 11172)

Any other person making a report shall not incur civil or criminal liability unless it can be proven that the person knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, the mandated reporter may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

No employee shall be subject to any sanction by the Eden Area ROP for making a report unless it can be shown that the employee knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166, 11172)

Policy 5142: Safety

Status: DRAFT

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

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs, and school-sponsored activities.

{cf. 0450 – Comprehensive Safety Plan}

{cf. 3320 – Claims and Actions Against the District}

{cf. 3514 – Environmental Safety}

{cf. 3514.1 – Hazardous Substances}

{cf. 3514.2 – Integrated Pest Management}

{cf. 3515 – Campus Security}

{cf. 3515.21 – Unmanned Aircraft Systems (Drones)}

{cf. 3516 – Emergencies and Disaster Preparedness Plan}

{cf. 3530 – Risk Management/Insurance}

{cf. 3542 – School Bus Drivers}

{cf. 3543 – Transportation Safety and Emergencies}

{cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens}

{cf. 4119.43/4219.43/4319.43 – Universal Precautions}

{cf. 5131 – Conduct}

{cf. 5131.1 – Bus Conduct}

{cf. 5141 – Health Care and Emergencies}

{cf. 5141.22 – Infectious Diseases}

{cf. 5142.1 – Identification and Reporting of Missing Children}

{cf. 5143 – Insurance}

{cf. 6145.2 – Athletic Competition}

{cf. 6163.2 – Animals at School}

{cf. 7111 – Evaluating Existing Buildings}

StaffEden Area Regional Occupational Program (Eden Area ROP) staff shall be responsible for the proper supervision of students at all times when students are subject to Eden Area Regional Occupational Program (Eden Area ROP) rules, including, but not limited to, during school hours, schoolEden Area ROP-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using Eden Area ROP transportation.

Student Identification Cards and Safety Information

Student identification cards of students in grades 9–12 shall have printed on them safety information, including the following: (Education Code 215.5, 217)

1. The National Suicide Prevention Lifeline telephone number and, at the Eden Area ROP discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number
(cf. 5141.52 Suicide Prevention)
 2. The National Domestic Violence Hotline
(cf. 5141.4 Child Abuse Prevention and Reporting)
-

Regulation 5142: Safety

Status: DRAFT

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

Each Superintendent or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment and materials consistent with law, Governing Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians and readily available at the school at all times.

(cf. 0450 – Comprehensive Safety Plan)

(cf. 5131 – Conduct)

(cf. 5144 – Discipline)

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian and noted on the current emergency card

(cf. 5021 – Noncustodial Parents)

2. An adult authorized on the student's emergency card in the Eden Area Regional Occupational Program's (Eden Area ROP's) student information system as someone to whom the student may be released when the custodial parent/guardian cannot be reached, provided the Superintendent or designee verifies the adult's identity

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

3. An authorized law enforcement officer acting in accordance with law

(cf. 5141.4 – Child Abuse Prevention and Reporting)

(cf. 5145.11 – Questioning and Apprehension by Law Enforcement)

(cf. 5145.13 – Response to Immigration Enforcement)

4. An adult taking the student to emergency medical care at the request of the Superintendent or designee

(cf. 5141 – Health Care and Emergencies)

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them the 988 Suicide and Crisis Lifeline and the National Domestic Violence Hotline (1-800-799-7233). Additionally, student identification cards of students in grades 7-12 may have printed on them a quick response (QR) code that links to the county's mental health resources website. (Education Code 215.5)

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed their actual cost to the Eden Area ROP. (Education Code 32030, 32031, 32033)

(cf. 3260 – Fees and Charges)

Policy 6178.1: Work-Based Learning

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board expects to ~~facilitate~~ improve student educational outcomes and successes and support student workforce preparedness by ~~facilitating~~ work-based learning opportunities which link classroom learning with real-world experiences. The Eden Area Regional Occupational Program's (Eden Area ROP) work-based learning program shall be designed to teach students the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.

~~(cf. 6000 – Concepts and Roles)~~

~~(cf. 6011 – Academic Standards)~~

~~(cf. 6143 – Courses of Study)~~

~~(cf. 6178 – Career Technical Education)~~

~~(cf. 6178.2 – Regional Occupational Center/Program)~~

The Eden Area ROP's work-based learning program may offer opportunities for paid and/or unpaid work experiences, including, but not limited to:

1. ~~1.~~ Work experience education as defined in Education Code 51764
2. ~~2.~~ Cooperative CTE or community classrooms as defined in Education Code 52372.1
3. ~~3.~~ Job shadowing experience as defined in Education Code 51769
4. ~~4.~~ Student internships
5. ~~5.~~ Apprenticeships
6. ~~6.~~ Service learning
7. ~~7.~~ Employment in social/civic or school-based enterprises
8. ~~8.~~ Technology-based or other simulated work experiences

~~(cf. 6142.4 – Service Learning/Community Service Classes)~~

The Superintendent or designee may provide students employment opportunities with public and private employers in areas within or outside our service area. (Education Code 51768)

The ~~Governing~~ Board may elect to pay wages to students participating in a work-based learning program, but shall not make payments to or for private employers except for students with disabilities who are participating in work experience education programs funded by the state for such students. (Education Code 51768)

The Superintendent or designee ~~shall involve local~~ may collaborate with businesses, ~~or business~~ government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers in planning and implementing work-based learning opportunities that support the Eden Area ROP's vision and goals for student learning and local workforce development efforts. ~~He/she also may work with postsecondary institutions, community organizations, and others to identify opportunities for work-based learning.~~

~~(cf. 0000 – Vision)~~

~~(cf. 0200 – Goals for the School District)~~

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

~~(cf. 1700 – Relations Between Private Industry and the Schools)~~

~~(cf. 6020 – Parent Involvement)~~

At the beginning of the first semester or quarter of the regular school term, the Superintendent or designee shall notify parents/guardians of students in grades 11-12 about local apprenticeship and pre-apprenticeship programs and make the Division of Apprenticeship Standards' database accessible through a direct link on the Eden Area ROP's website. (Education Code 48980.5)

In accordance with Board Policy 6178 - Career Technical Education, the Eden Area ROP may provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events.

The Eden Area ROP shall annually observe "Workplace Readiness Week." (Education Code 49110.5)

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

To ensure appropriate guidance and supervision of participating students and maximize the educational benefit from placement in any work-based learning program, Eden Area ROP staff shall coordinate with the workplace supervisors or mentors.

A minor student shall be allowed employment through a paid work-based learning program only if ~~he/she~~ the student has been issued a work permit, in accordance with law, ~~Governing~~ Board policy, and administrative regulation. (Education Code 49113, 49160)

~~(cf. 5113.2 – Work Permits)~~

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer's or Eden Area ROP's insurance, as applicable, in the event the student is injured.

~~(cf. 3530 – Risk Management/Insurance)~~

~~(cf. 5143 – Insurance)~~

The Superintendent or designee shall ensure that any teacher-coordinator of a work-based learning program possesses the appropriate ~~experience and~~ credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)

~~(cf. 4112.2 – Certification)~~

The Superintendent or designee shall maintain records related to each student's participation in the Eden Area ROP's work-based learning program, including, but not limited to, the student's individualized training plan, employment hours and job site, work permit if applicable, the employer's report of student's attendance and job performance, the teacher coordinator's consultations and observations, and reports of the student's grade and credits earned.

~~(cf. 5125 – Student Records)~~

Regulation 6178.1: Work-Based Learning

Status: DRAFT

Original Adopted Date: 06/05/2020

Work Experience Education

The Eden Area Regional Occupational Programs's (Eden Area ROP's) work experience education (WEE) program shall consist of one or more of the following types of unpaid and paid on-the-job experiences: (5 CCR 10071)

1. 1. Exploratory WEE, which provides students with a combination of related classroom instruction in WEE and unpaid opportunities to observe and sample systematically a variety of conditions of work for the purpose of ascertaining their interest and suitability for the occupation they are exploring

The length of exploratory WEE assignments may vary depending on the aptitude of the student, the occupation being explored, the facilities of the work station, and the job classification. A student may not participate in an exploratory WEE assignment if he/she the student receives pay for like work at the same work station or similar job outside of the WEE program.)

2. 2. General WEE, which has as its purpose the application of basic skills of reading, writing, and computation and which provides students an opportunity to acquire general and specific occupational skills through a combination of supervised paid employment in any occupational field and related classroom instruction in WEE
3. 3. Career technical WEE, which reinforces and extends career learning opportunities for students through a combination of related classroom instruction in WEE and supervised paid or unpaid employment in the occupation for which their career technical course in school prepares them

(cf. 6011 – Academic Standards)

(cf. 6143 – Courses of Study)

(cf. 6178 – Career Technical Education)

The student-teacher ratio in any WEE program shall not exceed 125 students per full-time equivalent certificated teacher-coordinator. (Education Code 46300)

The minimum day for students enrolled in a WEE program shall be four periods totaling at least 180 minutes in duration, unless the school or student meets one of the conditions specified in Education Code 46144 or 46147. (Education Code 46144, 46147)

(cf. 6112 – School Day)

(cf. 6184 – Continuation Education)

A WEE program offered during the summer shall conform to all appropriate laws and regulations applicable to WEE.

(cf. 6177 – Summer Learning Programs)

Each WEE program shall operate under the supervision of a teacher-coordinator. The teacher-coordinator shall prepare individual training plans, observe and consult with students, and make at least two on-site contacts per semester with each work supervisor or and at least one on-site contact during summer school to evaluate student performance. (Education Code 51764; 5 CCR 10074)

Any student who is age 16 years of age or older and who satisfactorily completes a WEE program with a minimum of one instructional period per week of related classroom instruction or counseling by a certificated employee, in sessions scheduled intermittently throughout the semester, shall be granted up to 40 semester periods of credit for WEE within the following limits: (Education Code 51760.3; 5 CCR 1635)

1. 1. For exploratory WEE, the student may earn 10 semester periods for each semester, with a maximum of 20 semester periods earned in two semesters.
2. 2. For either general or career technical WEE, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.

(cf. 6146.1 – High School Graduation Requirements)

(cf. 6146.11 – Alternative Credits Toward Graduation)

Any student who satisfies the above requirements but is under age 16 years of age may be granted credit under any of the following conditions: (Education Code 51760.3)

1. The student is enrolled in grade 11 or higher.
2. The Superintendent or designee certifies that the student is in need of immediate work experience education in order to pursue employment opportunities.
3. The Superintendent or designee certifies that, without being provided an opportunity to enroll in the WEE program, there is a high probability that the student will no longer be enrolled as a full-time student.

(cf. 5147 – Dropout Prevention)

4. The student has an individualized education program (IEP) which that prescribes the type of training for which participation in a WEE program is deemed appropriate.

(cf. 6159 – Individualized Education Program)

Cooperative Career Technical Education Program/Community Classrooms

To be eligible for program participation, a student shall be concurrently enrolled in a CTE course or program approved by the California Department of Education and shall meet other criteria specified in 5 CCR 10103 as applicable. (5 CCR 10082, 10103)

Additionally, to be eligible for participation in the cooperative CTE program, a student shall: (5 CCR 10103)

1. Be at least 16 years of age, unless the principal determines that the program is appropriate for a younger student due to the student's financial, motivational, or other exceptional needs
2. Be a full-time student, as defined
3. Have parent/guardian consent if under 18 years of age

At least one instructional period per week of formal CTE classroom instruction shall be provided to participating students. EachA minimum of three CTE instructional periods shall be equivalent to a minimum of three regular classroomprovided per week. Each of the CTE instructional periods ofshall be at least 50 minutes each week. (5 CCR 10085, 10106)

Teachers assigned to the program shall locate and select training stations to provide participating students with unpaid on-the-job learning experiences in the specific occupation related to the approved course or program. (5 CCR 10086, 10107)

Cooperative CTE Program

Formal related vocational classroom instruction shall be concurrent and directly related to the paid on-the-job training of students and organized to ensure that each student will have sufficient number of hours of related classroom instruction and on-the-job training experience to provide the student with those competencies necessary for employment and advancement in the occupational area for which training is offered. (5 CCR 10106)

The cooperative CTE program teacher shall make at least one visitation every four weeks to each employer to ensure that the provisions of the training agreement are being met and that students are acquiring the competencies identified in their individual training plans. One out of every two visits to the training station shall include an observation of the student engaged in on-the-job training experiences. (5 CCR 10109)

Community Classrooms

Formal related concurrent vocational classroom instruction shall be based on the skills, knowledges, attitudes, and related performance levels in the occupation for which training is conducted. (5 CCR 10085)

The community classroom teacher shall make at least one visitation every three weeks to consult with the ~~work~~ supervisor ~~or manager in accordance with 5 CCR 10088~~, observe students at the training station, provide instruction, and ensure that students are acquiring the competencies identified in their individual training plans. Each visitation shall include an observation of the student engaged in ~~unpaid~~ on-the-job training experiences. (5 CCR 10088)

Students shall be granted academic credit for satisfactory completion of the program. The teacher shall be responsible for evaluating the student's performance in the CTE course and, with the assistance of the employer, the student's participation at the training station. (5 CCR 10081, 10102)

Job Shadowing

The program coordinator shall identify job shadowing placements with the goal of providing students with exposure to a broad range of career options and employment settings.

The program coordinator shall supervise job shadowing activities, including the coordination of the student's and employer's schedules and consultation with the student's other teachers when necessary.

Participating students may attend job shadowing opportunities for ~~up three~~ to 25 hours ~~but no less than three hours~~ in one semester, intersession, or summer school session. However, a student may be permitted to participate for up to 40 hours in one semester, intersession, or summer school session, if the administrator certifies that it is necessary for the student's participation in a CTE program. (Education Code 51769)

Bylaw 9005: Governance Standards

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board believes that its primary responsibility is to act in the best interests of every student within the legal confines established by law and the fiscal confines established by the budget. The Governing Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the Eden Area Regional Occupational Program (Eden Area ROP). To maximize Governing Board effectiveness and public confidence in Eden Area ROP governance, Governing Board members are expected to shall govern the Eden Area Regional Occupational Program (Eden Area ROP) responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 – Role of the Board)

(cf. 9270 – Conflict of Interest)

The Governing Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Governing Board member shall:

In order to set the direction for the Eden Area ROP, provide a high quality education to each student, ensure proper accountability and oversight of the Eden Area ROP and the Superintendent, and offer community leadership on behalf of the Eden Area ROP and public education, the Board expects itself to have a unity of purpose and to:

1. Keep the Eden Area ROP focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures
6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

In fulfilling its role, the Board is responsible for:

1. Involving the community, parents/guardians, students, and staff in regularly developing or updating a common vision for the Eden Area ROP focused on learning and achievement and responsive to the needs of all students
2. Adopting and updating policies consistent with law and the Eden Area ROP's vision and goals
3. Maintaining accountability for student learning by adopting curricula and monitoring student progress
4. Hiring and supporting the Superintendent so that the vision, goals, and policies of the Eden Area ROP can be implemented
5. Conducting regular and timely evaluations of the Superintendent based on the vision, goals, and performance of the Eden Area ROP, and ensuring that the Superintendent holds Eden Area ROP personnel accountable
6. Adopting a fiscally responsible budget based on the Eden Area ROP's vision and goals, and regularly monitoring the fiscal health of the Eden Area ROP
7. Ensuring that a safe and appropriate educational environment is provided to all students

8. Providing community leadership on educational issues and advocating on behalf of students and public education at the local, state, and federal levels

In addition, each individual Board member is expected to:

1. Keep learning and achievement for all students as the primary focus
2. Value, support, and advocate for public education
(cf. 9010 – Public Statements)
3. Recognize and respect differences of perspective and style on the Governing Board and among staff, students, parents/guardians, and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
(cf. 9011 – Disclosure of Confidential/Privileged Information)
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
(cf. 9240 – Board Development)
7. Understand the distinctions between Governing Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff
(cf. 2110 – Superintendent Responsibilities and Duties)
8. Understand that authority rests with the Governing Board as a whole and not with individuals
(cf. 9200 – Limits of Board Member Authority)

Governing Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Governing Board shall have a unity of purpose and:

1. Keep the Eden Area ROP focused on learning and achievement for all students
2. Communicate a common vision
(cf. 0000 – Vision)
(cf. 0100 – Philosophy)
(cf. 0200 – Goals for the School District)
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Governing Board-adopted policies and procedures
(cf. 9310 – Board Policies)
6. Take collective responsibility for the Governing Board's performance
7. Periodically evaluate its own effectiveness
(cf. 9400 – Board Self-Evaluation)

8. 8. Ensure opportunities for the diverse range of views in the community to inform Governing Board deliberations

(cf. 1220 – Citizen Advisory Committees)

(cf. 9323 – Meeting Conduct)

ACTION ITEMS



DATE: November 6, 2025
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board approve the Career Technical Education Facilities Program (CTEFP) Grant Round 7: Welding Facility and Equipment Application

BACKGROUND

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

Proposition 2 funding for CTE Programs was folded into the CTE Facilities Program (CTEFP). This is an existing program that was used to disburse Proposition 51 facilities bond funding. Round 7 applications are due December 1 and must be approved by the Governing Board and the given Advisory Committee.

In the Fall of 2024, the Eden Area ROP became concerned with the ventilation system in the Welding facility. Through a process involving industry partners, the Eden Area ROP determined that significant ventilation, mechanical, and electrical improvements were needed. The Eden Area ROP took the opportunity not only to address infrastructure needs but also to improve the layout of the instructional area and update welding equipment.

CURRENT SITUATION

While the project has been completed, the Eden Area ROP is submitting the CTEFP application to apply for reimbursement funding up to 50% of the total cost of the project.

RECOMMENDATION

It is recommended that the Governing Board approve the Career Technical Education Facilities Program (CTEFP) Grant Round 7: Welding Facility and Equipment Application.

Career Technical Education Facilities Program Seventh Funding Cycle Application

Form A - Cover Page (Revised 5/2025)

Local Educational Agency Contact Information

Local Educational Agency (LEA) :

Eden Area Regional Occupational Program

CDS Code:

01404280000000

Printed Name and Title of Contact:

Blaine C. Torpey, Superintendent

Address:

26316 Hesperian Blvd.

City:

Hayward

Zip Code:

94545

County:

Alameda

Telephone Number:

(510) 293-2900

Fax Number:

(510) 293-8225

Email Address:

btorpey@edenrop.org

Project Information

Type of Project:

New Construction (including equipment): ☐

Modernization/Reconfiguration (including equipment): ☒

Equipment Only: ☐

School Name:

Eden Area Regional Occupational Program

Name of Career Technical Education Industry Sector (Note: Only one industry sector per application will be accepted):

Manufacturing and Product Development

Career Technical Education Pathway(s):

Welding and Joining Materials

Proposed Schematic Drawing Attached?: Yes ☒ No ☐

School Site Plan Drawing Attached: Yes ☒ No ☐

Estimated Total Cost of Project (See Form B): \$1,039,614.50

Total Amount of State Funds Requested (See Form B): \$519,807.25

Number of students occupying teaching stations or using equipment (per class period): 25

Number of Classrooms in Project: 3

Annual Number of Students Served: 50

Square Footage of Project: 5,010 sq. ft.

Approval

Date Governing Board Approved CTE Application (Board must approve project no later than November 30, 2025): 11/06/25

Date Advisory Committee (Part 1, Item B) and Feeder Groups and Partners (Part 3) approved the CTE Plan for this project: 11/06/25

Certification

The local educational agency (LEA) certifies that the Advisory Committee pursuant to Education Code Section 8070 has met and approved the CTE Plan, and the other requirements contained in Education Code Section 17078.72, including sections (i) (1 thru 7) have been accomplished, and minutes and other supporting documentation are on file at the LEA's Office. Further, the LEA certifies that the project is on a comprehensive high school site that meets the requirements of Education Code sections 51224, 51225.3, and 51228.

Authorized LEA Representative to initial each Education Code Section.

E.C. 8070 ✓

The governing board of each school district participating in a career technical education program shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers.

The committee shall consist of one or more representatives of the general public knowledgeable about the disadvantaged, students, teachers, business, industry, school administration, and the field office of the Department of Employment Development.

E.C. 17078.72 ✓

(a) The Career Technical Education Facilities Program is hereby established to provide funding to qualifying local educational agencies for the purpose of constructing new facilities or reconfiguring existing facilities, including, but not limited to, purchasing equipment with an average useful life expectancy of at least 10 years, to enhance educational opportunities for pupils in existing high schools in order to provide them with the skills and knowledge necessary for the high-demand technical careers of today and tomorrow.

(b) The State Department of Education, in cooperation with the Chancellor's Office of the California Community Colleges, the Labor and Workforce Development Agency, and industry groups, shall develop criteria and pupil outcome measures to evaluate the program. The criteria shall ensure equity, program relevance to industry needs, and articulation with more advanced coursework at the partnering community colleges or private institutions.

(c) The program shall be based on grant applications administered by the board.

- (d) Grants shall be allocated on a per-square-foot basis for the applicable type of construction proposed or deemed necessary by the board consistent with the approved application for the project.
- (e) New construction grants shall not exceed three million dollars (\$3,000,000) per project per schoolsite, inclusive of equipment, and shall only be allocated to comprehensive high schools that have an active Career Technical Advisory Committee pursuant to Section 8070, in either of the following methods:
- (1) For a stand-alone project on a per-square-foot basis for the applicable type of construction proposed, based on the criteria established pursuant to subdivision (b), consistent with the approved application for the project.
- (2) For new school projects, as a supplement to the per pupil allocation pursuant to Section 17072.10. The supplement is intended to cover excess costs uniquely related to the facilities required to provide the career technical education program or programs.
- (f) Modernization grants shall not exceed one million five hundred thousand dollars (\$1,500,000) per project per schoolsite, inclusive of equipment and may be awarded to comprehensive high schools or joint power authorities currently operating career technical education programs that have an active Career Technical Advisory Committee pursuant to Section 8070 for the purpose of reconfiguration. For comprehensive high schools, the grant shall be supplemental to the per pupil allocation pursuant to Section 17074.10. The supplement is intended to cover excess costs uniquely related to the facilities required to provide the career technical education program or programs.
- (g)(1) A school district shall contribute from local resources a dollar amount that is equal to the amount of the grant of state funds awarded under subdivisions (d), (e), and (f). The required local contribution may be provided by private industry groups, the school district, or a joint powers authority.
- (2) A school district shall not be required to demonstrate that it has unhoused pupils or that a permanent school building is more than 25 years old in order to receive a grant under the program.
- (h) The program shall allow the required local contribution to be paid over time if sufficient local funds are not immediately available. The board may provide for a repayment schedule consistent with subparagraphs (C) and (D) of paragraph (1) of subdivision (a) of Section 17078.57. The board shall not waive the required local contribution on the basis of financial hardship or on any other basis.
- (i) Applications shall meet the criteria developed under subdivision (b) and shall require all of the following:
- (1) A clear and comprehensive career technical education plan for each course of study applicable to the instructional space.
- (2) Projections of pupil enrollment.
- (3) Identification of feeder schools, industry partners, and community colleges or other postsecondary schools participating in the development, articulation, and review of the educational program.
- (4) Evidence of approval of the plan by the entities listed in paragraph (3).
- (5) The method by which accountability for pupil enrollments and outcomes will be maintained. Outcomes shall include, but are not limited to, certificate completion, the successful entry of pupil to employment in the applicable industry, and successful transition to post-secondary institutions for work in the applicable industry or other areas of study.

6) Evidence of coordination with all feeder schools, middle schools, and high schools within the area to ensure that the project and programs complement career technical education offerings in the area.

(7) Evidence that upon completion of the project the local educational agency will meet all of its obligations under Section 51228 relating to career technical education.

(j) Applications shall give weight to the number of pupils expected to attend, the cost per pupil, financial participation by industry partners in the construction and equipping of the facility, commitment to accountability for outcomes and participation, the strength and relevance of the educational plans to the needs of industry for qualified technical employees applicable to the economic development needs of the region in which the project will be located, and coordination and articulation with feeder schools, other high schools, and community colleges.

(k) The Office of Public School Construction shall develop and the board shall approve regulations to implement this article on or before April 19, 2007, and the board may promulgate those regulations first on an emergency basis, which shall be effective for no more than 12 months, after which any permanent regulations shall be promulgated in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(l) Notwithstanding paragraphs (e) and (f), a project approved pursuant to this section is also eligible for an incentive grant from the funds specified in paragraph (8) of subdivision (a) of Section 101012 if the project meets the criteria prescribed in that section.

E.C. 51224 ✓

The governing board of any school district maintaining a high school shall prescribe courses of study designed to provide the skills and knowledge required for adult life for pupils attending the schools within its school district. The governing board shall prescribe separate courses of study, including, but not limited to, a course of study designed to prepare prospective pupils for admission to state colleges and universities and a course of study for career technical training.

E.C. 51225.3 ✓

(a) A pupil shall complete all of the following while in grades 9 to 12, inclusive, in order to receive a diploma of graduation from high school:

(1) At least the following numbers of courses in the subjects specified, each course having a duration of one year, unless otherwise specified:

(A) Three courses in English.

(B) Two courses in mathematics. If the governing board of a school district requires more than two courses in mathematics for graduation, the governing board of the school district may award a pupil up to one mathematics course credit pursuant to Section 51225.35.

(C) Two courses in science, including biological and physical sciences.

(D) Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics.

(E) One course in visual or performing arts or foreign language. For purposes of satisfying the requirement specified in this subparagraph, a course in American Sign Language shall be deemed a course in foreign language.

(F) Two courses in physical education, unless the pupil has been exempted pursuant to the provisions of this code.

(2) Other coursework requirements adopted by the governing board of the school district.

(b) The governing board, with the active involvement of parents, administrators, teachers, and pupils, shall adopt alternative means for pupils to complete the prescribed course of study that may include practical demonstration of skills and competencies, supervised work experience or other outside school experience, career technical education classes offered in high schools, courses offered by regional occupational centers or programs, interdisciplinary study, independent study, and credit earned at a postsecondary educational institution. Requirements for graduation and specified alternative modes for completing the prescribed course of study shall be made available to pupils, parents, and the public.

(c) If a pupil completed a career technical education course that met the requirements of subparagraph (E) of paragraph (1) of subdivision (a) of Section 51225.3, as amended by the act adding this section, before the inoperative date of that section, that course shall be deemed to fulfill the requirements of subparagraph (E) of paragraph (1) of subdivision (a) of this section.

(d) This section shall become operative upon the date that Section 51225.3, as amended by the act adding this section, becomes inoperative.

E.C. 51228 ✓

(a) Each school district maintaining any of grades 7 to 12, inclusive, shall offer to all otherwise qualified pupils in those grades a course of study fulfilling the requirements and prerequisites for admission to the California public institutions of postsecondary education and shall provide a timely opportunity to each of those pupils to enroll within a four-year period in each course necessary to fulfill those requirements and prerequisites prior to graduation from high school.

b) Each school district maintaining any of grades 7 to 12, inclusive, shall offer to all otherwise qualified pupils in those grades a course of study that provides an opportunity for those pupils to attain entry-level employment skills in business or industry upon graduation from high school. Districts are encouraged to provide all pupils with a rigorous academic curriculum that integrates academic and career skills, incorporates applied learning in all disciplines, and prepares all pupils for high school graduation and career entry.

(c) A school district that adopts a required curriculum that meets or exceeds the model standards developed and adopted by the state board pursuant to Section 51226 shall be deemed to have fulfilled its responsibilities pursuant to subdivision (b).

d) A school district that adopts a required curriculum pursuant to subdivision (c) that meets or exceeds the model standards developed by the state board pursuant to Section 51226, or that adopts alternative means for pupils to complete the prescribed course of study pursuant to subdivision (b) of Section 51225.3, may substitute pupil demonstration of competence in the prescribed subjects through a practical demonstration of these skills in a regional occupational center or program, work experience, interdisciplinary study, independent study, credit earned at a postsecondary institution, or other outside school experience, as prescribed by Section 51225.3.

Print Name of Authorized L E A Representative: Blaine C. Torpey

Signature of Authorized L E A Representative: _____

Initials of Authorized L E A Representative: BCT

Title: Superintendent

Phone Number: 510-293-2901

Date: 11/28/25

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Project Abstract: EAROP Welding and Joining

The Eden Area Regional Occupational Program (EAROP), established in 1971 is a Joint Powers Authority Regional Occupational Program that serves Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts. We have offered Welding I and Welding II for over twenty years under the Advanced Manufacturing Sector and the Welding and Joining Materials Pathway. The program serves approximately 50 students a year, with some returning as Year 2 students. Over the years, EAROP has purchased some new equipment and conducted repairs, however in the Fall of 2024, EAROP determined that the exhaust and ventilation system was not operating appropriately to ensure student and staff safety. We ceased indoor welding activities and did a thorough assessment of the shop, equipment, and the layout of the instructional areas.

Further deficiencies were identified:

- Outdated equipment, equipment in need of repair.
- Exhaust air systems were not functioning properly and were beyond their useful life.
- The layout of the shops was inefficient and not conducive for appropriate student supervision.
- Out-dated and non-functioning electrical systems
- Welding booths in disrepair and not properly equipped.

To address these deficiencies, EAROP established these goals:

- Create a safe, modern and efficient shop for instruction and training.
- Improve efficiency and safety for instruction.
- Improve students' access to modern and functional equipment.

In coordination with the instructor, industry partners, and the EAROP Facilities Team, EAROP did the following:

- Replaced exhaust systems in both welding shops with new fans, spark arrestors, ductwork, and snorkels with filters.
- Replaced conduit, wiring, breakers, power connections for devices, and added outlets in welding booths.
- Replaced all overhead lighting with LEDs and ceiling panels
- Repaired, replaced, added new welding booths with new welding curtains and paint.
- Reorganized shop layout to increase student access, added booths and additional exhaust system drops, and relocated equipment
- Purchased new ARC welders, welding leads and removed obsolete equipment.

The project began in Summer 2025 and was completed September 28, 2025.

Part 1: CTE Plan

A.

The labor market demand for highly qualified technical employees in the Welding and Materials Joining Pathway in the San Francisco Bay Area is strong and growing. According to the Bay Area Community College Consortium, the Basic Welding occupational cluster is projected to increase 7% over five years, from 6,384 jobs in 2023 to 6,832 in 2028, with 738 annual openings driven by retirements, expansion, and turnover. Demand reflects growth in advanced manufacturing, construction, energy infrastructure, and industrial maintenance. The Bureau of Labor Statistics reports median hourly earnings of \$32.54 in the San Francisco–Oakland–Hayward region (~\$67,690 annually).

Geographically, Mission Valley ROP serves a different subregion and is not accessible to EAROP partner district students. EAROP is the only public high school welding program available to students in Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts. Chabot College's Welding Technology program is the nearest postsecondary pathway.

The modernization project improves safety, instructional efficiency, and capacity. Upgraded exhaust systems, localized snorkel arms, electrical infrastructure, booth geometry, and ARC welders align with current ventilation and power standards. Increased booth capacity allows more students to weld simultaneously, accelerating skill acquisition.

Improvements deepen alignment between EAROP and Chabot College by preparing students with stronger foundational competencies and expanding equitable access to high-wage careers.

B.

Industry Sector: MAN-Manufacturing and Product Development
Pathway: 213-Welding and Materials Joining

Sequence of Courses:

Concentrator: Welding Technology IP CALPADS#: 8230

Capstone: Welding Technology IIP CALPADS#: 8231

A Fall 2024 facilities review identified serious safety and operational deficiencies, including non-functional exhaust systems, outdated electrical systems, inadequate lighting, and deteriorated booths. Noncompliant weld curtains and inefficient layout limited instructor visibility across two shops.

The project addressed deficiencies by replacing ventilation systems, installing new fans, spark arrestors, ductwork, and snorkel arms; rewiring electrical systems with new conduit, breakers, outlets, and LED lighting; rebuilding and expanding welding booths; and replacing ceiling panels and resurfacing walls. TIG and MIG stations were centralized in Shop 1; ARC operations consolidated in Shop 2, improving supervision and instruction.

Three interdependent goals guided the project: ensuring safety, improving instructional efficiency, and aligning with industry expectations. The Welding and Materials Joining program now reflects modern facility standards and supports equitable access. See Appendix B

C.

EAROP collaborates with its four partner districts to ensure open enrollment regardless of academic performance, disability status, or language proficiency. Recruitment materials are distributed in multiple languages and aligned with district communication channels. Outreach is targeted toward under-represented populations through counselor collaboration, presentations at comprehensive and continuation high schools, and participation in EAROP Sophomore and Middle School CTE Tours.

EAROP coordinates with district special education teams and English Learner departments to provide accommodations, adaptive equipment, and safety modifications. Bilingual staff and translated resources support technical vocabulary development. EAROP collaborates with Workability I, WIOA Youth Programs, and STEP for students with disabilities and engages in EL instructional professional development.

EAROP student demographics: 68% Hispanic/Latino, 19% IEP/504, 24% English Learners, 64% socioeconomically disadvantaged.

EAROP connects students with certifications, early college credit, and paid internships through employers and unions. This approach strengthens equity, diversifies regional talent pipelines, and supports educational mobility.

D.

The EAROP Welding Program Project strengthens the Advanced Manufacturing sector pathway. The instructor engages in ongoing training through BACCC, AWS, and Chabot College focused on safety protocols, multi-process equipment, and ventilation systems aligned with Cal/OSHA. Training was provided prior to reopening the facility and integrated into instruction.

The program offers a sequenced pathway aligned with California CTE Model Curriculum Standards. Facility upgrades support multiple welding processes, expand enrollment, and improve visibility. Students gain industry-grade equipment experience that prepares them for postsecondary training, pre-apprenticeships, and employment.

The modernized facility expands access to AWS certifications. Students also earn EAROP Welding Certificates recognized by regional employers. These improvements sustain industry-responsive training in high-wage careers.

Part 2: Projections of Student Enrollment

A.

EAROP offers two 3-hour sessions per day, AM and PM, with enrollment targets of 25 students each. Students remain enrolled all year for a total of 50. EAROP may enroll slightly above target to meet demand.

Enrollment history:

2021–22: 39

2022–23: 52

2023–24: 54

2024–25: 52

2025–26: 58

B.

EAROP ensures projected student enrollment for the Welding Program through established recruitment structures, sustained student interest, and strong partnerships with four unified school districts. Welding remains one of EAROP's most in-demand pathways, consistently operating at capacity. Enrollment demand has increased by approximately 40% since 2021–22, demonstrating sustained interest and viability.

To ensure enrollment targets are met, EAROP collaborates with partner districts to allocate pathway seats proportionally based on secondary enrollment using CTEIG ADA data. EAROP coordinates closely with site counselors to schedule students into morning or afternoon sessions and releases unused seats to students on waitlists. This system provides accurate enrollment forecasting and prevents under-enrollment.

EAROP staff conduct comprehensive recruitment activities to reach all students. Course descriptions are included in both district and EAROP course catalogs, and EAROP's offerings are embedded in each school's course request process. Staff present annually to district school boards, principals, and counseling teams to inform placement decisions and maintain alignment with district goals. Sophomore presentations are provided to every student in partner high schools, including continuation and alternative sites, ensuring equitable exposure to pathway options.

Following presentations, students participate in guided tours at the EAROP Center led by trained Student Ambassadors, allowing them to view live welding demonstrations, interact with instructors, and explore safety equipment. EAROP also sponsors Career Technical Student Organization (CTSO) leadership activities and hosts center-wide events that build pathway culture and visibility.

To cultivate long-term sustainability, EAROP conducts middle school tours and hosts a Middle School CTE Summit to develop early interest and support future enrollment pipelines. These outreach efforts, combined with consistent district communication and visible community presence, ensure that student recruitment, enrollment, and retention remain strong.

Part 3: Identification of Feeder Schools and Partners

A.

Partner high schools had limited involvement. EAROP updated district CTE leads and superintendents. Project participants included the instructor, construction manager, Technical

Welding, Miller Welding, Pacific Welder, Salas O'Brien engineers, and KYA contractors. See Appendix C

Part 4: The Accountability Plan

A.

EAROP maintains a structured accountability plan to ensure strong enrollment, outcomes, and continuous improvement. The program serves ~50 students annually. EAROP anticipates all participants will qualify for the EAROP Welding Certificate recognized by regional employers. A Year 2 AWS certification is in development. Modernized booth capacity allows 40–45 students annually to qualify for an industry-recognized credential.

Approximately 50% of completers will enter employment, apprenticeship, or military technical specialties. Students transition to companies such as Gillig, BayFab, Western Truck Fab, Detention Device Center, and A&D Precision Inc. Students learn hiring expectations, complete mock interviews, and network with employers.

EAROP expects 8–10 students annually will transition into postsecondary training, including Chabot College and Universal Technical Institute (UTI).

EAROP collects enrollment, demographic, and certification data annually; compares enrollment against CBEDS; and supports CDE C-101 reporting. Data are shared with the Governing Board, advisory committees, district partners, and industry stakeholders.

EAROP is expanding systems to track postsecondary outcomes and disseminates findings through reports, meetings, and community communications.

B.

As a JPA ROP, EAROP is not a comprehensive high school and not subject to EC 51228. However, EAROP Welding courses are A-G approved and articulated for early college credit with Chabot Community College. Both of these designations are third party validations of the rigorous course content. EAROP conducts biannual Advisory meetings for each of our pathways, including Welding. Without this project, we would have had to close our Welding program. Funding this project allows us to continue to offer a high quality CTE Program that meets the needs of students and the labor market.

Part 5: Educational Specifications and Equipment/Space Requirements

A.

The modernization upgrades two welding shops and one classroom serving ~50 students annually. Work focused on safety, ventilation, electrical capacity, lighting, and instructional efficiency aligned with AWS competencies.

Facility improvements included replacement of ventilation systems, installation of snorkel fume extraction arms, roof-mounted fans, spark arrestors, and Class-1 duct components. Non-functional gas-fed heaters and abandoned piping were removed; shut-off valves were added.

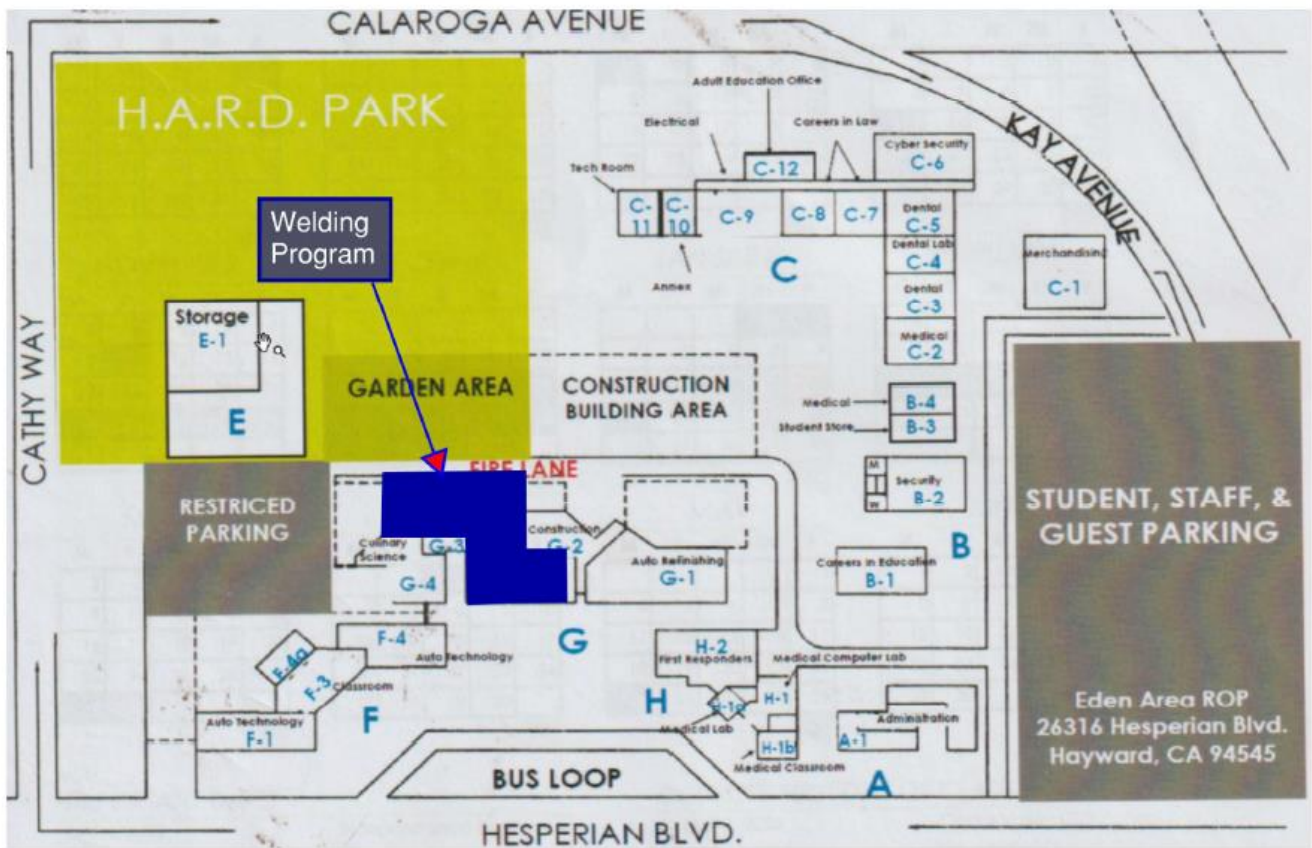
Electrical infrastructure was modernized with new conduit, breakers, and outlets. LED lighting provides 50 foot-candles of illumination. Specialty connections support the plasma cutter and six-pack power unit.

Booths were dismantled, rebuilt, and expanded using rigid framing and flame-resistant dividers. Ceiling panels were replaced, walls resurfaced, and welding curtains upgraded to modern tinting. Layout reconfiguration improved instructor lines-of-sight.

Obsolete equipment was removed; new ARC welders and welding leads were added. Cord protection and cable trays improved equipment routing.

Mechanical conversions tuned roof units for higher CFM output. Electrical demolition removed outdated equipment. Structural attachment points and ventilation balancing were verified.

B. School Site Plan:



Edin Area ROP
Welding Program

46'-4"

40'-9"

25'-4"

43'-6"

25'-6"

52'-4"

55'-8"

37'-0"

63'-0"

UPPER

OFFICE

BOYS

VESTIBULE

TOOL RA

MECH

CARPENTRY SHOP

MET. WELDING SHOP

CLASSROOM

EXHAUST HOSE (TYP.)

UP TO ROOFTOP WELDING SP.

HEATER

EXHAUST VENT

EXHAUST FAN

PANEL ZONE

PANEL MAIN BREAKER

NEW NEMA RECEPT., PYLE NATIONAL HUBBELL TWIST-LOCK

The program operates across two welding shops and one classroom.

- Lecture, safety briefings, assessments, certification preparation
- LED lighting, flexible seating

- Small Group Demonstration

- MIG/TIG stations, ARC welding, plasma cutter, six-pack power bank
- Rebuilt booths with rigid framing and dividers
- 50A receptacles and snorkel arms, Snorkel extraction at each booth

- Improved instructor visibility
- Walk-over cord protection
- Dedicated eyewash station

Equipment and Tools (745 sq. ft.):

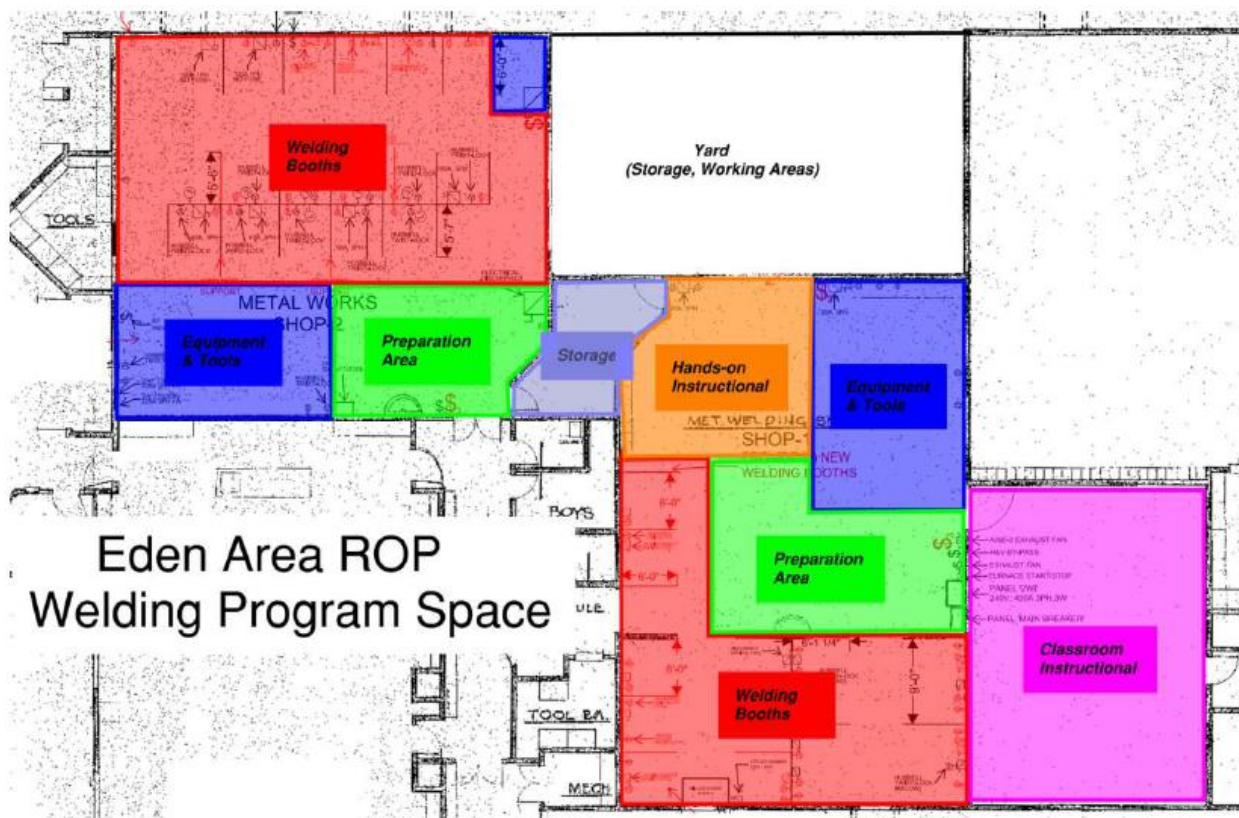
Preparation Area (745 sq. ft.):

- Grinding/cutting

Storage (150 sq. ft.)

Total footprint: 5,010 sq. ft.

This configuration supports AWS certification preparation and safe, efficient instruction.



E.

The project was informed by industry consultation, engineering review, and internal assessment. Evaluations identified non-functional ventilation, outdated wiring, insufficient booths, and limited instructor visibility.

Technical Welding Supply advised on equipment, consumables, and booth outlet requirements; Miller Welding Supplies advised on curtain materials, spark arrestors, and booth

panels. Salas O'Brien verified exhaust benchmarks, static pressure requirements, attachment points, and electrical demands.

The modernized space supports ARC, MIG, TIG, and plasma cutting. Expanded booth geometry allows instructors to demonstrate weld angles and heat control. Cable trays and cord protection reflect industry standards.

Instructional activities now enabled include:

- Localized fume extraction training
- Multi-process welding
- Plasma cutting
- Heat-affected zone inspection
- AWS certification practice

These activities were previously limited due to ventilation failure and inadequate power distribution.

F.

The project creates a safe, industry-aligned environment supporting entry-level employment, pre-apprenticeships, and postsecondary welding programs. The program serves ~50 students annually across Welding I and II. The space supports two instructional periods per day at 25–28 students each.

At any time:

- 18–20 students may be in lecture
- 14–16 students may occupy welding booths
- 2–4 students may rotate through grinding or demonstration areas

Modernized infrastructure allows multi-process instruction in a single period.

Part 6: Budget Justification/Detail Sheet (Form B)

A.

The total capital cost for the EAROP Welding and Materials Joining modernization project is \$1,039,614.50. The program serves approximately 50 students per year across two pathway courses (Welding I and Welding II). To determine the annual capital cost per student, the total project cost was divided by the annual student enrollment:

$\$1,039,614.50 \div 50 \text{ students} = \$20,792.29 \text{ per student.}$

This calculation reflects the direct capital investment required to ensure each learner has access to a safe, modern, and industry-aligned instructional environment. Costs include full replacement of exhaust systems, electrical infrastructure upgrades, expanded welding booth

capacity, LED lighting improvements, new safety features, and the installation of industry-standard equipment. These upgrades were essential to comply with Cal/OSHA requirements, support American Welding Society (AWS) competencies, and maintain program viability.

Capital improvements of this scale provide multi-year instructional benefit and significantly extend the useful life of lab infrastructure, spreading the value across multiple future student cohorts. However, for the purposes of this grant requirement, the cost per student is calculated based on annual student enrollment at full program capacity, consistent with state guidance.

B.

Technical Welding Supply and Miller Welding Supplies provided in-kind match for the project as well as industry expertise. Technical Welding was a key partner in the design of the welding booth layout and ventilation drop recommendations. Miller provided technical expertise on the electrical load and layout to meet the needs of equipment throughout the shops and in the booths. This support will continue as well as the development of other industry partnerships. See Appendix for Letters of Support.

C.

EAROP reviewed three different proposals for the project. While EAROP was interested in the most economical proposal, it was also important to have the industry input and collaboration based on expertise and the partner's investment in the success of the program. The long-standing relationship with Technical Welding and Pacific Welder was key to determining the most cost-effective and industry standard aligned plan for addressing our equipment needs.

D.

All grant funds will be expended in an objective, transparent manner with careful consideration of price, quality, and compliance. Materials were procured through the State's Schoolbuys program to ensure competitive pricing.

The project design and specifications were developed by a licensed professional engineer. The focus was on sturdy, code-compliant equipment with industry-standard warranties, accessible maintenance points, and long-life expectancy. Ductwork layouts were designed for easy access and cleaning; exhaust fans were installed with cleanouts and service points for routine maintenance.

The modernization addressed prior hazards: nonfunctional exhaust systems, inadequate lighting, undersized booths, and outdated electrical wiring. The redesign improved instructor visibility and overall safety in both welding shops. Contractor submittals for all materials and equipment were reviewed and approved by the engineer before installation to ensure specification compliance.

Mechanical improvements included proper exhaust air volume, snorkels, screens, and spark arrestors; electrical upgrades replaced outdated wiring, added new switches, and installed code-compliant connectors, ensuring longevity, safety, and performance.

E.

EAROP has a standard open Purchase Order with Pacific Welder for repairs and equipment inspections. The plan is to have service visits twice a year with an on-call option. The Welding Instructor does weekly inspections of equipment and daily reviews of equipment performance to ensure the upkeep and proper operation but also to ensure student safety.

Part 7: Unique Conditions (3 Points Possible)

A.

As a JPA ROP, EAROP does not have bonding authority and therefore few mechanisms to comprehensively address facilities issues. Hayward Unified owns the property and EAROP is highly reliant of the property owner as a partner with regards to any facility issue. Because of these unique conditions, CTEFP funding is critical for conducting major improvements for our pathways and students.

Career Technical Education Facilities Program Seventh Funding Cycle Application

Appendix A (Rev. 5/25)

Identify the industry sector, pathway, sequence of courses being considered and the CALPADS numbering.

Industry Sector: MAN-Manufacturing and Product Development

Pathway 1: 213-Welding and Materials Joining

Sequence of Courses

Introductory: _____ CALPADS #: _____

Concentrator 1: Welding Technology IP CALPADS #: 8230

Concentrator 2: _____ CALPADS #: _____

Capstone: Welding Technology IIP CALPADS #: 8231

Pathway 2: _____

Sequence of Courses

Introductory: _____ CALPADS #: _____

Concentrator 1: _____ CALPADS #: _____

Concentrator 2: _____ CALPADS #: _____

Capstone: _____ CALPADS #: _____

Pathway 3: _____

Sequence of Courses

Introductory: _____ CALPADS #: _____

Concentrator 1: _____ CALPADS #: _____

Concentrator 2: _____ CALPADS #: _____

Capstone: _____ CALPADS #: _____

Pathway 4: _____

Sequence of Courses

Introductory: _____ CALPADS #: _____

Concentrator 1: _____ CALPADS #: _____

Concentrator 2: _____ CALPADS #: _____

Capstone: _____ CALPADS #: _____

Pathway 5: _____

Sequence of Courses

Introductory: _____ CALPADS #: _____

Concentrator 1: _____ CALPADS #: _____

Concentrator 2: _____ CALPADS #: _____

Capstone: _____ CALPADS #: _____

Appendix B (Rev. 5/25)

[illegible]

Welding Appendix C

Identification of Feeder Schools and Partners

Name	Title	School	Phone	Feeder School/Middle School	High School/ROCP	Student	Parent	Counselor	Community Member	Community College	Business/Industry Member	Other Stakeholder	Participated in Project	Articulation/Dual Enrollment	Review and Approval of CTE Plan
B. Juarez	Welding Instructor	EAROP											x		
C. Fortenberry	Principal	Castro Valley HS			x										
K. Kahn	Principal	Redwood Continuation HS			x										
W. Miller	Principal	Hayward HS			x										
M. Walton	Principal	Mt. Eden HS			x										
V. Estrada	Principal	Tennyson HS			x										
Y. Beavers	Principal	Brenkwitz Continuation HS			x										
A. Webster	Principal	Arroyo HS			x										
M. Be	Principal	San Lorenzo			x										

October 31, 2025

Blaine C. Torpey, Superintendent
Eden Area Regional Occupational Program
26316 Hesperian Blvd, Hayward, CA 9454

Dear Superintendent Torpey,

On behalf of Pacific Welder Repair, I am writing to express our strong support for the Eden Area Regional Occupational Program (EAROP) Welding and Materials Joining facility modernization project submitted through the Career Technical Education Facilities Program (CTEFP). As a regional employer serving the Bay Area manufacturing and skilled-trades sectors, we recognize EAROP as a critical pipeline for preparing the next generation of welders, fabricators, and industrial technicians.

Our organization has partnered with EAROP through program advisory meetings, facility walkthroughs, and equipment alignment reviews. Throughout this project, EAROP has actively sought industry input regarding exhaust requirements, shop layout, safety considerations, and the selection of ARC, MIG, and TIG equipment that reflects current workplace expectations. We are confident that the resulting facility will greatly improve student preparation and workplace readiness.

Pacific Welder Repair has contributed to this effort through servicing and repairing their welders at a reasonable cost. These contributions help ensure that students are trained on modern tools, follow appropriate ventilation and safety protocols, and gain familiarity with procedures they will encounter on job sites.

Our ongoing support plan includes continued participation on the CTE advisory committee, guest demonstrations, résumé review workshops, and work-based learning placements such as job shadows, internships, and facility tours. We will also continue to service and repair their welding equipment at a reasonable cost.

This upgraded welding facility represents a significant investment in regional workforce development. We are confident it will expand access to high-quality jobs, strengthen industry-education partnerships, and support economic mobility for students across the Eden Area.

We strongly endorse EAROP's application and look forward to continuing our partnership.

Sincerely,

John Read

Owner

Pacific Welder Repair LLC

Business Phone: 408-687-1245

Career Technical Education Facilities Program Seventh Funding Cycle Application

Form B – Budget Justification/Detail Sheet (Rev. 5/25)

Local Education Agency: Eden Area Regional Occupational Program

Name of Industry Sector: MAN-Manufacturing and Product Development

Name of Pathway(s): 213-Welding and Materials Joining

Provide sufficient detail to justify the budget. The budget justification page(s) must provide all required information even if the items have already been identified and discussed in another section. For each expenditure type, list the associated costs. The scope and budget in this application must be consistent with the funding application submitted to Office of Public School Construction. Equipment without a 10 year life span are not eligible.

Facilities Description and Cost

See Attached Detail in Appendix D

Equipment Description	Make	Model	Quantity	Price	Subtotal
MIL-907865* XMT400 ArcReach, Tweco ***EDUCATIONAL DISCOUNT	Miller Electric	XMT400 ArcReach	9	5,915.72	53,241.48
MIL-95100002* Dynasty® 400 208- 600 V, Wireless Foot Control Complete ***EDUCATIONAL DISCOUNT***	Miller Electric	Dynasty® 400	1	15,269.29	15,269.29
FILTAIR 12000, 30HP, 460/3/60 Input Power @ 40 FLA	FILTAIR	12000	2	70,570.12	141,140.24
Spark Arrestors	ABICOR BINZEL	24" Spark Cooler	2	5,712.00	11,424.00
Modular Extraction System	DiversiTech	4' x 4' Low-Profile Modular Hood	1	4,189.35	4,189.35
Extraction System Arm	DiversiTech	6" Telescopic Extraction Arm	1	13,176.20	13,176.20

Estimated Total Cost of Project: \$1,039,614.50

Form B Narrative Facilities Description and Cost

Mark Miller: \$26,382.50

Construction Manager Consultant: Project Scope, planning and execution, assessment, procurement, budgeting and construction.

- Provide protection to all existing furniture, equipment, and other items stored within the areas of work to prevent dust accumulation and damage.
- Coordinate demolition and removal of existing building components as necessary to accommodate and complete the new work.
- Oversee removal of welding equipment designated for decommissioning and coordinate receipt and distribution of new welding machines and equipment.
- Verify the integrity of the existing electrical panels and distribution system in the classroom/lab and shops.
- Coordinate demolition of existing lighting and installation of new LED lighting and controls in the classroom, Shop 1, and Shop 2.
- Manage shop layout reorganization to increase student access, add booths and additional exhaust system drops, and relocate equipment per contract drawings.
- Ensure walk-over cord protection installation in Shop 2 and support safe student circulation.
- Coordinate relocation of the Torchmate plasma cutter to Shop 2 and relocation of the six-pack welding power unit.
- Oversee cable tray installation above welding booths for welding lead distribution.
- Monitor adherence to plans, code requirements, and proper sequencing of trade activities.

Salas O'Brien: \$8,000

Engineering Firm: Layout and design, review of mechanical, programming recommendations, schematic drawing for scope and modification.

Mechanical/Plumbing (Design & Engineering)

- HVAC basis of design: Size systems to serve total CFM/static pressure for all weld stations; establish performance criteria and sequences of operation.
- Ductwork design: Prepare Class-1 duct sizing, routing, supports, and details to meet CMC code, airflow, and pressure requirements.
- Local exhaust layout: Design individual exhaust drops and flexible snorkel arm locations per station; specify accessible manual dampers.

- Performance specifications: Specify snorkel arm length/diameter and verify manufacturer pressure drop/CFM compliance.
- Health & safety fixtures: Specify replacement hand-wash sink/eyewash and quarter-turn bronze ball shut-off valves.
- Gas systems: Define scope to remove/abandon natural gas piping back to main; label retained lines serving active equipment.
- Compressed air: Design re-route to serve relocated equipment; produce plans/details.

Electrical (Design & Engineering)

- Lighting design: Specify LED fixtures/controls to achieve 50 fc at floor/desk; 4000K, ≥ 70 CRI; lay out circuits and controls.
- Power distribution: Design one 120V, 20A duplex per station; circuiting, panel schedules, load calcs, and fault/voltage drop checks.
- Welding power: Specify 50A, 3-phase, 250V receptacles (1–2/station) with 60A local disconnects; coordination notes.
- Device standards: Replace legacy Pylon National NEMA devices—specify Hubbell twist-lock or permanent metal covers.
- Equipment coordination: Confirm final receptacle types with school; coordinate with selected welding equipment.

Architectural (Design & Engineering)

- Booth modifications/additions: Produce plans, details, and specs to modify existing booths and add two new booths in Shop 1 and Shop 2.
- Materials & detailing: Specify rigid conduit framing and solid/flame-resistant panel systems to match existing style.
- Dimensional control: Coordinate booth layout dimensions per floor plan; ensure clearances, egress, and ADA considerations.

Mechanical Verification (Shop 2) — Testing & Oversight

- TAB protocol: Develop test procedures to measure existing upblast fan CFM, static pressure, and motor amperage; define acceptance criteria.
- Capacity analysis: Review TAB results at 100% fan speed; assess adjustability (sheaves/VFD).

- Engineering recommendation: Compare aggregate snorkel airflow demand to measured fan capacity; issue directive to retain/adjust or replace fans.

KYA Services LLC (Materials): \$788,504

Labor Source (Labor): \$216,728

General Contractor: Labor, installation and construction.

General

- Protection & prep: Protect existing furniture/equipment from dust and damage; set containment as required.
- Demolition & removal: Demolish building components as needed for new work; remove welding equipment slated for decommissioning; legally dispose.
- Logistics: Receive and distribute new welding machines/equipment.

Lighting & Power

- Electrical demo/new work: Demolish existing electrical as necessary; install new branch circuitry to each booth.
- LED lighting/controls: Remove existing fixtures; install specified LED fixtures and controls in the classroom, Shop 1, and Shop 2.
- Equipment connections: Provide power terminations to new equipment installed by other trades (e.g., exhaust fans).

Shop 1

- Welding booths: Dismantle/rebuild per new layout; furnish and install new booths using similar materials (piping, flame-resistant dividers).
- Exhaust system: Demolish existing; install new ductwork, snorkels, and exhaust fan with all hangers/attachments for secure installation.
- Electrical to booths: Install receptacles, disconnects, and wiring per plans.
- Plumbing trim: Install water shut-off valve at existing sink.
- Curtains: Install new welding booth curtains.

Shop 2

- Welding booths: Dismantle/rebuild per new layout; materials to match existing (piping, flame-resistant dividers).

- Exhaust system: Demolish existing; install new ductwork, snorkels, and exhaust fan with hangers/attachments.
- Electrical to booths: Install new electrical to each booth per plans.
- Equipment connections: Provide electrical connections to new exhaust fan(s) and other specified equipment.
- Plumbing trim: Install water shut-off valve at existing sink.
- Curtains: Install new welding booth curtains.
- Cable management: Install walk-over cord protection.
- Relocations: Relocate Torchmate plasma cutter to Shop 2 corner per drawings/SK-01 and provide specialty electrical connection.
- Power distribution: Relocate six-pack welding power unit from Shop 1 to Shop 2; install cable tray above booths for welding lead distribution.

Total cost of project: \$1,039,614.50

50%: \$519,807.25