SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, June 11, 2020

CORONAVIRUS DISEASE (COVID-19) NOTICE

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order N-35-20 issued on March 21, 2020 allowing for deviation of teleconference rules required by the Brown Act and pursuant to the order of the Health Officer of San Mateo County dated March 16, 2020 as this meeting is necessary so that the South San Francisco Unified School District can conduct necessary business and is permitted under the order as an essential governmental function.

The Board of Trustees invites the community to participate in the meeting virtually.

The Board meeting will be streamed live and you can view it by visiting this web page for the Board meeting streaming link:
http://www.ssfusd.org/onlineboardmeeting
(The link will be active shortly before 7:00 p.m. on June 11)

OPEN SESSION - 6:00 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:00 p.m.

1. Conference with Labor Negotiators
   Agency Designated Representative: District Assistant Superintendent for HR/Student Services
   Employee Organization: SSFAFT
2. Conference with Labor Negotiators
   Agency Designated Representative: District Assistant Superintendent for HR/Student Services
   Employee Organization: SSFCTA
3. Superintendent evaluation.

RECONVENE INTO OPEN SESSION - 7:00 p.m.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORTING OUT FROM CLOSED SESSION

E. REVIEW OF AGENDA

F. PTA COUNCIL REMARKS

G. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

- South San Francisco Federation of Adult Educators
- South San Francisco Classroom Teachers Association
- California School Employees Association Chapter 197

H. PERSONNEL COMMISSION

I. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

J. SUPERINTENDENT'S REPORT

a. Retiree ceremony

b. Other

K. COMMUNICATIONS

Public comments may be submitted in advance of the meeting through the following link: https://bit.ly/boardmeetingjune11 beginning at 1:00 p.m. on Monday, June 8, until 3:00 p.m. on Thursday, June 11. The comments will be read by the Board President or a designee during the meeting.

To comment during the meeting, please use the following link:
NOTE: You will need to register and follow the instructions to comment during the meeting.
https://www.ssfusd.org/publiccomment

The meeting is recorded. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law, the Brown Act. The Board may request staff to respond orally at the meeting or in writing at a future time.

L. PRESENTATION

1. ADMINISTRATION

a. COVID-19 Updates and Planning Efforts

Cabinet will be providing an update to the Board on the reopening of school task force.

In accordance with the Brown Act, since Board members are videoconferencing during this meeting, all items require a roll call vote.

M. CONSENT AGENDA: The following items are submitted for Board approval. One motion will authorize action for those items so designated.

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1. ADMINISTRATION	
a. Minutes to the regular Board Meeting, May 14, 2020.	1 - 22
b. Staff recommends the approval of the Superintendent's five vacation rollover days.	23
2. EDUCATIONAL SERVICES	
a. Staff recommends the approval of the contract between the District and the San Mateo County Office of Education for the participation of 5th graders in the 2020-21 Outdoor Education program at Jones Gulch in La Honda, CA.	24 - 30
3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	31 - 34
b. Classified Personnel Assignment Order	35
4. BUSINESS SERVICES	
a. Gifts to the District, May 2020.	36 - 37
b. Professional service agreement under $25,000.	38 - 39
c. Staff recommends the approval of District a contract renewal for legal services with Dannis, Woliver, and Kelley (DWK) for FY2020-21.	40 - 43

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INFORMATION/DISCUSSION

1. ADMINISTRATION

a. Change in Summer Board Meetings Start Time 44

The Board will discuss the possibility of beginning the summer Board meetings at an earlier start time.

b. Board Advocacy Ad Hoc Sub-committee 45

The Board will discuss creating a temporary ad hoc sub-committee to review policy and advocate with legislators on topics such as school funding.

ACTION

1. ADMINISTRATION

a. Resolution No. 20-46 for Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month 46

Staff recommends the adoption of Resolution #20-46: In support of 2020 LGBTQ+ Pride Month.

b. Approval of Board of Trustees Compensation Increase 47 - 48

Staff recommends the approval of a two percent compensation increase and the continuation of a monthly $100 stipend for mileage expenses for the Board of Trustees, as presented to the Board.

c. Approval of change in Summer Board Meetings Start Time 49

The Board may or may not decide to begin the summer Board meetings at an earlier start time, as presented to the Board.

2. EDUCATIONAL SERVICES

a. Approval of Skyline Middle College Memorandum of Understanding (MOU) 50 - 65

Staff recommends the approval of the Skyline Middle College MOU for the 2020-21 academic school, with the cost of $6,800 per student, as presented to the Board.

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3. HUMAN RESOURCES

a. Approval of a Provisional Internship Permit 66 - 67

Staff recommends the approval of the Provisional Internship Permit for Marsha Contreras, mild/moderate Special Education teacher, to allow this individual to be employed on the basis of the Provisional Internship Permit, as presented to the Board.

b. Approval of Behaviorist Positions and Job Description 68 - 70

Staff recommends the approval of seven Behaviorist positions and job description to support the District's students with special needs, as presented to the Board.

c. Approval of Occupational Therapist Position and Job Description 71 - 73

Staff recommends the approval of an Occupational Therapist position and job description to support the District's students with special needs, as presented to the Board.

d. Approval of Physical Therapist Position and Job Description 74 - 76

Staff recommends the approval of a Physical Therapist position and job description to support the District's students with special needs, as presented to the Board.

4. BUSINESS SERVICES

a. Approval of Denial of Claim 77

Staff recommends the denial of a claim and referral to the District's insurance carrier, as presented to the Board.

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS *(subject to change)*

June 18, 2020 - Board study session - *(videoconference)*

- Review of plan for re-opening schools

June 25, 2020 - *(videoconference)*

- Presentation on District Health Technicians
- Approval of Children's Center 2020-21 childcare contracts and resolutions
- Approval of Consolidated Application and Reporting System Spring 2020
- Approval to increase facility use fees for 2020-21
- Approval to not increase District rental/leasing rates for 2020-21
- Public Hearing 2020-21 Budget
- Adoption of 2020-21 Budget
- Invitation for Bid (IFB) 2020: Milk and Dairy Products
- Request for Proposal Fresh Produce 2020
- Request for Proposal Commercial Food Items and Food Supplies 2020
- Request for Proposal Distribution of Processed USDA Food Items 2020
- Approval of Assistant Director of Special Education position and job description
- Approval of Coordinator of Behavior, Mental Health and Assessment position and job description
- Approval of MOU for YSB School Counseling and Safe School Advocates Services
- Approval of System Administrator for Technology Services
- Resolution on budgetary increases and year end transfers
- Resolution on Education Protection Account Funds
- Approval to increase school meal prices

July 16, 2020

- Presentation on hiring an additional District nurse
- Williams report for 2nd quarter ending 6/30/20
- Approval for Superintendent and Board to participate in the annual CSBA Conference
- Discussion on District mental health supports

August 13, 2020

- Summer School report
- Implementation of an Ad Hoc Safety Committee
- Approval of the Board Governance calendar for 2020-21
- Approval of WestEd Children's Center PIP Agreement
- Approval of Infinite Campus agreement renewal for 2020-21
- Approval of School Loop renewal agreement renewal for 2020-21

September 10, 2020

- Teaching and learning presentation - TBD

- Introduction of Student Trustees/ASB High School Presidents
- Discussion of October 8 Community Forum topic(s)
- Presentation and approval of year end unaudited actuals
- Public Hearing and resolution for confirmation of sufficient student textbooks/instructional materials
- Approval of San Mateo Co. 2020-21 CSPP preschool contract
- Resolution for Attendance Awareness Month
- Resolution Honoring Hispanic Heritage Month
- Resolution on GANN limit

September 24, 2020

- Teaching and learning presentation - TBD
- Update on Safe School Plans
- Resolution for California Week of the School Administrator
- Resolution honoring Filipino American History Month

October 8, 2020 - *Community Forum*

- Topic(s) TBD

October 22, 2020

- Teaching and learning presentation – TBD
- Williams report for 3rd quarter ending 9/30/20

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

The agenda is available for review at the District's website: www.ssfusd.org (Click on *Board Meeting Agendas and Minutes*).

A recording is made of the Open Session of each meeting. Telephone--(650) 877-8705, Fax--(650) 588-8113 or e-mail: ncantley@ssfusd.org

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Minutes of the Board of Trustees' Meeting of May 14, 2020

CORONAVIRUS DISEASE (COVID-19) NOTICE

This meeting was conducted pursuant to the provisions of the Governor's Executive Order N-35-20 issued on March 21, 2020 allowing for deviation of teleconference rules required by the Brown Act and pursuant to the order of the Health Officer of San Mateo County dated March 16, 2020 as this meeting is necessary so that the South San Francisco Unified School District can conduct necessary business and is permitted under the order as an essential governmental function.

President Patricia Murray welcomed everyone to the meeting. The Board values community engagement and appreciates and encourages participation. She shared the link for the public to provide comments and join the meeting. As SSFUSD is an inclusive school district a Spanish language translation of the Board meeting was also available to the Spanish speaking community.

OPEN SESSION - 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION - 6:30 p.m.

1. Conference with Labor Negotiators
   Agency Designated Representative: District Assistant Superintendent for HR/Student Services
   Employee Organization: SSFCTA
2. To consider the appointment of one (1) public employee to the position of Director of Student Performance, Program Evaluation and Instructional Interventions in accordance with California Government Code Section 54956.

RECONVENE INTO OPEN SESSION - 7:12 p.m.

B. ROLL CALL

Board Members:	Mr. John Baker - Present Mr. Eddie Flores - Present Ms. Daina Lujan - Present Mrs. Patricia Murray - Present Mrs. Mina Richardson - Present Ms. Amanda Yoa, Student Board Member - Excused
Cabinet Members:	Dr. Shawnterra Moore, Superintendent - Present Mr. Keith Irish, Assistant Superintendent,

Educational Services and Categorical Programs - Present
Mr. Ted O, Assistant Superintendent, Business Services - Present
Dr. Jay Spaulding, Assistant Superintendent, Human Resources and Student Services - Present

C. PLEDGE OF ALLEGIANCE was led by Trustee John Baker.

D. REPORTING OUT FROM CLOSED SESSION

MOTION #447 (Lujan/Flores) to approve the appointment of Dr. Marianne Hew to the position of Director of Student Performance, Program Evaluation and Instructional Interventions. Motion Carried. (Unanimous)

E. REVIEW OF AGENDA – No changes.

F. RECOGNITION AWARDS – Superintendent Shawnterra Moore reported that each school's volunteers are being publicly recognized and certificates of appreciation will be sent to the sites for Principals to provide to them. Ponderosa Elementary School volunteers are Felisha Abrego, Mark Cox, Darin Keith, Nicole Longa, Todd Rael, and Rosanna Sanford.

G. PTA COUNCIL REMARKS - PTA Council Communications Officer, John Sanna, provided some follow-up information from last Tuesday night's meeting. Next year, due to the virus, some funds could be lost to the school sites. He noted that last year, the $180K in funds PTA provided is in jeopardy this year. This will need to be addressed and administrators are aware of the potential $180K - $200K shortfall. To provide these funds, PTAs need to fundraise twice as much as usual. He said the PTA wants to assist in getting the right message out regarding the reopening of each site when the time comes.

Vice President Eddie Flores asked if it is possible for Mr. Sanna or PTA President Juanita Flores to not schedule the PTA site meetings on Board meeting nights. Mr. Sanna said the high school meetings are normally held on Tuesday, middle schools on Wednesday, and elementary schools on Thursday, which are the largest number of sites and largest funding point. They will try to work out something depending on the units and principals. Vice President Flores suggested having a PTA representative at Board meetings so they can hear updates directly and PTA parents who would also be able to join the Board meetings.

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - President Danny

Yanow read a letter from high school teachers Messrs. Thomas Blochberger and Paul Petterson. They said that during the April 28 meeting, the Board decision on grading ignored CTA and teacher input, which favored a hybrid system. The meeting topics were mostly on the topic of equity, but Board members were not elected to be socio-political activists. The Board was elected to support and help make possible the ideas, practices, and policies of the faculty, staff, and administration to provide the best education for students. The Board should keep in mind that most of them are not education professionals. The policy lowers the grades of some students and falsely raises grades for others. The Board created the problem with student motivation for students who say they didn't deserve their letter grade because their family has a computer. Other students will not deal with adversity since they will receive entitlements. They asked the Board to focus on supporting faculty and administration to provide a quality education. Academic empowerment will achieve true equity.

Mr. Yanow stated that he agreed with some parts of the letter. The problems of inequity won't be solved when the crisis is over. The pandemic has exacerbated inequities. Things must be fixed now. Title 1 schools are in need more than ever. District administration should ask the teachers to work with the principals to determine how to organize the schools and devise a plan. He told the Board to not allow a one size fits all formula to determine class size and teacher to student ratios. True equity is expensive. Nobody knows what next year will look like. Any change in working conditions will need to be negotiated with CTA. The union will demand safety first for students and all staff and they won't jeopardize their health to do their jobs.

Trustee Mina Richardson commented that in a CSBA webinar, it was confirmed that the correct time for comments is 450 words, not characters. Trustee Baker said the Board has gotten longer comments that that today.

California School Employees Association Chapter 197 – None

I. PERSONNEL COMMISSION - Assistant Superintendent Spaulding reported that the next Commission meeting will take place virtually on May 18, 2020.

J. ITEMS FROM THE BOARD

Trustee Baker reported that the County emergency meetings are taking place three times a week. As of yesterday, there were 1,536 confirmed cases of COVID-19 in San Mateo County. The County is working on stage 2, the opening of curbside businesses. Beginning on Monday, the former Serramonte HS will be a testing site in Daly City. Information is available on the Project Baseline website. He noted that the 211 line in San Mateo County is staffed by trained professionals who provide information about COVID-19.

Vice President Flores said CSBA webinars are being held for Board members. Recent topics included open Board meetings during COVID-19 and SpEd in

extraordinary times. He confirmed that the SSFUSD open meeting format is legally acceptable and hits all marks, including comments and public participation. He will be attending a Zoom CSBA delegate assembly meeting on Saturday and will participate in a breakout session concerning how other districts are handling issues during the pandemic. He will provide information to his colleagues. SMCSBA continues to hold webinars for Board members with updates focused on re-opening and the impact on education. Vice President Flores reported that he and President Murray, as members of the City's 2040 General Plan Committee, participated in a webinar where the conversation concerned virtual meetings on the upcoming timeline and continuing to capture public input from various neighborhoods. President Murray noted that more information on this plan is available on the City's website.

Trustee Richardson reported that, as of the end of April, the SSF 2020 Census participation rate is at 66%, which is better than the State's rate of 56%. Some other County cities are doing better. She said CSBA meetings can be viewed later if someone cannot see the live version.

K. SUPERINTENDENT'S REPORT

a. Recognition for outgoing Student Trustee Yoa - Superintendent Moore said that due to COVID-19, the Board did not have enough time with Ms. Yoa during the meetings. But they did appreciate hearing her ECHS updates. A certificate of appreciation for her contributions to Board meetings is being sent to her.

b. PTA Council update - Dr. Moore reported that she attended the virtual PTA meeting. She thanked PTA for their support of the schools, students, and staff. The District has a great PTA Council and the units have great parent participation. One of the meeting conversations dealt with other ways to build community and engage people.

c. Parent check-in and chat - the Superintendent shared that she held this virtual meeting on Tuesday. Most questions centered on grading and anticipating the fall semester. Safety is the primary concern for all individuals coming onto SSFUSD campuses. The District is considering the likelihood of physical distancing continuing and other changes as they work with local health officers. They are also working on gathering information, which is rapidly evolving. The SMCOE is working on a framework for a plan and the District will keep the Board and community informed. A Spanish language session is planned for next Tuesday. She recognized and thanked all parent panelists, including Trustee Daina Lujan.

d. End of year schedule - Dr. Moore confirmed that the last day of instruction is May 22, when students will be turning in all their assignments. Staff will continue to work in preparing for the 2020-21 school year.

- ASB Reports

- Kristie Poon, ASB President, South San Francisco High School, provided the following report, which was read by Superintendent Moore.

  "Good evening President Murray, Superintendent Moore, trustees, members of the cabinet, and community, my name is Kristie and I serve as South San Francisco's ASB President for the 2019-2020 school year. I will do my best to give a report on South San Francisco High School today.

  After communicating with Administration, the following information was presented to me.

  SSFHS has arranged book returns based on time, date and last name. Books required or wanted to further studies in Advance Placement courses can be returned another date.

  A Senior Award's night live broadcast will be happening to recognize the graduating class of 2020 for all their hard work. It will be on May 12, 2020 at 7PM on the South City Video Art YouTube Channel.

  Grad nite has been cancelled and full refunds have been issue to the parents and students who have emailed the required information.

  As for ASB,

  Prom refunds are being made by Mr. Toval. He will be mailing the checks. No information is required.

  Throughout the end of April continuing into the beginning of May, our ASB has made Instagram recognition posts for all Seniors who fill out a Google Form. They are customizable and include college, gap years, military or any other future decisions that they have made. The posts also include sports and/or area of study.

  We have finished our virtual spirit week through Instagram. Many people participated and the days were as follows:
  - Sun day Sun Day
  - Movie/Music Monday
  - Tik Tok Tuesday
  - Whatcha Wearin' Wednesday
  - Throwback Thursday
  - Fry it Up Friday
  - Selfie Saturday

  In addition to the spirit week, we have also sent out a Google Form for Teacher's Appreciation Week. Similar to the senior posts, these posts highlight the teachers! They include pictures, favorite memories and reasons why we appreciate them.

That concludes my report! Thank you for everything that you've done for me this past year. I hope we will cross paths again in the future."

- Amanda Yoa, ASB President, El Camino High School, provided the following report, which was read by Superintendent Moore.

  "We are extremely proud of our teachers, support staff, and families in working together during this unprecedented time to support the learning and well-being of our students. We recently recognized our staff members on our Instagram page (@echs_colts) for 'Recognition Week.'

  We also appreciate the volunteers and feedback from various parents and community members that have helped to support El Camino in a variety of ways - from distributing meals for students to working collaboratively to find creative ways to honor the Class of 2020. Admin will be working with the Class of 2020 parent committee to honor grads throughout this month. More information will come regarding cap and gown distribution and any details/preparations for a graduation ceremony.

  One way we will be honoring the Class of 2020 is by providing them a lawn sign to display at their homes that have the school logo and state: "Congratulations Class of 2020". These should be available for distribution during the third week of May - more information to come.

  Yearbook distribution is planned for the week of 5/26-5/29. More information will to come regarding the specific protocol students will need to follow. Students were also emailed a Google Form to complete if they would like to sign another student's yearbook. Yearbooks can still be purchased online with the link that our Principal, Mr. Lunt, has sent out.

  We are excited to present our Senior Awards show - a video presentation that will honor the Senior recipients of scholarships, awards, and other important achievements. Congratulations to our Valedictorian Eric Payson and our Salutatorian Amanda Velasco.

  AP students have taken or are about to take a variety of AP exams. Our teachers have been very helpful towards their students to help prepare for their exams.

  I would like to give a shout out to COLTure TV and the students who manage our ECHS Instagram account who continue to provide weekly news, celebrations, and opportunities to celebrate and connect with one another. If you would like to watch our weekly video announcements, go to COLTure TV on YouTube."

President Murray thanked Mses. Poon and Yoa and said they made something out of their senior year. Vice President Flores congratulated them on being accepted to universities and noted that Ms. Poon was the SSFHS salutatorian.

President Murray thanked Dr. Moore and Trustee Lujan, who participated in the chat and said if she was a parent, she would have appreciated the information.

L. COMMUNICATIONS

Public comments were submitted in advance of the meeting. They were read by Board Clerk Baker and Vice President Flores.

Erin Perusse, an ECHS teacher, commented on reconsidering the grade policy. "The policy under consideration does not acknowledge the effort from both teachers and students. If this had been the policy from the beginning it might achieve the equity meant by the Board; however, at such a late stage after a different policy was given in March, achieves the opposite."

Luna Fadlallah, a student, commented on the grading policy. "… people said that if we did no work, out grades will remain the same and that work wasn't mandatory, but if you did do your work it was to improve your grades from the 3rd quarter to benefit your semester grade. I worked hard to bring up some of my grades that were not A's, but now I am hearing that all my work would basically be for nothing and that is not fair at all." "I think that for the grades that were improved, they should be out semester grades because we put so much effort in."

Johnny Gonzalez, a high school parent, commented on letter grades being changed to credit/no credit. "What message are you sending to kids who work hard to earn good grades by just defaulting to a credit mark? It is beyond disappointing that this is allowed and kids do not get to see the benefits of all the hours they've invested academically. The ones benefiting are those who do the very minimum and get the same benefits as those who try so hard. How is this fair?"

Mia Jariya, a student, commented on grades. "We were informed that our (third) quarter grades will remain the same or go up…and now we are told that if we did not do all of the work during distance learning, we won't receive credit for the class. This is completely unfair and stressful, especially for students, like me, who are working almost full time to help my family out financially and who did not have the time to do all of the assignments given. Reconsider!"

Denise M. commented on Zoom classes. "Kids are now isolated and schooling now falls on the parents. It's disheartening you are considering reducing instruction because you feel that the amount of schoolwork is the main source of stress. The stress is because kids learn better from teachers than from parents. Where are the teachers? We need DAILY Zoom meetings." "Kids need to have the daily interaction with their teachers and classmates."

Vanessa Krisslen Balancio, an ECHS sophomore, asked if students that took honors and AP classes this semester, would they get a GPA boost.

Amanda Anies, a student, commented on the grading policy. “I do not like the grading policy suggested. I worked hard during distant learning to get grades up and continue learning. Teachers worked so HARD from home to provide assignments so we can LEARN. By doing this you are grouping the A, B, & C students together with the D & F students, which will affect students’ FUTURES for college because they‘ll not be able to tell the difference between the hardworking students and ones who JUST want to pass.”

Nathaniel Macapagal comments on the grading policy. A counselor told him student grades would not drop. “But when the year is about to end they change it???? How is that fair to the students that were told that their grades couldn’t be lowered??”

Skyler Doyle-Ortega commented on the grading policy. “I believe that students should get the grades they deserve which… they worked hard for. Passing everyone and doing just credit weakens our progress and erases all of the hard work we've done. It also erases all of the hard work teachers have done to help the ones who actually want to succeed.”

Devin Bobias commented on the grading policy. “The class of 2021 and 2022 has the most important grades for colleges. When setting the grading to Pass/Fail you limit the chances of those of worked hard to try to achieve their goals…through the Distance Learning process. Those who don’t have tech access can appeal to the school board or test to prove they have the knowledge so they do not have to take the course again. Don’t let the hard work go to waste.”

Lisa commented on credit/no credit, saying it will be a lot harder for students to get into college. “AP students have been putting in hard work all year round and don’t deserve to get their grades thrown away when working towards extra credit. We’ve been basing grades off 3rd quarter…and there have been no problems. Just because other counties are doing credit/no credit doesn’t mean we should too.”

Sabrina Olvera, student, said students…”should work hard for our grade “

Michele Bruemer, a parent, commented on the grading policy. “I have heard that there’s a possibility of students getting a pass or no pass for this semester. My daughter has worked hard all year…and continues to do distance learning. To receive a pass no pass would be a disservice to her and other students, especially as these junior year grades are vital for college placement and acceptance.” “I’m asking for letter grades.”

Carla Nicole Pangan, an ECHS student, commented on 2nd semester grades. “This would be unfair to those students who worked hard and …hoped that they would be able to improve their grades as they were informed by the school.” “We still tried and finished a lot of work just to be given a "credit" grade, I think we deserve more than that.”

Veronica Beltran, a student, commented on the 3rd quarter grading period. “The

incomplete/complete credit system is unfair to people who are taking this opportunity trying to get a good grade. This is just simply outrageous and unfair. The school board is not taking students opinions into consideration."

Rita Lo, an ECHS parent, commented on the semester grade for her 10th and 12th grade children. "Please reconsider…for keeping letter grades as these high schoolers have continued to work hard…to earn their grades on their own. We as parents disagree with credit/no credit grades."

Shay Jariya, a parent, commented on the grading policy. "Our kids have had a lot taken away from them and doing credit/incomplete is just another thing! The kids work so hard all year to get good grades should get their accolades for doing well. I do want my kid to see her grades when the school year is over-this benefits the kids that slack off all year, not the hard working student."

Ashley Pun, an ECHS student, said "Since I have app A's, I don't think it's fair to just give me a pass or fail grade."

Melissa, a parent, commented on the grading policy. "I urge the board to reconsider their new grading policy. You are doing a disservice to ALL students by disregarding their hard work." "…your decision shows that hard work does NOT pay off." "Your concern about so called equity disregards students who are working hard. Is it equity for all or just those who are failing?"

Julius Lee comments on the grading policy. "Giving credit and incomplete to our students is just wrong. All the hard work that students did before Distance Learning would be a waste. This will also impact students who have been bouncing back to get a better GPA average. Some school districts freezes the student grades at the point when Distance Learning started and any work that was done afterwards would be counted towards the grades. This may not be perfect but would be more fair."

An anonymous high school student commented on the grading policy. "The new grading system doesn't make sense because if you weren't trying to raise your grade in the first place, it's not very likely that you'd try now. While it's helpful for students to be able to raise their grade to pass their class, that is what the old grading system would've done, while helping students keep the grades that they worked hard for. It seems like you don't care about students' and teachers' thoughts on things that affect them."

Gianna commented on the grading policy. "I believe this is a fair accommodation for people struggling with the pandemic. But, people who worked hard for a high GPA won't get to see those results like they should."

Renee C., a parent, commented on the grading policy. "I am completely disappointed in the final grading system..." "For eight weeks my child has showed up to every check in and turned in every assignment on time. And some teachers put in no effort. To be told one thing when this started and get the hopes up of a 6th grader who wanted to finish strong and achieve honor roll only to be let down is

a complete slap in mine and his face. What does this teach kids?”

Tess, a Buri Buri ES and Alta Loma MS parent, commented on the grading policy. “My 6th grader has worked so hard…to get back on the honor roll and for him to just get passed and have Q3 grades is such a disappointment…” “He said to me "I guess hard work doesn't pay off." “My two Buri kids have been so swamped with work and projects …and have worked so hard to keep up. It’s a total smack in the face to these kids and the parents.”

Jennifer, a parent, commented on grading and teacher attendance. “My child has been working extremely hard during distance learning. I have had to become the teacher because a lot of times teachers were not teaching and just posting assignments. I understand this circumstance has been extremely difficult for everyone but when my child is expected to turn in assignments but teachers do have to show up for classes it’s frustrating and now to say they will not get a letter grade is infuriating.”

Rachael Perez, an ECHS sophomore, commented on the grading policy. “I believe that students should have the opportunity to choose their letter grade or a complete/incomplete mark to appear on their transcript.” “Having no distinction between an A or a D completely ruins the outcome of our students' perseverance and determination. I understand the decision, but what about what we deserve?”

Nelson Mak, a parent, commented on the grading policy. “I think it is unfair to my two kids that work so hard to have a grade point average of 3.8 and above to see them get a pass or no pass.” “They were super sad and said why are they working so hard. This decision will affect my kids in the future.”

An elementary school parent commented on inconsistencies in class materials. “My child goes to a high performing elementary school. During this pandemic, it has really showed the inconsistencies in that school! Teachers are not using the same math material even within grade level! It is really difficult to get help from other parents, when our children are not even learning the same thing! What will you be doing next year to help families academically?”

Brandi Magnet commented on health office staffing. “It has been many years, in my opinion, that our health needs at our schools have been at a very low priority for some time. School secretaries and administration assistants have been stepping up to the role of nurse each and EVERY DAY. I know personally they deal with all types of medical issues and chronic diseases with little or no training and NO compensation. The students suffer as do the staff. THIS MUST CHANGE! No excuses!”

Nikaella Mariano, an ECHS student, commented on the grading policy. ”Narrowing the A-D grading spectrum to an “All or Nothing” basis tapers the effort students have put in, and will negatively affect student motivation thereon if they see that grades no longer "matter." Students should get the grade that they deserve, one that shows true adaptability to situations like this.”

Superintendent Moore said a letter was sent which articulated the intent to never penalize students, but they would all have the same access and opportunity to thrive. In the COVID-19 situation, no one knows all the impacts students are dealing with. The intent was to make a decision to support all students. She recognized that some parents are unhappy with the Board's decision, but they did receive some positive comments also. President Murray said she received many emails saying the Board did not put thought into their decision, but the Board did research and discussed it. Vice President Flores noted that this was not an agendized item and should not be discussed.

M. PRESENTATIONS – have been postponed for the time being.

In accordance with the Brown Act, since Board members were videoconferencing during this meeting, all items required a roll call vote.

N. CONSENT AGENDA

Vice President Flores asked to pull Items 1b and 2b for discussion.

Trustee Richardson asked to pull Item 1a.

MOTION #448 (Lujan/Baker) to approve ~~Item 1a, Minutes to the regular Board Meeting, April 14, 2020; Item 1b, 2020-21 Board meeting calendar~~; Item 2a, 2020 proposed graduates; ~~Item 2b, 2020-21 CIF representatives~~; Item 3a, Certificated Personnel Assignment Order; Item 3b, Classified Personnel Assignment Order; Item 4a, Gifts to the District, April 2020; Item 4b, Professional service agreements under $25,000. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

For Item 1b, Vice President Flores noted two corrections on the 2020-21 Board meeting calendar. The October 10 meeting is actually taking place on October 8 and the December 12 meeting is being held on December 10. For Item 2b, he noted that the CIF representatives form will need a signature.

MOTION #449 (Baker/Lujan) to approve Item 1b, 2020-21 Board meeting calendar; Item 2b, 2020-21 CIF representatives. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

Trustee Richardson said she would abstain from voting on Item 1a as she was not finished reading the minutes.

MOTION #450 (Lujan/Baker) to approve Item 1a, Minutes to the regular Board Meeting, April 14, 2020. (AYES: Baker, Flores, Lujan, Murray; NOES: None; ABSTAIN: Richardson). Motion Carried on 4-1 vote.

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. COVID-19 and Distance Learning Updates

Superintendent Moore and Cabinet members shared the following information on distance learning and COVID-19.

Main SSFUSD Priorities

- Keeping the needs of our students, staff, and families at the center of our work and navigating it all through the lens of equity and access
- Navigating this unprecedented situation with compassion, empathy, and care for all involved
- Maintaining essential services for our students and community
- Maintaining positive and productive relationships with our union leaders and staff
- Strengthening our at home learning efforts and seeking consistency and support for staff and families
- Being intentional and methodical in making decisions that will impact students

Human Resources and Student Services

Dr. Spaulding presented the following information.

MOU Update

- The Board directed the District to move forward in negotiations with CTA MOU regarding the credit/incomplete grading policy.

Educational Services

Assistant Superintendent Keith Irish reviewed the following information.

Incomplete grade

- If a student earns an "Incomplete," the student will have six (6) weeks to complete assignments once school resumes to earn a mark of "Credit" in that class.
- If a student has multiple incompletes, they can appeal to the site leader for additional time.

Trustee Lujan referenced the public comments concerning the grade a student had when shelter in place started. Some comments stated that if the student didn't finish the work, they would receive a lower grade. Mr. Irish replied it is a misconception and students cannot lower their grades in the 4th quarter.

End of year

- Last Day of classes for students - May 22, 2020

- No finals for students
- Culminating activity/wrap-up for students
  - This is a cathartic experience.

He reviewed the 2020 Summer School Programs. All programs, with the exception of Big Lift Inspiring Summer will be conducted virtually. This year, the enrichment for middle and high school math and STEAM, which is a hands-on program, will not be offered.

Meal Distribution and Facilities Updates
Assistant Superintendent Ted O reviewed the following information.

Students served and meals distributed

- For the period of April 6 through May 6 - 44,298 meals have been distributed.
- From March 16 (the start of shelter in place) through May 6 - 75,910 meals have been distributed.

Trustee Richardson asked how parents can sign their children up for summer school. Mr. Irish said the programs are by invitation only and students must meet certain criteria.

Vice President Flores praised Mr. O, Director Fran Debost, volunteers and staff for doing an amazing job with the meal distribution. He gave a shout out on the flyer which provided the public with information on picking up the meals. He appreciated the change with not asking for names and the "no touch" method of distribution. He asked Mr. O if he foresees the distribution in the summer. Mr. O replied that the District's waiver continues through June 30 and will be extended with more information. Vice President Flores inquired if there will be a conflict in timing with this program and the Seamless Summer meals distribution which also takes place at Spruce ES. Mr. Irish said that he, Mr. O, and Ms. Debost will be staggering the distribution times or may use an alternate location.

Vice President Flores gave Mr. Irish kudos for the summer school table and schedules and evaluating transitioning classes from virtual to in-person.

Trustee Baker acknowledged the numbers of meals being distributed, which are increasing. He appreciates how the lines move quickly and volunteers are happy to be helping. He commented on the incomplete grade, saying he respects teachers and politely disagrees with some comments. The Board did listen to the education professionals and focused on student well-being. Grades are not who students are and colleges understand the circumstances. Trustee Baker stated that the issue is equality vs. equity and not everyone is starting at the same place. The Board made the best decision under the circumstances.

Vice President Flores agreed that there is misinformation, in the community, regarding grades. He would like to motivate parents to research colleges and inform themselves. There is miscommunication happening. He supports Trustee Baker's comments.

b. Discussion of Board Minutes Format

The Board discussed the format of the Board meeting minutes and possibly changing the way they are written. President Murray stated that the subject is not individual minutes, but the format of the minutes. Dr. Moore said that during the April 23 Board meeting, an item on how the minutes were presented and possible omissions was raised. She reviewed the current Board bylaws which state the following:

"The minutes shall reflect which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure. They shall include only a brief summary of the Board's discussion but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion. The minutes shall include the specific language of each motion and the names of the Board members who made and seconded the motion. They shall also report any action taken and the vote or abstention on that action of each member present. The minutes shall reflect the names of those individuals who comment during the meeting as well as the topics they address."

She also received feedback on the minutes for Board Governance workshops and since they are less formal than Board meetings, a short summary of what occurred at the workshops is sufficient.

For reference, the Superintendent provided the Board with information on what is included in action/brief summary minutes should they choose that format.

Dr. Moore opened up the discussion for the Board to talk about their preference on minutes.

Trustee Richardson said that due to her hearing loss, she relies on the written word. Due to technology problems, she cannot always hear the meeting and sometimes does not know what was discussed until she reads the minutes. She said the Board needs to follow public meeting laws and foster confidence in the public that there is transparency when they are doing the people's business. She feels some comments have been altered and the syntax is missing. She compared the Board meeting minutes to those from the Personnel Commission meetings which reflect "he said, she said" conversations. Trustee Richardson said by summarizing the conversations, the Board

leaves themselves vulnerable for court cases. She wants to have the time to review and correct the minutes extended. She asked for a better organization of the agenda content, such as one presentation per meeting and more details on change order items. This will make her a better-informed public servant. Based on her disability, she asked the Board to reconsider the way they format and read the minutes.

Trustee Baker noted that the Ed Code is vague on the content of minutes and basically says the minutes should record actions taken by the Board. So, the Board has leeway in how they choose to format their minutes. He also does not want someone to interpret syntax. Trustee Baker supports extending the time to read and approve the minutes. He is in favor keeping the minutes simple, as nuance is not needed and there is no need to change the format. He would like to work with Trustee Richardson on an accommodation.

President Murray reminded everyone that meetings are recorded and a Trustee can always listen to them for more information.

Vice President Flores said a benefit with the YouTube Board recordings is that a viewer can see the tone and expressions of speakers. He suggested continuing such a format once the Board returns to in-person meetings. If the time to approve minutes is extended for a two-week span, much gets lost and recall is difficult with many meetings taking place.

Trustee Lujan said she is supportive of an accommodation for Trustee Richardson's hearing loss. However, she is not in favor of extending the time for the Board to approve the minutes. They need to be mindful of how delaying the posting of approved minutes would affect staff and students who need these minutes for something they requested.

Trustee Richardson said a delay in approving the minutes is not something catastrophic and the public wants a written record of the meeting. She believes the Board would benefit by having more time to review the minutes.

Superintendent Moore noted that there have been five Board meetings in five weeks and to consider the amount of work involved if the Board contemplates extending the time to review the minutes. She referenced The Brown Act, which states that "The law does not require transcription of the meeting's discussion. It is generally inadvisable to do so as it places an unnecessary burden on staff and creates a potential for inaccurate transcription. Minutes are for the purpose of recording what is done as opposed to what is said." She said Senior Executive Assistant Nalani Allen-Cantley captures the spirit of the meetings and who says what. Some school districts only record who

made the motions and what the vote was. Dr. Moore said she does not think the Board wants that, but if a two-week extension on the minutes is decided, staff needs to prioritize accordingly. Any Board member can pull the minutes and make corrections during the next meeting.

Trustee Richardson said it is in the public's interest how Board meetings are captured and preserved and cited Ed Code 54950 as follows: "The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."

President Murray said the Board cannot be more transparent than providing audio recordings of their meetings. In her three years on the Board, she feels Mrs. Allen-Cantley does an amazing job in capturing the essence of the meetings and keeping the Board on track. She commended her work. President Murray disagreed with extending the time to review minutes and suggested getting the audio recordings to Trustee Richardson prior to the minutes being approved. She has gone back and listened to recordings for clarification when needed. Personally, she thinks the minutes are perfect in providing the Board with what they need.

Trustee Baker noted that the recordings can be made available to Trustee Richardson as soon as the meetings are over.

Trustee Richardson stated that the issue is not directed to Mrs. Allen-Cantley personally. She wants the recordings transcribed. Trustee Baker asked to look into the cost of a transcription service and added that, in looking on-line, it seems to be a few hundred dollars for a two-hour meeting. Dr. Moore asked for clarification on obtaining transcription costs if the Board Bylaws states that minutes should not be transcribed. Trustee Baker replied it would be for those who cannot hear the meeting.

Vice President Flores acknowledged Trustee Richardson's request but noted several factors were being discussed including extending the time to read the minutes, transcription, formatting, and content. He wanted to make sure the outcome is all encompassing.

President Murray said adding two weeks for approval of minutes could mean students miss out on getting items approved in a timely manner. Trustee Richardson said a transcription service would avoid the problems. President Murray said they have an employee doing a good job and the minutes are received on a timely basis. Trustee Lujan stated that she is uncomfortable with extending the approval time. She said Trustees receive the Board agenda packet on Fridays before the

next meeting and have until Thursday to review it. She recommended prioritizing reading the minutes and said she is comfortable with how the minutes are recorded. Trustee Richardson said she has a digital hearing problem and relies on a paper version, which would be available the next day from a transcription service.

President Murray asked Dr. Moore to look into an accommodation for Trustee Richardson. Dr. Moore noted that the audio version is not helpful for Trustee Richardson and extending the time for approval is the other option. President Murray said extending the timeframe doesn't address the verbatim request.

Vice President Flores stated that the Personnel Commission does not have the same content or oversight as the school Board and they have fewer meetings, so those minutes are much shorter.

President Murray asked staff to research an accommodation for Trustee Richardson. Superintendent Moore said she would look into the cost of using a transcription service for her. Trustee Richardson stated that if she receives the verbatim Board minutes, then everyone should so all the Trustees would be approving the same minutes. President Murray said she thought Trustee Richardson was fine with the minutes but is not able to read them in the time given. President Murray provided direction to staff to look into an accommodation for Trustee Richardson for verbatim minutes in some form.

PUBLIC HEARING – SSFAFT Chapter #6179 and SSFUSD Proposals

Prior to commencing negotiations, California law (Government Code Section 3547) requires that a school district and the exclusive employee representative present their respective proposals at a public meeting.

The Board meeting was suspended to open a public hearing at 9:22 p.m.

SSFAFT Proposal to SSFUSD

(There was no SSFAFT representative in attendance to present their initial proposal related to Article 12, compensation and benefits, for the 2020-21 school year.)

SSFUSD Proposal to SSFAFT

Dr. Spaulding stated that the SSFUSD proposal is also focused on Article 12, compensation, based on the District's goals and ability to pay now and in the future.

This Public Hearing provided an opportunity for members of the public to comment on both initial proposals. No comments were made.

The public hearing was closed and the Board meeting resumed at 9:24 p.m.

ACTION

1. ADMINISTRATION

a. Resolution No. 20-41 for Asian American and Pacific Islander Heritage Month

Board Clerk Baker read the resolution.

MOTION #451 (Lujan/Flores) to Resolution #20-41: Honoring Asian American and Pacific Islander Heritage Month. (AYES: Baker, Flores, Lujan, Murray; No response recorded: Richardson). Motion Carried on a 4-1 vote.

2. HUMAN RESOURCES

a. Approval of SSFAFT COVID-19 MOU

Dr. Spaulding apologized for not including the MOU at the April 9 Board meeting. March 16 was the start of shelter in place. He worked with all three bargaining units to make sure all employees were safe, information was being shared, and they had the ability to go back and negotiate other aspects. He thanked SSFAFT President Helen Kashevaroff.

MOTION #452 (Baker/Lujan) to adopt the tentative agreements, between the SSFUSD and the SSFAFT, Chapter 6179, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Approval of CSEA COVID-19 MOU

Dr. Spaulding thanked President Jolene Malfatti for her work on safety for students and staff.

Vice President Flores asked if negotiations provide for training on the new devices during COVID-19 for CSEA and teachers. He also inquired about providing facial coverings, sanitizers, cleaners, etc. Dr. Spaulding has communicated with members and supervisors and any issues have been addressed to ensure the staff feels safe. He will tighten up the language for the 2020-21 school year.

MOTION #453 (Flores/Lujan) to adopt the tentative agreements, between the SSFUSD and the CSEA, Chapter 197, to address conditions related to the declared State of Emergency as a result of the

COVID-19 pandemic. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

c. Approval of SSFCTA COVID-19 MOU

Dr. Spaulding thanked President Yanow for his hard work.

Trustee Baker asked if a collective vote could be used for the two agreements. Dr. Spaulding confirmed one vote was sufficient. Trustee Baker noted that the addendum regarding grading supersedes the original MOU. It was agreed that one motion was sufficient.

MOTION #454 (Baker/Lujan) to adopt the tentative agreements, between the SSFUSD and the SSFCTA to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

3. BUSINESS SERVICES

a. Approval to Purchase Outdoor Walk-in Freezer

Trustee Richardson said she looked at the location for this freezer and saw an employee trailer which was much degraded. She is proud the Board allowed for the purchase of a new trailer for the facilities employees.

MOTION #455 (Lujan/Flores) to approve the proposal from Central Refrigeration Co., in the amount of $54,445, for the purchase and installation of an outdoor walk-in freezer. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Approval of Intertek, Inc. Agreement for Architectural Testing Service for the Martin ES Modernization Project

Trustee Richardson said the six windows are brand new and asked if they were covered by a warranty. Mr. O said the testing is a DSA requirement.

MOTION #456 (Lujan/Richardson) to approve an agreement with Intertek, Inc., in the amount of $6,200, for architectural testing services for the Martin ES modernization project. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

c. Approval of Amendment #1 to the Ninyo and Moore, Inc. Contract for the Martin ES Modernization Project

Trustee Richardson asked if this item was for additional testing. Mr. O said the services are for closing out of a project, which is a DSA requirement. He said Mr. Savidge can respond at a later time.

MOTION #457 (Flores/Lujan) to approve amendment #1 to the Ninyo and Moore, Inc. agreement for geotechnical and testing services, in the amount of $5,100, for the Martin ES modernization project. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS *(subject to change)*

Trustee Baker restated his request for a presentation on the cost of hiring one additional District nurse since health resources are a priority. In anticipation of a bad fire season, he would also like information on setting up microgrids in schools as an energy back-up when the power is shut off. Dr. Moore said Engie and Director Ron Vose have been working on a proposal for microgrids and she will follow up with them.

Trustee Richardson asked for an update on the Hulce Consulting Group (HCG) contract. Dr. Moore said she has provided monthly updates on this to the Board. Trustee Richardson questioned where they are in the process as things stopped due to COVID-19. The Superintendent said she can provide the updates since August again. Trustee Richardson asked about the plan as HCG has a two-year contract. Dr. Moore said things are on hold and she can provide information on where they are in the coaching and training contract.

Vice President Flores asked for a presentation on health technicians. He requested confirmation of the COVID-19 budget, actuals vs. projections, including any donations and purchases. He would like a webinar created with guidance counselors on GPA, A-G requirements, SAT testing, etc. to provide information to students starting their junior year, in light of COVID-19. Assistant Superintendent Irish said he would meet with the counselors to start the discussion for a webinar in late August or early September for sophomores and juniors. He said college representatives would also participate in the discussion to address questions from recent public comments regarding grading. Vice President Flores also requested a study session in August to provide information on the plan related to the start of the new school year. Trustee Lujan said she would like to have the plan be flexible with a few options.

Mrs. Allen-Cantley advised the Board that due to the extension of the LCAP to December, there will not be a presentation at the next Board meeting. Also, the budget presentation and adoption will be held together at the June 25 Board meeting.

Vice President Flores asked if there would not be presentations in the next school year. Dr. Moore replied that a presentation on mental health providers would be included in the next Board meeting.

Trustee Baker questioned if live public comments during meetings is possible. Director Joe Siam will look into this option.

May 28, 2020 *(videoconference)*

- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2020-21 budget
- Presentation of YSB School Counseling and Safe School Advocates Services
- Approval of Denial of Claim
- Resolution for Fund 11 & Fund 14 account balances

May 30, 2020 – Board team building workshop - *Postponed*

June 6, 2020 – Board self-assessment workshop - *Postponed*

June 11, 2020 - *(videoconference)*

- Approval of Board of Trustees Compensation increase for 2020-21
- Approval of MOU for YSB School Counseling and Safe School Advocates Services
- Approval to increase school meal prices
- Resolution on budgetary increases and year end transfers

June 25, 2020 - *(videoconference)*

- Presentation on District Health Technicians
- Approval of Consolidated Application and Reporting System Spring 2020
- Approval to increase facility use fees
- Approval to increase District rental/leasing rates
- Public Hearing 2020-21 Budget
- Adoption of 2020-21 Budget
- Invitation for Bid (IFB) 2020:Milk and Dairy Products
- Request for Proposal Fresh Produce 2020
- Request for Proposal Commercial Food Items and Food Supplies 2020
- Request for Proposal Distribution of Processed USDA Food Items 2020
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES

1. Staff to include the cost for an additional staff nurse in the 2020-21 budget presentation.
2. Staff to provide a presentation on health technicians.
3. Staff to work with guidance counselors on a webinar.
4. Closer to August, staff to agendize a study session on the new school year opening plan.
5. Staff to look into having live public comments during Board meetings.
6. Staff to look into an accommodation for Trustee Richardson concerning Board minutes.

GOOD AND WELFARE

Trustee Baker complimented teacher Aaron Boyd and Principal Kevin Asbra on the

virtual SSFHS Senior Awards presentation. He congratulated all SSFUSD graduating seniors from the three high schools. He attended the virtual CSBA "Bridging the Digital Divide" presentation where distance learning was discussed and reported that the District may be eligible for Chrome book and hot spots reimbursement.

Trustee Richardson said she has attended the County's virtual COVID-19 updates where Dr. Morrow answered many questions. The City's food program, in participation with Second Harvest, is working well. She said the District provides a lot of services and thanked everyone for their on-going work.

Trustee Lujan congratulated all graduates. She participates on a County COVID-19 strategic planning committee. She contributed to the Superintendent's chat as both a Trustee and a parent.

Vice President Flores gave kudos to those who support the District and students, especially the PTAs which saluted teachers during their appreciation week. He recognized Sunshine Gardens ES Principal Cesar Gaytan for producing YouTube videos on subjects including Chrome books and mindfulness. He acknowledged the SSF Rotary for their donation to cover the cost of additional technology for the District. Vice President Flores thanked Mr. Boyd for doing an awesome job with the SSFHS Senior Awards Night. He recognized Genentech for their generous scholarships for ECHS and SSFHS students. He asked to adjourn the meeting in memory of Edna Margaret Folsom De Larios Hansen. She had a long career in SSFUSD as a teacher and assistant principal at SSFHS and was the first principal of Westborough junior high school.

President Murray also congratulated the District's graduates and sees great things ahead for them. She appreciates how everyone is creating of a sense of community.

ADJOURNMENT – 10:25 p.m. in memory of Edna Margaret Folsom De Larios Hansen.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2020

RE: Approval of Superintendent Vacation Carryover Days

BACKGROUND:

Given the impact of COVID-19, Superintendent Moore has not been able to take the anticipated vacation days she originally planned. The Superintendent is requesting an allowance to accrue up to five (5) additional vacation days beyond the maximum of 26 vacation days (i.e., for a total of up to thirty one (31) accrued vacation days) during the 2020-2021 school year, owing to the COVID-19 crisis. Superintendent Moore will use these additional 5 days by December 31, 2020.

This request is consistent to what we have offered other employees who have accrued vacation days and are unable to take it by June 30, 2020.

FISCAL IMPLICATIONS:

Not applicable

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the five (5) additional carryover vacation days to be taken by December 31, 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith Irish, Assistant Superintendent, Educational Services and Categorical Programs

DATE: June 11, 2020

RE: Approval of SMCOE Contract with the South San Francisco Unified School District for Elementary Fifth graders to attend San Mateo County Outdoor Education, YMCA at Jones Gulch in La Honda, during the 2020-21 school year.

BACKGROUND:

The purpose of the contract is to allow SSFUSD fifth grade students to participate in the YMCA science education program for one week. Students will learn about nature and our relationship with nature, explore the different ecosystems, and work together with peers as a community.

Spaces have been reserved for all nine District elementary schools; each school will submit dates for future Board Approval.

The students will travel by school bus with their fifth grade teachers, who will also serve as their chaperones. The students will stay overnight in the cabins provided at Jones Gulch in La Honda, California.

FISCAL IMPLICATIONS:

Expenses will be financed by the parents of the participating fifth grade students, donations from the PTA organizations, fundraising events and student body accounts. No student will be denied the opportunity to participate due to financial constraints.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the contract between South San Francisco Unified School District and San Mateo County Office of Education for the participation of the 2020-21 Outdoor Education program.

June 3, 2020

TO: District Superintendents

FROM: Mark Nolan, Outdoor Education Director

SUBJECT: PARTICIPATION IN OUTDOOR EDUCATION PROGRAM FOR 2020-2021

Attached is the 2020-2021 Outdoor Education Agreement. Please sign and return the Agreement on or before **June 15, 2020 to: Cindy Matsuyama -** cmatsuyama@smcoe.org.

Please distribute the attached copies of the Coordinator's Guide to your Outdoor Education Coordinator and Principals, and review the planning process with them. The completed Participation Planning Forms from each school in your district were returned May 1, 2020 and we are finalizing the schedule.

Attached are the following documents:

- The Agreement
- Coordinator's Guide (Attachment B)

The Agreement for 2020-21 provides information on costs ($440 per student, $200.00 per teacher) and on the roles and responsibilities of the County Office and your district.

Each year it is our practice to adjust outdoor education fees commensurate with program operating costs. This year's fee for participants will increase by 6.8% for students. The fee increase is to cover increases in YMCA charges, staff salaries and the elimination of the fiscal impact on the County School General Service Fund.

The Coordinator's Guide describes the roles and responsibilities of the District and County Office of Education within the Outdoor Education Program.

The following procedures have been enacted and will continue to be followed under the guidance of San Mateo County Health Department. YMCA Camp Jones Gulch sterilizes all camp facilities before each week of Outdoor Education. Students will practice good hygiene: washing their hands before every meal, snack time and bedtime, wearing face masks, temperature checks and social distancing. There is a Health Care Specialist onsite who provides medical supervision and is on-call. Following our standard procedures, if a child experiences any health problems, our staff immediately contacts the parent or guardian to pick up their child if they are ill. We are requiring a health screening including taking students' temperatures on Monday before students depart for outdoor education. If a student has a temperature of over 100 degrees, they are not allowed to attend until the temperature subsides for 24 hours.

If you or your staff has any questions about the process or about your schools' estimates attendance for next year, please contact Mark Nolan, Outdoor Education Director, at mnolan@smcoe.org. If you would like more information about the Outdoor Education program please review our website and view the outdoor education video: https://www.smcoe.org/for-communities/programs/outdoor-education.html For information about the Cabin Leader program, go to the website link, https://www.smcoe.org/for-families/attending-outdoor-education/cabin-leaders.html

The San Mateo County Office of Education is proud to continue coordinating the Outdoor Education program for districts in our county. During the fifty-one year history of the program, over 255,000 San Mateo students have participated in this memorable week-long experience. Once again, we look forward to your District's participation in the Outdoor Education Program.

AGREEMENT

This Agreement, made and entered into by and between the San Mateo County Superintendent of Schools, hereinafter referred to as the "Superintendent" and the South San Francisco Unified School District, hereinafter referred to as the "District;"

WITNESSETH

WHEREAS, Sections 8763 of the Education Code authorizes the County Superintendent to enter into an Agreement with the governing board of any School District to provide programs and classes in outdoor science, conservation, and environmental education for students; and

WHEREAS, the District desires to have the Superintendent provide a program in outdoor science, conservation, and environmental education for the District at Camp Jones Gulch near La Honda, California;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Responsibilities of the District

THE DISTRICT SHALL:

A. During July 2020 designate a person to act as the District's liaison to the Superintendent's Outdoor Education program.
B. By May 1, 2020 provide the Superintendent with a copy of the District's calendar and a "Participation Planning Form" (Attachment A) containing an estimate of the number of students who will participate during 2020-2021.
C. Cooperate with the Superintendent's staff in following the procedures for planning and implementing the program as delineated in the Coordinator's Guide (Attachment B).
D. Provide transportation for the District's students and staff to and from the Outdoor Education site.
E. Ensure the presence of one teacher per 30 students during the District's attendance at Outdoor Education.
F. Provide adequate insurance coverage for District employees, agents, and students, at and while traveling to and from, the Outdoor Education site.

G. Upon receipt of Superintendent's invoice, make payment for the projected number of students minus 10% or the actual number attending; whichever is greater. **No students in excess of the projected number will be permitted to attend unless the site/program capacity can accommodate them. Site capacity for elementary students is 225.**

H. Recruit high school students as cabin leaders at a ratio of one to ten with the assistance of the Superintendent's Outdoor Education Director.

II. Responsibilities of the Superintendent

THE COUNTY SUPERINTENDENT SHALL:

A. Provide an educational program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the State Department of Education requirements. If students are unable to participate in the residential outdoor education program due to shelter in place or county health requirements, an alternative program of live stream programs, 2.5 day residential program or field trips will be made available at a cost recovery basis.

B. Appoint a representative Advisory Committee, which shall assist in formulating the program in outdoor science, conservation, and environmental education.

C. Provide such coordination services as the Superintendent may deem necessary to ensure an adequate program including, but not limited to, developing a master schedule, negotiating for facilities, employing a naturalist staff, disseminating materials, and coordinating registration and billing.

D. Provide the necessary insurance coverage to protect her own employees and agents.

E. Provide first aid supplies for District students and personnel during their attendance at the Outdoor Education program.

F. Provide food services for students and staff starting with the first evening meal.

III. Fees

IN CONSIDERATION for the services performed, the District agrees to pay the Superintendent a per student fee not to exceed four hundred and forty dollars ($440.00), plus two hundred dollars ($200.00) for each teacher in attendance from the District. If required by San Mateo County Health, a 2.5 day program will be substituted with a per student fee not to exceed Two hundred and twenty dollars ($220.00), plus one hundred dollars ($100.00) for each teacher in attendance from the District The per student fee is based on either 90% of the estimated number of students projected in May 2020 or the actual number of students in

attendance, whichever is greater. Transportation and stipends for teachers and substitute teachers are not included in these fees and are the responsibility of the school or District.

The District further agrees to pay the amount due within 30 days of invoice by the Superintendent.

IV. Term of Agreement

The term of this Agreement shall be from July 1, 2020 through June 30, 2021 and may be reviewed and renewed for additional periods of one (1) year each by mutual consent.

V. Hold Harmless and Indemnification

The District agrees to indemnify and defend the Superintendent and her employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the District and/or its employees/officers/agents in the performance of this Agreement.

The Superintendent agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of the Superintendent and/or her employees/officers/agents in the performance of this Agreement.

It is agreed that the Superintendent shall defend, hold harmless, and indemnify the District, its officers, agents and/or employees for any and all claims for injuries to persons and/or damage to property which arises out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Superintendent, her officers, agents, and/or employees.

In the event of the concurrent negligence, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned according to California's theory of comparative negligence. The duty to indemnify shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

VI. Independent Contractor

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the District and the Superintendent, but it is an Agreement between independent contractors, those being the District and the Superintendent.

VII. Assignability

This Agreement may not be assigned by either party except on written consent of the other.

VIII. Alterations of Agreement

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated, and provisions may be altered, changed, or amended by mutual written agreement of the parties.

The laws of the State of California shall govern the validity, construction, and effect of this Agreement. The parties agree that during the course of this Agreement, informal procedures and means will be adopted for informing, advising, clarifying, and resolving any disputes, differences, or topics of mutual concern, as well as changes required in policies and procedures. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with regard to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year set forth herein below.

_____Date: _____

DENISE PORTERFIELD

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

_____Date: _____

DISTRICT SUPERINTENDENT

South San Francisco Unified School District

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the following Certificated Personnel items be approved:

ADMINISTRATIVE APPOINTMENT 2020-2021
Crosby, Brooke, Program Specialist, District Office, effective July 1, 2020.
Rasmussen, Carlee, Assistant Principal, Westborough Middle School, effective July 1, 2020.
Wong, Steven, Assistant Principal, South San Francisco High School, effective July 1, 2020.

ASSIGNMENT ADJUSTMENT 2020-2021
Chan, Marilyn, a teacher on special assignment at district office, from 1.0 FTE to 1.2 FTE effective August 10, 2020.

CERTIFICATED CONTRACT 2020-2021
Aristakessian, Martha, Education Preparation: San Francisco State University with a BA degree. Ms. Arstakessian holds a Single Subject Credential. She will be placed at El Camino High School as a Social Science teacher on a Probationary contract effective August 10, 2020. Salary placement C-3.

Amiton, Scott, Education Preparation: Harvard University with a MA degree. Ms. Amiton holds a Single Subject Credential. He will be placed at Alta Loma Middle School as a Math teacher on a Probationary contract effective August 10, 2020. Salary placement EM-12.

Baum, Alison, Education Preparation: University of Nebraska at Omaha with a MA degree. Ms. Baum holds a Speech Language Pathology Services Credential. She will be placed district wide as a Speech Language Pathologist on a Probationary contract effective August 10, 2020. Salary placement SLP-4.

Cuanico, Jenny, Education Preparation: California Baptist University with a MA degree. Ms. Cuanico holds a Pupil Personnel Services Credential. She will be placed district wide as a School Psychologist on a Probationary contract effective August 3, 2020. Salary placement P-2.

Dub, Charles, Education Preparation: San Francisco State University with a BA degree. Mr. Dub holds a Single Subject Credential. He will be placed at South San Francisco High School as an English teacher on a Probationary contract effective August 10, 2020. Salary placement EM-1.

Esquer, Ana, Education Preparation: University of La Verne with a MA degree. Ms. Esquer holds a Pupil Personnel Services Credential. She will be placed at Westborough Middle School as a Counselor on a Probationary contract effective August 10, 2020. Salary placement EM-3.

Guerrero, Janessa: Education Preparation: Brandman University with a MA degree. Ms. Guerrero holds a Pupil Personnel Services position. She will be placed district wide as a School Psychologist on a Probationary contract effective August 3, 2020. Salary placement P-2.

Kanel, Julie, Education Preparation: University of California, Berkeley with a MA degree. Ms. Kanel holds a Multiple Subject Credential. She will be placed at Martin and Spruce Elementary Schools as a Reading Specialist on a Temporary contract effective August 10, 2020. Salary placement FM-11.

James, Jennifer: Education Preparation: Notre Dame de Namur with a MA degree. Ms. James holds an Education Specialist Instruction Credential. She will be placed at South San Francisco High School as a Special Education teacher on a Probationary contract effective August 10, 2020. Salary placement FM-12.

Mallari, Clarisse, Education Preparation: University of the Philippines with a BA degree. Ms. Mallari holds an Education Specialist Instruction Credential. She will be placed at Westborough Middle School as a Special Education Teacher on a Probationary contract effective August 10, 2020. Salary placement C-5.

Nicholson, Reilly, Education Preparation: Purdue University with a BA degree. Ms. Nicholson holds a Single Subject Credential. She will be placed as an Art teacher at Alta Loma Middle School on a Probationary contract effective August 10, 2020.. Salary placement C-8.

Shim, Jamelle, Education Preparation: San Francisco State University with a MA degree. Ms. Shim holds an Education Specialist Instruction Credential. She will be placed at Alta Loma Middle School as a Special Education Teacher on a Probationary contract effective August 10, 2020.

Taptelis, Helen, Education Preparation: San Francisco State University with a MA degree. Ms. Taptelis holds a Single Subject Credential. She will be placed at Alta Loma Middle School as an English teacher on a Probationary contract effective August 10, 2020. Salary placement: FM-6.

Tomas, Maricris, Education Preparation: Leyte Normal University with a BA degree. Ms. Tomas holds an Education Specialist Instruction Credential. She will be placed at Westborough Middle School as a Special Education teacher on a Probationary contract effective August 10, 2020. Salary placement C-5.

Tran, Sierra, Education Preparation: University of the Pacific with a MA degree. Ms. Tran holds a Speech Language Pathology Services credential. She will be placed district wide as a Speech Language Pathologist on a Probatinary contract effective August 10, 2020. Salary placement SLP -4.

REQUEST FOR UNPAID LEAVE OF ABSENCE

Lieberman, Julia, a teacher at Martin Elementary School, effective August 10, 2020, through May 28, 2021.

RESIGNATION

Celeste, Kennelyn, principal at Los Cerritos Elementary school, effective June 30, 2020.
Ferreri, Alexis, a teacher at Adult Education, effective June 30, 2020.
Oliveira, Erin, a teacher at El Camino High School, effective May 29, 2020.

SUMMER SCHOOL

Prgram	Name	Location
ESY	Laurie Dolly	Speech & Language Pathologist
ESY	Navas, Cristina	Speech & Language Pathologist
ESY	McCarron, Julia	Pre-K – Hillside
ESY	Reate-Galarza,Nia	Pre-K – Hillside
ESY	Wiebort, Samantha	Pre-K – Hillside
ESY	Guerra, Josie	School Psychologist – Hillside
ESY	Steinbach, Kathryn	Elementary- Los Cerritos
ESY	O'Neil, Sharon	Elementary- Los Cerritos
ESY	Lara, Alejandra	Elementary- Los Cerritos
ESY	Soto, Camilla	Elementary- Los Cerritos
ESY	Navarro, Angelica	Elementary- Los Cerritos

ESY	Natoli, Lisa	Elementary- Los Cerritos
ESY	Marty, Danielle	Elementary- Los Cerritos
ESY	Alexander, Erika (6/10-6/24)	Elementary- Los Cerritos
ESY	Contreras, Marsha (6/24-July 9)	Elementary- Los Cerritos
ESY	Martin, Cristen	Elementary- Los Cerritos
ESY	Garrett, Rachel	Parkway Heights Middle School
ESY	Barbosa, Ralph	Parkway Heights Middle School
ESY	Mesa, Thalia	Parkway Heights Middle School
ESY	Madayag, Apollo	El Camino High School
ESY	McCollum, Denzell	El Camino High School
ESY	Sheppard, Joseph	El Camino High School
ESY	O'Neil, Sharon	El Camino High School
ESY	Allen, Matt	Baden High School (BHS) Classes
ESY	Greenberg, Lorraine	Baden High School (BHS) Classes
ESY	Metcalfe, Wendy	Baden High School (BHS) Classes
BLIS	Christina Bonite - Coach	Spruce
BLIS	Selina Ruiz	Spruce
BLIS	Carmen Warren	Spruce
BLIS	Kathleen Jackson	Spruce
BLIS	Cristina Losada	Spruce
BLIS	Karen Cheung	Spruce
BLIS	Monyca Currier	Spruce
BLIS	Debbie Kriesman	Spruce
BLIS	Jane Chang	Spruce
BLIS	Megan Miller	Spruce
BLIS	Jordana Wolf	Spuce
BLIS	Phill Naranjo	Spruce
BLIS	Sarah Connolly	Spruce
BLIS	Christina Quisumbing	Spruce
BLIS	Kerry Cianciarulo	Los Cerritos
BLIS	Kate Cruz	Los Cerritos
BLIS	Jenny Arcilla-Gonzalez	Los Cerritos
BLIS	Gemma Choa(Napales)	Los Cerritos

BLIS	Shari Giusti	Los Cerritos
BLIS	David Kennedy	Los Cerritos
BLIS	Elizabeth Weatherly	Los Cerritos
BLIS	Elaine Yee	Los Cerritos
BLIS	Carolyn Selvy (Gleason)	Los Cerritos
BLIS	Delaney Jures	Los Cerritos
BLIS	Mary Conroy	Los Cerritos
BLIS	Denise Steffey	Los Cerritos
Credit Recovery	Rachel Perkins	ECHS
Credit Recovery	David Yannover	ECHS
Credit Recovery	Amber Dawn	ECHS
Credit Recovery	Stephanie Kuhn	ECHS
Credit Recovery	MIchael Pilacic	ECHS
Credit Recovery	Anthony Tsujisaka	ECHS
Credit Recovery	Michael Gassaway	ECHS
Credit Recovery	Nayeli Molina	ECHS

TRANSFER 2020-2021

Sands, Gena, from Baden High School to El Camino High School, effective August 10, 2020.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the following Classified Personnel items be approved:

VOLUNTARY DEMOTION

Larsen, Robert, Custodian II, Spruce Elementary School, 8.0 hours per day to Custodian I, Sunshine Gardens Elementary School, 8.0 hours per day, effective June 8, 2020.

TRANSFER

Angeles, Louella, Paraprofessional II – Special Education, Spruce Elementary School, 6.0 hours per day to Sunshine Gardens Elementary School, 6.0 hours per day, effective August 11, 2020.

RETIREMENT

Benedetti, Cynthia, School Administrative Assistant I, Spruce Elementary School, 7.5 hours per day, Range 38 A, Step 5, effective July 3, 2020.

RESIGNATION

Feliciano, Wilfredo, Paraprofessional I - Special Education, El Camino High School, 6.0 hours per day, Range 26, Step 3, effective May 29, 2020.

Beltran, Catherine, Paraprofessional II – Special Education, Junipero Serra Elementary School, 6.0 hours per day, Range 29, Step 4, effective May 29, 2020.

TEMPORARY OUT OF CLASS PAY

Nguyen, Van, Acting Locksmith, District Office, Range 50A, Step 5, effective April 23, 2020 through May 22, 2020 and May 26, 2020 through May 29, 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2020

RE: Acceptance of Gifts

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of May 2020.

FISCAL IMPLICATIONS:

The gifts will benefit the District Office or school sites that have been requested by the donors.

RECOMMENDATION:

Staff recommends that the Board of Trustees accepts the gifts on behalf of the District.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT – ACCEPTANCE OF GIFTS FOR MAY 2020.

It is recommended that the South San Francisco Unified School District Board of Trustees accept the following gifts for the District:

$300.00 from Your Cause, LLC, Trustee for PG&E to Monte Verde Elementary School for the purpose of school use, under the Principal's discretion.

$800.00 from Your Cause, LLC, Trustee for PG&E to Ponderosa Elementary School for the purpose of student and school needs.

$3,223.68 from Read-A-Thon to Junipero Serra Elementary School for the purpose of library, media, and technology use.

$805.92 from Read-A-Thon to Junipero Serra Elementary School for the purpose of library, media, and technology use.

$60.00 from Your Cause, LLC, Trustee for Pacific Gas & Electric to Westborough Middle School for the purpose of student and school needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2020

RE: Professional Services Agreements Under $25,000

BACKGROUND:

The following Professional Service Agreement is being submitted for approval:

Buri Buri Elementary School

$25,000 Climate Corps Education Outside – Supports learning for emerging climate protection by providing safe, hands-on outdoor science. Commencing September 8, 2020 through May 29, 2021.

Sunshine Gardens Elementary School

$5,780 The Daily Café – To provide online seminars for all Sunshine Gardens ES staff on the Daily Five. Commencing June 27, 2020 through June 30, 2021.

Parkway Heights Middle School

$1,520.55 PBIS Rewards – A management system that assists schools in their Positive Behavioral Interventions and Support program. The multi-device platform makes it easy to continuously recognize students for meeting behavior expectations from anywhere in the school, not just the classroom. Commencing 2020-21 fiscal school year.

El Camino High School

$1,650 Newsela – Subscription renewal for supplemental English curriculum. Commencing July 1, 2020 through June 30, 2021.

FISCAL IMPLICATIONS:

Listed above.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreements as presented.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2020

RE: Approval of Legal Firm Contract Renewal with DWK

BACKGROUND:

The District does business with the legal firm of Dannis Woliver Kelley (DWK) for education law issues such as construction litigation, bond finance, and property, as well as other business.

FISCAL IMPLICATIONS:

The fee structure for the firm is within reasonable amounts paid for similar services.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the renewal of the DWK contract for the 2020-21 fiscal year as presented.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 26, 2020, by and between the South San Francisco Unified District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2020, through and including June 30, 2021, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred sixty dollars ($360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to two hundred ninety-five dollars ($295) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty dollars ($260) per hour for Associates; and one hundred thirty dollars ($130) to one hundred eighty dollars ($180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred dollars ($400) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOUTH SAN FRANCISCO UNIFIED DISTRICT

_____ _____

Shawnterra Moore, Ed.D. Date
Superintendent

DANNIS WOLIVER KELLEY

_____ May 26, 2020

Mark W. Kelley Date
Attorney at Law

DANNIS WOLIVER KELLEY

Stephen L. Cali
Attorney at Law

May 26, 2020
Date

At its public meeting of_____, 2020, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2020

RE: Change in Summer Board Meetings Start Time

BACKGROUND:

At the May 28, 2020 Board meeting, a staff Board directive was made to bring back an item for the Trustees to discuss the possibility of beginning the summer Board meetings at an earlier start time.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

For Information/Discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2020

RE: Board Advocacy Ad Hoc Sub-committee

BACKGROUND:

At the May 28, 2020 Board meeting, one of the staff directives was to bring back an agenda item for the Board to discuss creating a temporary ad hoc sub-committee regarding Board advocacy and legislative action. There is a desire to have a sub-committee of the Board to review policy and to advocate with legislators on topics such as school funding. The Board will discuss if there is agreement and consensus to develop an ad hoc subcommittee of the Board for this purpose.

FISCAL IMPLICATIONS:

Not applicable

RECOMMENDATION:

For Information/Discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #20-46

LESBIAN, GAY, BISEXUAL, TRANSGENDER, and QUEER (LGBTQ+) PRIDE MONTH
JUNE 1 – JUNE 30, 2020

WHEREAS, "Gay and Lesbian Pride Month" was established in June of 2000 by Presidential Proclamation and grew to eventually be designated ***Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month****; and*

WHEREAS, this month was chosen as it denotes the anniversary of the protests against unfair discrimination and harassment following a June 1969 police raid on the Stonewall Inn, a gay bar in New York City. This year marks the 51th anniversary of an event which was considered a watershed moment in the modern LGBTQ+ rights movement in the United States, earning national attention in their struggle for equality; and

WHEREAS, LGBTQ+ Pride Month is a time to take a positive stance against intolerance and violence toward LGBTQ+ people, demonstrate acceptance, peacefully protest and raise political awareness of current issues facing their community, encourage inclusiveness, and promote their dignity and visibility as a social group; and

WHEREAS LGBTQ+ Pride Month recognizes the contributions and significance of LGBTQ+ people in promoting equal rights regardless of sexual orientation or gender identity and acknowledges their contributions economically, culturally, and socially to the development of United States history; and

WHEREAS, California Education Code Section 51204.5 specifically calls for instruction in the social sciences to include the study of the role and contributions of lesbian, gay, bisexual, and transgender Americans, to the economic, political, and social development of California and the nation, with particular emphasis on portraying the role of this group in contemporary society; and

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor LGBTQ+ Americans during ***LGBTQ+ Pride Month.***

REGULARLY PASSED AND ADOPTED this 11th day of June, 2020.

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____
Secretary/Clerk of the Board

_____

_____ _____
Superintendent of Schools

_____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2020

RE: Board of Trustees Compensation Increase

BACKGROUND:

Monthly Trustee Compensation

Section 35120 of the California Education Code and Board Bylaw 9250 set forth the authorities regarding compensation to be paid to members of the District's Board of Trustees. Specifically, those authorities, read together, provide that in districts with an average daily attendance of 10,000 or fewer students (but more than 1,000), trustees are entitled to receive compensation that does not exceed $240 per month. California Ed. Code sec. 35120(a)(8). (Board members' monthly compensation is proportionally decreased for any unexcused absences during a given month.) The law also provides that the Board may annually increase the monthly compensation for board members by an amount not exceeding 5% of the then-current monthly compensation, per Cal. Educ. Code sec. 35120(e).

In the June 13, 2019 Board meeting, Trustees agreed to a two percent increase in their stipend for the fiscal year 2019-20. Their current compensation is $427.08 per month. Should the Board approve a two percent increase for the fiscal year 2020-21, their compensation would be $435.63 per month.

Mileage Stipend

Staff has also noted, in reviewing Trustee compensation practices, that Trustees presently receive a monthly stipend of $100 for mileage expenses. Section 35044 of the Education Code and Board Bylaw 35044 provide that Trustees are entitled to be reimbursed for payment of travel expenses when performing authorized services for the District. Again, in order to confirm the Board's intent regarding this stipend, staff seeks Board action to authorize the payment of this mileage stipend for the fiscal year 2020-21.

FISCAL IMPLICATIONS:

There will be a 2% increase to Board of Trustee's current monthly compensation.

RECOMMENDATION:

It is recommended that the Board of Trustee's approve the two percent increase for Board monthly compensation and the continuation of a monthly $100 stipend for mileage expenses as allowable per our Board Bylaw 9250 regarding Trustee compensation and section 35120 of the California Education Code for the fiscal year 2020-21.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: June 11, 2020

RE: Change in Summer Board Meetings Start Time

BACKGROUND:

At the May 28, 2020 Board meeting, a staff Board directive was made to bring back an item for the Trustees to discuss the possibility of beginning the summer Board meetings at an earlier start time.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

The South San Francisco Unified School District Board of Trustees may or may not decide to change the start time of the summer Board meetings.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Keith B. Irish, Assistant Superintendent of Educational Services and Categorical Programs

DATE: June 11, 2020

RE: Approval of Skyline Middle College MOU for 2020-21

BACKGROUND:

The District has been working collaboratively with the Skyline Middle College program for the past few years. Budgeting will allow 70 Students in 11th and 12th grade eligible to enroll in the program. Moving forward, the District would like to continue the partnership with the Skyline Middle College program. The MOU and cost per student is identical as to the one in 2019-20.

FISCAL IMPLICATIONS:

The District will fund each student enrolled in the Skyline Middle College Program at $6,800 per student, the same cost per student as in 2019-20, to be paid using General Fund, as described and budgeted in the 2020-21 LCAP, Goal 1, Action 1.4-4. The total program cost is dependent on student enrollment and will be adjusted accordingly. The San Mateo Community College District will fund all costs not covered by the Districts funding provided.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the MOU with Skyline Middle College for 2020-21 with the cost of $6,800 per student as presented, to be paid from General Funds and budgeted in the 2020-21 LCAP, Goal 1, Action 1.4-4.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT FOR MIDDLE COLLEGE AT SKYLINE COLLEGE 2020-21

This Agreement is entered into this **1st day of July 2020,** by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called 'SMCCCD") and South San Francisco Unified School District, a unified school district formed and existing under the laws of the State of California, having its business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SSFUSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SSFUSD. It will be established as an alternative program of choice between the SSFUSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.

2. **EDUCATION CODE AND WAIVERS.** SSFUSD will seek, apply for, and obtain all necessary waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SSFUSD.

3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SSFUSD or his/her designee(s); Skyline College Vice President of Instruction or his/her designee(s); and the SMCCCD MCSC Director (hereinafter called "MCSC Director"). The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.

   a. The SSFUSD designee will report to the SSFUSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring potential students and promoting MCSC.

   b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.

c. The MCSC Director and the Director of Educational Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

4. SSFUSD will fund each student enrolled in MCSC at $6800 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SSFUSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.

   a. Students are admitted to MCSC program for the fall and spring semester. Should a SSFUSD student not complete a full semester, the SSFUSD will pay half of the annual cost per student. Should a SSFUSD student complete one semester, but not a second semester, the SSFUSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.

5. **REMUNERATION FOR SERVICES.**

   SMCCCD will invoice in December 2020 and May 2021, the bills are pay in January 2021 and June 2021.

   a. SSFUSD, upon receipt of a detailed invoice, should process payment to the following:

SMCCCD: San Mateo County Community College District,
Accounts Payable Office
3401 CSM Drive, San Mateo, CA 94402

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2020 and terminate on June 30, 2021. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.

7. **TERMINATION OF CONTRACT.** SMCCCD may terminate for cause this Agreement, by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SSFUSD within 60 days of the end of the current term so as not to interrupt student learning.

   SSFUSD may terminate for cause this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be

presented to the SMCCCD within 60 days of the end of the current term so as not to interrupt student learning.

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:

   a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SSFUSD.

   b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SSFUSD Curriculum and Instructional staff that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.

   c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the program.

   d. SMCCCD will also provide a 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.

   e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SSFUSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

9. **PREMISES.** Subject to the terms and conditions set forth in this Agreement and during the term of the Agreement, SMCCCD will provide MCSC with space at Skyline College for classrooms, as well as staff and office space for all MCSC events.

   Further, SMCCCD will provide MCSC with office supplies and outreach materials, as well as access to copy machines for instructional purposes.

10. **DISCLOSURES.** SSFUSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:

a. MCSC is an alternative program of choice offered by the SSFUSD to its students. A maximum of 35 seats per grade level attending SSFUSD high schools will be reserved on an annual basis. SSFUSD may have additional seats as they are available in the 11th and/or 12th grade cohorts.

b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SSFUSD. Such faculty are not agents of SSFUSD.

c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.

d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.

e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.

f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SSFUSD and SMCCCD in their respective student hand books.

g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SSFUSD that is consistent with the waivers, if any; being requested from the SSPI by SSFUSD.

12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SSFUSD will provide MCSC staff access to SSFUSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

13. **CURRICULUM.** The goal of the partnership is to offer a seamless transition between high

school to post-secondary education that promotes: (1) academic preparation for applying in the 12th grade to four-year colleges/universities; and/or (2) academic preparation for transferring from Skyline College to four-year colleges/universities; and/or (3) academic preparation for an Associate degree and/or (4) academic preparation for career technical education certificate. The following pathways are as follows:

a. **A-G College Entrance Requirements**
This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.

b. **CSU General Education – Breadth Certification**
This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

c. **Intersegmental General Education Transfer Curriculum (IGETC)**
This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

d. **Associate Degree & Career Technical Education Certificate**
This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for an enrollment of up to 35 students in the 11th and 35 students in the 12th grades. All courses will be conducted on the Skyline College campus.

a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.

b. The instructional calendar will be based on 180 school days.

c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.

d. Skyline College will provide all students with the academic support services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 11.0 college units.

e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.

f. SSFUSD will accept courses for high school credit by the beginning of the subsequent semester.

g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SSFUSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SSFUSD teacher requirements.

h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SSFUSD.

a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.

b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.

c. Students will receive $250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than $250.

d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.

e. SMCCCD will provide the same resources and services to MCSC students that are available to all Skyline College students including counselling, library and Learning Center resources.

GENERAL PROVISIONS

16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.

17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.

    a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.

    b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.

    c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC Staff to use to inform any adult who may come looking for them.

18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SSFUSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SSFUSD. An annual audit of the MCSC program will be submitted by SSFUSD to the SSPI.

    a. Permanent records of student attendance, grades and achievement will be maintained by SSFUSD for SSFUSD students who enroll in a course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.

    b. Each party shall maintain records pertaining to this AGREEMENT as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

19. **ENROLLMENT/ELIGIBILITY.** Participation at MCSC is through application, interview and selection only. Admitted students are considered concurrently enrolled college students (as defined by state law related to community college), with all the benefits and responsibilities of all other Skyline College student.

a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SSFUSD will jointly ensure that each applicant accepted has met all the enrollment requirements.

b. SSFUSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.

c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

20. **RELATIONSHIP OF THE PARTIES.** It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as SMCCCD may specify in writing, SSFUSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SSFUSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SSFUSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SSFUSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this Agreement to bind SSFUSD to any obligation whatsoever. SSFUSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.

21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.

22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, termination or other terms and conditions of employment of its own employees. SSFUSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SSFUSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SSFUSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SSFUSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SSFUSD.

23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for

in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.

24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SSFUSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. SMCCCD personnel policies shall be made available to SSFUSD upon request.

25. **NOTICES.** Any notice required to be given or delivered to the other shall be in writing and addressed to the parties at the addresses provided below parties at the addresses provided below

College District
San Mateo County Community College District
Bernata Slater, Chief Financial Officer
340l CSM Drive
San Mateo, CA 94402

SSFUSD
South San Francisco Unified School District
Keith Irish
Assistant Superintendent for Educational Services & Categorical Programs
398 B Street,
South San Francisco, CA 94080

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

27. **FORCE MAJEURE.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries,

parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.

29. **SEVERABILITY.** Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.

31. **LIABILITY AND INSURANCE.** SSFUSD shall be responsible for all damages to persons or properties that occur as a result of SSFUSD's or SSFUSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

SSFUSD and SMCCCD shall each take out and maintain during the life of this Agreement such liability insurance as shall protect them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either of the agencies or by any Subcontractor or by anyone directly or indirectly employed by either of them.

30.1 **Required Coverage.** SSFUSD and SMCCCD shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or the SSFUSD Superintendent, as the case may be.

Comprehensive General Liability and Property Damage insurance including:

a. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and $2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $1,000,000 per occurrence.

b. Business Automobile Liability insurance in an amount not Jess than $1,000,000 including coverage for owned, non-owned and hired vehicles; and

c. Umbrella liability in an amount not less than $3,000,000 per occurrence and annual aggregate.

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) I 0 or better.

30.3 **Endorsements and Certificates of Insurance.** San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SSFUSD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. South San Francisco Unified School District, its Officers, Agents, and Employees must be named by endorsement on SMCCCD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insureds.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SSFUSD's Superintendent and the SMCCCD's Chief Financial Officer prior to the commencement of work under this Agreement. The certificates shall provide that if the policy or policies be canceled by the insurance company or by SSFUSD or SMCCCD, as the case may be, during the terms of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to SSFUSD's Superintendent or SMCCCD's Chief Financial Officer as the case may be. The certificates shall also show the information that the San Mateo County Community College District is named on SSFUSD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured and that the SSFUSD is named on SMCCCD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. With respect to insurance procured by the SSFUSD, certificates shall clearly state that "'The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. With respect to insurance procured by the SMCCCD, certificates shall clearly state that "The South San Francisco Unified School District, its Officers, Agents and Employees are named as additional insured per attached endorsement' and that such insurance policy shall be primary to any insurance or self-insurance maintained by SSFUSD.

32. **WORKERS' COMPENSATION INSURANCE.** SSFUSD and SMCCCD shall each have in effect, during the full term of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, both parties certify awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Each Party Initials (if applicable)

☐

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Each Party Initials (if applicable)

☐

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

33. **MUTUAL HOLD HARMLESS**

a. SMCCCD shall indemnify, hold harmless and defend the SSFUSD trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMCCCD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.

b. SSFUSD shall indemnify, hold harmless and defend SMCCCD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SSFUSD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.

c. In the event of the concurrent negligence of SSFUSD and/or its officers and/or employees and SMCCCD and/or its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's theory of comparative negligence as presently established or as may hereafter be modified.

34. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal portion of the expenses of the mediator.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SSFUSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

36. **GOVERNING LAW AND VENUE.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.

37. **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.

38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.

39. **CAPTIONS.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SSFUSD, SMCCCD fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of SMCCCD to be performed, kept, and observed, SSFUSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SSFUSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SSFUSD may deem proper.

41. **EXECUTION.** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their

execution is made.

IN WITHNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Bernata Slater
Chief Financial Officer
Date:
Federal Tax Payer Identification Number:
(EIN) 94-3084147

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____
Name: Ted O
Assistant Superintendent, Business
Date:
Federal Tax Payer Identification Number
(EIN): 94-308

Appendix A

Case	Description	Total Charge to HS
1	*Student completes two terms*	$ 6,850
2	*Student enrolls in Fall term and does not complete.*	$ 3,425
3	*Student completes only Fall term, does not enroll Spring*	$ 3,425
4	*Students completes only Fall, withdraw Spring **after** drop period*	$ 6,800
5	*Student completes only Fall, withdraw **during** drop period*	$ 3,425
6	*Student enrolls and completes Spring only*	$ 3,425
7	*Student enrolls and does not complete Spring only*	$ 3,425
8	*Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 plus 6 or 7.)*	$ 6,800

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: June 11, 2020

RE: Approval of Provisional Internship Permit, Marsha Contreras, Special Education, Spruce Elementary School

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BACKGROUND:

The Provisional Internship Permit (PIP) allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found. Human Resources has been diligently seeking Special Education teachers since February when the recruitment season started. Dr. Spaulding has attended job fairs and the District has reached out to universities for possible interns and has also recruited on EdJoin.

Marsha Contreras is a current paraprofessional, Special Education, at Spruce Elementary School with our District. She has three years of experience as a Special Education classroom aide. Ms. Contreras is currently in a credentialing program at Alliant University and is completing the requirements to earn the Education Specialist Instruction mild/moderate Credential. A PIP will allow Ms. Contreras to meet the requirements necessary to earn the internship credential.

FISCAL IMPLICATIONS:

It is the employee's responsibility to cover the expense of applying for the PIP. There are no fiscal implications for the district.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the PIP for Marsha Contreras, certificated employee at Spruce Elementary School.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: June 11, 2020

RE: Approval of Behaviorist Positions and Job Description

BACKGROUND:

Our district currently contracts out for behaviorist support for students through a third party. We would like to hire behaviorist internally to be able to have more control on the quality of the employee, ability to lead and train our own behaviorists, and to avoid excessive administrative costs associated with continued updating of Independent Service Agreements (ISA) for each student for each school session and invoice processing.

FISCAL IMPLICATIONS:

We currently spend approximately $1,154,710 on behavioral support through a third party. Seven (7) behaviorists will cost approximately $850,000 with benefits. This would be a reduction of about $304,710 to use on other Special Education needs. There are expected to be a reduction in costs as we will be hiring our own behaviorists instead of contracting these services out.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the seven (7) Behaviorist positions and job description to support the District's students with special needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CLASS TITLE: DISTRICT BEHAVIORIST

JOB SUMMARY:
Under the direction of the Director of Pupil Personnel, provide behavior analysis and behavior management plans for special education students enrolled in educational programs provides support and training to school site staff, paraprofessionals, and parents/guardians in appropriate behavior intervention techniques.

DISTINGUISHING CHARACTERISTICS:
The District Behaviorist is directly responsible for the implementation of behavior programs and interventions; provides state-mandated behavioral intervention services to schools including assessment, written reports, behavior intervention plans, and consultation to assist in meeting the educational needs of students; is under the immediate supervision of the Director of Special Services; is under the general direction of the site administrator while performing services on the school site.

ESSENTIAL DUTIES:
• Oversee the implementation of district, school-wide, classroom, and student behavioral and social emotional supports.

• Design specific interventions to address social-emotional and behavioral needs of students.

• Conduct functional behavioral assessments leading to development of behavior intervention plans.

• Consult and collaborate with staff members working with service specific special education programs to ensure behavior and social-emotional supports are embedded within programs to meet the specific needs of students.

• Observe students and classes, collect and analyze data for determining student needs, writing applicable reports, goals, and monitoring progress on goals or effectiveness of behavior intervention plans.

• Consult with teachers, administrators, and other professional staff on assessment results. Assist in developing appropriate learning objectives for students and recommending practical classroom procedures to facilitate student learning.

• Consult with parents to discuss test results, assist in their understanding of the learning and adjustment needs, and make recommendations toward helping the student.

• Oversees implementation of behavior intervention plans (BIP); and training of classroom para educators and staff in BIP.

• Delegate and monitor data collection and implementation of behavioral interventions.

• Research and attend professional development conferences and training to ensure the most appropriate and effective evidenced-based practices and curriculum are implemented.

• Provide ongoing professional development for administrators, teachers, certificated and classified services providers.

• Provide ongoing applied behavior analysis ABA training for para educators and teachers, including certification of staff.

• Consult with other agencies as appropriate to exchange information concerning students who are being served, who have been referred for service, or to assist students and their families in obtaining appropriate services.

• Participate in activities which will enhance professional growth and development.

• Comply with state education codes and district board policies and regulation.

• Perform other duties as assigned by the Director of Special Services related to the role of Behaviorist.

OTHER DUTIES:
Perform related duties as assigned.

KNOWLEDGE OF:

- Assessment instruments and their application Applied Behavior Analysis.
- Behavioral intervention program methods and techniques.
- Relevant education codes and District policies, procedures, and regulations.

ABILITY TO:

- Establish and maintain effective relationships with staff, students, and parents.
- Communicate effectively, orally and in writing.
- Work cooperatively with various referral agencies.
- Provide behavioral intervention services to students and staff.
- Interpret behavioral data.
- Intervene in crisis situations.
- Serve as a resource to staff for the general welfare of students.

EDUCATION AND EXPERIENCE:

Board Certified Behavior Analyst (BCBA) certification; Master's degree in applied behavioral sciences, education, social work, psychology, or mental health fields.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license needed to drive a vehicle to conduct work.

WORKING CONDITIONS:

ENVIRONMENT:

- Office environment.
- Constant interruptions.

PHYSICAL DEMANDS:

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information in person and on the telephone.
- Seeing to read a variety of materials.
- Sitting or standing for extended periods of time.
- Bending at the waist, kneeling or crouching to file materials.
- Reaching overhead and above shoulders to retrieve materials.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: June 11, 2020

RE: Approval of Occupational Therapist Position and Job Description

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BACKGROUND:

We currently contract out for a second Occupational Therapist through a third party. We would like to hire this role internally to be able to have more quality control of service modalities, ability to lead/train, and to avoid administrative costs associated with continued updating of ISAs and contracts for each student for each school session as well as processing each student's invoice.

FISCAL IMPLICATIONS:

Cost of supporting this role will come from what we pay out already for the third-party agency. It should swap out equally considering the high cost of outside agency to an internal with benefits. There are no fiscal implications.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the new Occupational Therapist position and job description to support the District's students with special needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CLASS TITLE: OCCUPATIONAL THERAPIST

JOB SUMMARY:
Under the direction of the Director of Pupil Personnel, provides educationally related occupational therapy assessments, services, as well as consultation to students with various disabilities in accordance with the student's Individualized Education Plan (IEP).

DISTINGUISHING CHARACTERISTICS:
The Occupational Therapist collaborates as a member of the educational team and is expected to handle a variety of assignments that relate to individual students' specialized needs and related disabilities. They are expected to work independently with the students on a one-to-one basis, or in a group or classroom setting. The occupational therapist has a broad scope of evaluative tasks in the development, planning and assessment of therapy programs.

ESSENTIAL DUTIES:

- Assesses students' abilities and performance in activities that are related to the curriculum and applicable to activities of daily living. Administer complete educationally related assessments and reassessment including the interpretation of the developmental history, classroom or playground observations, records review, standardized testing, and non-standardized testing in the areas of suspected disability; interpret results, provide a comprehensive written report, present findings, and offer appropriate intervention strategies at the IEP meeting.

- Identifies and documents students' educational/developmental/functional needs with the IEPteam.

- Develops, coordinates and implements occupational therapy intervention plans that support the IEP goals and objectives. Provides appropriate training to parents to help support growth on goals.

- Assists with the development of students' transition plans, programs and goals.

- Records assessments, actions taken and recommendations made regarding areas of service as required by law, board policies, administrative regulations and the Special Education Department.

- Schedules, plans and provides occupational therapy programs for students with physical limitations, orthopedic impairments and/or other areas of concern for the purpose of aiding the students' physical rehabilitation in accordance with IEP goals.

- Recommends, designs and creates adaptive equipment.

- Trains and serves as a consultant to program staff in areas such as sensory motor, sensory stimulation and body awareness, fine motor and gross motor skills and other areas within the therapist's area of expertise.

- Demonstrates appropriate activities for students to program staff.

- Participates effectively in the multidisciplinary IEP team process and work effectively with the instructional team, parents and community members, and function as a positive, contributing member of the educational team.

- Provides consultative services to parents, students, teachers and program staff in implementing the student's IEP.

- Responds to inquiries and concerns which arise from parents, students, teachers and staff.

- Maintain a schedule to meet the caseload requirements, develop procedures, reporting forms and records to manage the program and comply with educational standards.

- Conduct training programs for district personnel on the role of occupational therapy as an educational service, normal sensory-motor development as related to learning , and identification of sensory-motor deficits.

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE OF:

- Child development, neuromuscular function/dysfunction, sensory motor integration, kinesiology, skeletal anatomy and basic pathology related to orthopedic disabilities. Individual and group occupational therapy techniques commonly used for students with special needs.
- Occupational Therapy techniques commonly used with students with sensory processing disorders to allow them to gain access to their curriculum
- Typical growth and development of children
- Teaching students the fundamentals of self-care and other functional school based activities
- The construction and use of assistive devices, special toys, and equipment suitable for school and home use
- Principles, methods and equipment used in occupational therapy.
- Educational and medical applications of adaptive equipment.
- Health regulations and safe working methods and procedures
- Proper lifting techniques and how to train others to do so.
- Case management principles.
- Record keeping practices and procedures.

ABILITY TO:

- Develop, plan and implement an educationally related occupational therapy program for students with various disabilities.
- Assess individual students and develop appropriate intervention which includes goals/objectives of IEP team.
- Explain and provide training on occupational therapy and how educational assistance is provided. Provide consultation to general and special education staff, parents and students.
- Establish and maintain effective working relationships with parents, students, staff and community agencies.
- Plan and organize work.
- Maintain accurate records and files.
- Work confidentially with discretion.
- Respond to questions, inquiries and complaints from parents, teachers, students, and representatives from other school districts
- Explain process and procedures as they apply to the occupational therapy program
- Communicate effectively orally in writing
- Lift, push and pull up to thirty-five (35) points frequently and fifty (50) pounds occasionally
- Exhibit full range of motion for shoulder external and internal rotation, shoulder abduction and adduction, elbow, shoulderm, and hip flexion and extension, back lateral flexion, and knee flexion.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to: graduation from an occupational therapy curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Occupational Therapy Association and registration by the American Occupational Therapy Association certifying clinical competence as a Registered Occupational Therapist; Experience working with students with a variety of disabilities and in an educational setting is preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license needed to drive a vehicle to conduct work; valid CPR and First Aid certification.

WORKING CONDITIONS:

ENVIRONMENT:

- Office environment.
- Constant interruptions.

PHYSICAL DEMANDS:

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information in person and on the telephone.
- Seeing to read a variety of materials.
- Sitting or standing for extended periods of time.
- Bending at the waist, kneeling or crouching to file materials.
- Reaching overhead and above shoulders to retrieve materials.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Jay Spaulding, Ed. D., Assistant Superintendent, Human Resources and Student Services

DATE: June 11, 2020

RE: Approval of Physical Therapist Position and Job Description

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BACKGROUND:

We currently contract out for two part time Physical Therapists through the San Mateo County Office of Education and another part time Physical Therapist through a third-party agency. We would like to hire this role internally to be able to have more quality control of service modalities, ability to lead/train, and to avoid administrative costs associated with continued updating of ISAs and contracts for each student for each school session as well as processing each student's invoice.

FISCAL IMPLICATIONS:

Cost of supporting this role will come from what we pay out already for through the three part time Physical Therapists hired through the county and a third party agency. It should swap out equally considering the high cost of outside agency to an internal with benefits. There are no fiscal implications.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the new Physical Therapist position and job description to support the District's students with special needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CLASS TITLE: PHYSICAL THERAPIST EDUCATION SPECIALIST

JOB SUMMARY:
Under the direction of the Director of Pupil Personnel, provide assessment, consultation, and direct school based physical therapy to pupils enrolled in or referred to special education programs.

DISTINGUISHING CHARACTERISTICS:
The Physical Therapist Education Specialist may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.

ESSENTIAL DUTIES:

- Access children's basic skills and abilities in gross motor function, balance and equilibrium, orthopedic status, motor planning, developmental or functional activities, range of motion, postural tone, gait, reflex integration, and kinesthesia. E
- Assist in developing the pupils' Individualized Education Plan (IEP).
- Develop individual pupil base line goals.
- Provide physical therapy intervention to pupils.
- Provide assistance to the classroom teacher by demonstrating exercises and activities.
- Monitor therapy received by pupils and record progress.
- Design and develop adaptive equipment and adjust for proper fit as needed.
- Act as liaison to district staff, physicians, parents, and other agencies in implementing the pupil's IEP.
- Travel to other district sites as assigned.
- Direct the work of student interns or other staff as assigned.
- Perform related duties as assigned.

OTHER DUTIES:
Perform related duties as assigned.

KNOWLEDGE OF:

- Principles, methods, and equipment used in physical therapy.
- Child development and growth.
- Posture and movement dysfunction.
- Technical aspects of field of specialty.

ABILITY TO:

- Design and fit adaptive devices, following medical prescription and adapt for educational purposes.
- Administer required assessments and evaluate pupil progress.
- Recommend educationally related treatment objectives and implement therapy.
- Operate standard office equipment including microcomputers and related software applications.
- Establish and maintain effective working relationships with others.
- Plan and organize work.
- Meet schedules and timelines.
- Maintain records and prepare reports.

- Read, apply, and explain rules, regulations, policies, and procedures.

EDUCATION AND EXPERIENCE:
Any combination of training, experience, and/or education equivalent to: Bachelor's degree or higher from an accredited college or university; graduation from an approved school of physical therapy; California registration as a Physical Therapist; One year work experience providing physical therapy services.

LICENSES AND OTHER REQUIREMENTS:
Valid California driver's license and availability of private transportation; valid CPR and First Aid certification.

WORKING CONDITIONS:
ENVIRONMENT: Office and classroom setting; driving vehicle to school sites to provide assistance to students and staff.

PHYSICAL DEMANDS:
Hearing and speaking to exchange information.
Seeing to perform assigned duties.
Sitting or standing for extended periods of time.
Dexterity of hands and fingers to operate equipment and perform assigned duties
Kneeling, bending at the waist
Reaching overhead, above the shoulders and horizontally to retrieve and store files and supplies.
Lifting moderately heavy objects.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: June 11, 2020

RE: Denial of Claim

BACKGROUND:

A claim has been submitted by a gentleman alleging that over the course of 10 years, the run-off from the South San Francisco High School field has caused damages to his property. The gentlemen also submitted an application to present a late claim.

FISCAL IMPLICATIONS:

The claim requests $17,805.00

RECOMMENDATION:

Staff recommends that the South San Francisco Unified School District Board of Trustees deny this claim and the application to present a late claim in its entirety and refer it to the District's insurance carrier.