

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

# Thursday, July 23, 2020 5:45 pm

# **GOVERNING BOARD MEMBERS**

Jo A.S. Loss, President Dr. Robert Carlson, Vice President Peter Oshinski, Member Juan Campos, Member Castro Valley Unified School District Hayward Unified School District San Leandro Unified School District San Lorenzo Unified School District

# MISSION STATEMENT

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



# Regular Meeting of the ROP Governing Board

The meeting will be conducted completely online by Executive Order N-29-20 & Alameda County Order 20-04. Please see agenda contents for specific access information.

Date: Thursday, July 23, 2020

Time: 5:45 p.m.

#### NOTICE - COVID-19 PUBLIC HEALTH EMERGENCY BOARD MEMBERS TO ATTEND VIRTUALLY

In compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Eden Area ROP Governing Board will be conducting meetings virtually until further notice. This means there will be no specific physical meeting place; the meeting will be held remotely. However, public participation continues to be welcomed and encouraged.

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

To observe the meeting by video conference, please click on <u>LINK</u> or go
 https://us02web.zoom.us/j/83707625481?pwd=Q1FNTExWaHV2dzEwMINSMWREbHloUT09
 to at the noticed meeting time.

Meeting ID: 837 0762 5481

Password: ROP723

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

**To listen to the meeting by phone**, please call at the noticed meeting time 1-669-900-6833, then enter ID 837 0762 5481, then press "#". Password: 666907

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

#### **Public Comment Instructions:**

- To comment by video conference, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: https://support.zoom.us/hc/en-us/articles/205566129 -Raise-Hand-In-Webinar.
- To comment by phone, you will be prompted to "Raise Your Hand" by pressing "\*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: https://support.zoom.us/hc/en-us/articles/201362663 -Joining-a-meeting-by-phone.

#### **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 him/herself and his/her 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 "Other Business" 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

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to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

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

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Mission Statement
- V. Approval of Agenda

# VI. Public Comment for Items Not on the Agenda that are Related to the District

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

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

#### **Public Comment Instructions:**

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

# VII. Consent Calendar

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

A. Request the Governing Board to approve the Personnel Action Items (pages 4-6)

# VIII. Information Items

- A. First Reading of the Governing Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan (pages 7-16)
- B. Reopening of School Plan (page 17)

#### IX. Action Items

A. Request the Governing Board to approve the adoption of Resolution 1-20/21: Recognizing the Fight Against Injustice and Proclaiming that Black Lives Matter (pages 18-20)

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- B. Request the Governing Board to approve the Agreement with the California School Boards Association (CSBA) for GAMUT Services for the 2020-2021 School Year (pages 21-26)
- X. Superintendent's Report
- XI. Other Business/Governing Board Reports
  - A. ROP Governing Board
- XII. Adjournment

# **CONSENT CALENDAR**



DATE: July 23, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Personnel Action

**Items** 

# **CURRENT SITUATION**

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

# **CONSENT CALENDAR**

# INFORMATION ITEMS



DATE: July 23, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: First Reading of the Governing Board Policy and Administrative

Regulation 0470: COVID-19 Mitigation Plan

# **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.

# **CURRENT SITUATION**

In response to the unique issues resulting from the COVID-19 pandemic, there are many implications regarding governance provided via the implementation of our board policies. To address these issues, California School Boards Association (CSBA) developed a sample overarching policy to address educational issues related to COVID-19. Staff has reviewed the sample policy and edited it in accordance with the Eden Area ROP current policies.

What follows is the first reading of board policy and administrative regulation 0470: COVID-19 Mitigation Plan to reflect current law and regulations.

# RECOMMENDATION

Information only

## **COVID-19 MITIGATION PLAN**

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

```
(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 5141.22 - Infectious Diseases)
(cf. 9310 - Board Policies)
```

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

The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction. The Board's decision to reopen school campuses for classes, shall be made in consultation with state and local health officials, the county office of education, and partner school districts. The Eden Area ROP shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.

```
(cf. 0400 - Comprehensive Plans)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
```

The Superintendent or designee shall also provide information on the processes and protocols the district Eden Area ROP will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6020 - Parent Involvement)
```

# **Student Support**

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

```
(cf. 0415- Equity)
```

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

```
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
```

As needed, the Eden Area ROP may provide referrals of students and families to basic needs assistance or social services.

```
(cf. 6173 - Education for Homeless Children)
```

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

```
(cf. 5141.4 - Child Abuse Prevention and Reporting)
```

#### **Instruction/Schedules**

The Eden Area ROP shall offer a combination of on-campus instruction and distance learning to meet the needs of all students.

```
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
```

The Superintendent or designee shall work with partner districts to recommend to the Board a schedule of on-campus instruction. If all students cannot attend on-campus instruction due to space limitations as a result of social distancing requirements, the Superintendent or designee shall consider arrangements for rotating groups of students, such as on a daily or weekly basis.

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(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
```

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the Eden Area ROP may supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

## Grading

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

- 1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
- 2. Assignment of pass/no pass grades for all courses
- 3. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means

(cf. 5121 - Grades/Evaluation of Student Achievement)

#### **Student Absence and Attendance**

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

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(cf. 5113 - Absences and Excuses)
```

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the Superintendent or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

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(cf. 6154 - Homework/Makeup Work)
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The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The Eden Area ROP employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the Eden Area ROP and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or attendance supervisor shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

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(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
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#### **Social Distancing**

In order to maintain a campus environment that allows for social distancing, the Eden Area ROP shall assess the capacity of school facilities, including classrooms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the Eden Area ROP may:

- 1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other
- 7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives

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(cf. 3540 - Transportation)
(cf. 3543 - Transportation Safety and Emergencies)
```

8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

```
(cf. 5142.2 - Safe Routes to School Program)
```

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

```
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
```

## **Personal Protective Equipment and Hygiene Practices**

The Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the Eden Area ROP shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Face coverings shall not be required for children younger than two years, or for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The Eden Area ROP shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

# **Sanitization of Facilities and Equipment**

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

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(cf. 3510 - Green School Operations)
(cf. 3514.1 - Hazardous Substances)
(cf. 4157/4257/4357 - Employee Safety)
```

#### Staff

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

```
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)
```

# Follow-Up with Infected Persons/Contact Tracing

The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.

#### **Nondiscrimination**

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

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(cf. 0410 - Nondiscrimination in District Programs and Activities)
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Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public

education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

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(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
```

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

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(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
```

# **Community Relations**

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding Eden Area ROP operations, school schedules, and steps the Eden Area ROP is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility

as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

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(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 9010 - Public Statements)
```

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

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(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
```

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all Eden Area ROP protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

(cf. 1250 - Visitors/Outsiders) (cf. 1330 - Use of School Facilities)

## **Potential Reclosure of Campus**

The Eden Area ROP shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose

school campus for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the Eden Area ROP shall continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

Legal Reference: (see next page)

# Legal Reference:

#### EDUCATION CODE

44978 Sick leave for certificated employees

45191 Leave of absence for illness and injury, classified employees

48205 Excused absences

48213 Prior parent notification of exclusion; exemption

48240 Supervisors of attendance

49451 Exemption from physical exam; exclusion from attendance

#### **GOVERNMENT CODE**

11135 Nondiscrimination in programs or activities funded by state

12945.1-12945.2 California Family Rights Act

# **HEALTH AND SAFETY CODE**

120230 Exclusion from attendance

#### LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

# CODE OF REGULATIONS, TITLE 2

11087-11098 California Family Rights Act

#### CODE OF REGULATIONS, TITLE 5

202 Exclusion from attendance

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

## UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended, especially:

2601 Paid sick leave

2620 Public health emergency leave

#### UNITED STATES CODE, TITLE 42

1760 Note National School Lunch program waivers addressing COVID-19

#### CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

#### Management Resources:

#### CSBA PUBLICATIONS

Sample School Board Resolution on Grading During Emergency School Closures

## CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs for 2019 Novel Coronavirus

FAQs on Grading and Graduation Requirements

## CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, March 16, 2020

School Guidance on Novel Coronavirus or COVID-19, March 7, 2020

# CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Considerations for Schools, rev. May 19, 2020

Interim Guidance for Schools and Day Camps, May 2020

Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare,

and Respond to Coronavirus Disease 2019 (COVID-19), March 25, 2020

#### OFFICE OF THE GOVERNOR PUBLICATIONS

Executive Order N-30-20, March 17, 2020

Executive Order N-26-20, March 13, 2020

# OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19,

2020

#### U.S. DEPARTMENT OF LABOR POSTERS

Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under the Families First Coronavirus Response Act

#### **WEB SITES**

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov

California Department of Public Health: https://www.cdph.ca.gov

Centers for Disease Control and Prevention: https://www.cdc.gov/coronavirus/2019-ncov

Office of the Governor: https://www.gov.ca.gov

Office of Management and Budget: https://www.whitehouse.gov/omb

U.S. Department of Labor: https://www.dol.gov World Health Organization: https://www.who.int

Policy adopted:



DATE: July 23, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent SUBJECT: Reopening of School Plan

# **BACKGROUND**

During the fourth quarter of the 2019-2020 school year, the Eden Area ROP engaged in distance learning in response to the COVID-19 pandemic and a Shelter in Place (SIP) order issued by the State of California. For the 2020-2021 school year, the California Department of Education (CDE) has directed school districts to develop a plan for opening the 2020-2021 school year. This plan includes measures to implement physical distancing and utilize distance learning, where appropriate. The plans developed by the Eden Area ROP staff offer distance learning and in-person instruction to the greatest extent possible while maintaining recommended physical distancing and cleaning practices.

# **CURRENT SITUATION**

The reopening plan for the Eden Area ROP will be dictated by the plans adopted by our partner districts. As our partner districts finalize their plans for the start of the school year, the Eden Area ROP will finalize our reopening plans within the districts' framework. To this end, we have been developing plans to support both a 100% distance learning model and a blended learning model for students.

The presentation tonight will provide the Governing Board with an update regarding the implementation of both models.

# RECOMMENDATION

Information only

# **ACTION ITEMS**



DATE: July 23, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 1-20/21: Recognizing the Fight Against Injustice and

**Proclaiming that Black Lives Matter** 

# **CURRENT SITUATION:**

The senseless deaths of George Floyd, Breonna Taylor, Ahmaud Arbery, Rayshard Brooks and the many other black men, women, and children in the past are reminders of the urgent need to stand up against injustice and policies that have failed communities of color for hundreds of years. Calls for justice through peaceful protests demanding accountability are heard loud and clear around the country and globally. Addressing institutionalized racism requires critical examinations of policies, practices and programs. Throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society, resulting in disparate lack of access to economic prosperity, health outcomes, educational opportunities, and social mobility of people of color.

As an organization responsible for educating the future generation, our goal is to ensure that we continue to remove every barrier to security and prosperity for all. At the Eden Area ROP, we believe that All Means All. This means that every student is deserving of the best opportunities to be happy, healthy and successful. We can only realize this vision by lifting up each student and affirming that Black Lives Matter at the Eden Area ROP. We are deeply invested in this work as an educational institution and understand that there is much more to be done. We will continue to hold ourselves accountable with a sharp eye on our policies and practices in and out of the classroom and continual examination of our curriculum materials to ensure that they accurately portray the contributions of African Americans and other historically marginalized groups.

The resolution on the agenda at this board meeting is in recognition of the fight against injustice and in support of the Black Lives Matter movement.

# RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 1-20/21: Recognizing the Fight Against Injustice and Proclaiming that Black Lives Matter.



# Recognizing the Fight Against Injustice and Proclaiming that Black Lives Matter

A RESOLUTION of the Governing Board to declare that the lives of black students matter and that we encourage center-wide participation in the national Black Lives Matter at School Week from February 3-7, 2021; and

WHEREAS, in response to both currently and historically disparate treatment of African Americans, a nationwide movement has arisen to assert that Black Lives Matter; and

WHEREAS, the Governing Board is committed to maintaining a safe, positive school environment where all students, staff, parents/guardians. and community members are treated with respect and dignity;

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have lasting negative consequences for our communities of color; and

WHEREAS, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

WHEREAS, the problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' future; and

WHEREAS, with protests around the nation erupting in the wake of the death of George Floyd, the Governing Board encourages peaceful protests against brutality and racism, the sharing of critical messages to change behaviors and our political system, and a showing of respect for every human being regardless of race, ethnicity, and economic status; and

WHEREAS, the Governing Board calls upon parents, educators, leaders, and all community members to help our children understand and react to racial differences, and to teach our youth how to peacefully speak up against injustice, racism and inequality; and

WHEREAS, it is time to take a big step forward, join together to actively combat racism, and commit to creating an unbiased and inclusive society free of discrimination, harassment and negative stereotyping toward any person or group;

NOW, THEREFORE, BE IT THEREFORE RESOLVED that the Governing Board stands strongly among our Black students, staff, families, and community and vows to reflect upon its policies, values, goals, and missions to endure its commitment to all.

PASSED AND ADOPTED this 23<sup>rd</sup> day of July 2020 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:		
NOES:		
ABSTENTIONS:		
ABSENT:		
	Linda Crangar	_

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



DATE: July 23, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement with the

California School Boards Association (CSBA) for GAMUT Services for

the 2020-2021 School Year

# **BACKGROUND**

The California School Boards Association (CSBA) is a nonprofit education association representing the elected officials who govern public school districts. CSBA provides policy resources and training to members, and represents the statewide interests of public education through legal, political legislative, community and media advocacy.

# **CURRENT SITUATION**

CSBA last worked with the Eden Area ROP to update governing board policies during the 2019-2020 school year. In order to ensure we are compliant with current educational code, CSBA will provide GAMUT Policy and GAMUT Policy Plus services. These services will enable the 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. Policy Plus includes ongoing policy consulting and gives the option to edit and post adopted policies directly or submit drafts to CSBA for review and consultation.

## Fiscal Impact

Annual cost of \$3,795 plus a one time \$250 set up fee.

# RECOMMEDATION

It is recommended that the Governing Board approve the Agreement with the California School Boards Association (CSBA) for GAMUT services for the 2020-2021 school year.

# CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and EDEN AREA ROP 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 1<sup>st</sup> to June 30<sup>th</sup>. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30<sup>th</sup> 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 1<sup>st</sup> to JUNE 30<sup>th</sup> (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 <a href="https://simbli.eboardsolutions.com/termsofservice.pdf">https://simbli.eboardsolutions.com/termsofservice.pdf</a> and <a href="https://eboardsolutions.com/privacy-statement/">https://eboardsolutions.com/privacy-statement/</a>, 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, 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 Service

# CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

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 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.

# CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

- 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 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.
- **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.

# CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

**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 of Hayward,
	Signature
Robert J. Tuerck Assistant Executive Director	
Policy & Governance Technology	Printed Name
Date	Title
	Date

# CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

#### ATTACHMENT A

Subscriber is contracting for and agrees to pay for the following Services described in this Attachment. Subscriber will be billed for these services pursuant to the terms this Agreement. Any prorated reduction in fees or discounts will be indicated on the invoice. Annual subscription 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. <u>Annual Subscriptions</u>. to be provided through GAMUT:

Module	Fee
GAMUT Policy <sup>1</sup>	\$1,715 (New Service)
GAMUT Policy Plus	\$2,080 (New Service)
GAMUT Meetings	N/A

2. <u>Training and Set Up Fees</u>. Subscriber agrees is contracting for the following training and site set up:

Module	Fee
Set Up Fee <sup>2</sup>	\$250
On Site Training <sup>3</sup>	N/A

California School Boards Association	EDEN AREA ROP of Hayward,
Robert J. Tuerck	Signature
Assistant Executive Director	
Policy & Governance Technology	Printed Name
Date	
<del></del>	Title
	Date

<sup>&</sup>lt;sup>1</sup> CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. 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 District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

<sup>&</sup>lt;sup>2</sup> 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.

<sup>&</sup>lt;sup>3</sup> 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.