

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING
Thursday, May 14, 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 May 14)

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.

OPEN SESSION – 7:00 p.m.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORTING OUT FROM CLOSED SESSION

E. REVIEW OF AGENDA

F. RECOGNITION AWARDS – volunteers

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

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

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. Recognition for outgoing Student Trustee Yoa

b. PTA Council update

c. Parent check-in and chat

d. End of year schedule

e. Other

- ASB Reports
 - Amanda Yoa, ASB President, El Camino High School
 - Kristie Poon, ASB President, South San Francisco High School

L. COMMUNICATIONS

Public comments may be submitted through the following link: <https://bit.ly/boardmeetingmay14> beginning at 1:00 p.m. on Monday, May 11, until 3:00 p.m. on Thursday, May 14. The comments will be read by the Board President or a designee during the meeting.

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.

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

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

N. 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, April 14, 2020.	1 - 20
b. Staff recommends the approval of the proposed Board of Trustees' meeting calendar for the 2020-21 school year.	21 - 22
2. EDUCATIONAL SERVICES	
a. Staff recommends the approval of May 2020 Graduates from Baden, El Camino, and South San Francisco High Schools, and Adult Education.	23
b. Staff recommends the approval of the 2020-21 California Interscholastic Federation (CIF) District representatives to leagues.	24 - 25
3. HUMAN RESOURCES	
a. Certificated Personnel Assignment Order	26 - 29
b. Classified Personnel Assignment Order	30
4. BUSINESS SERVICES	
a. Gifts to the District, April 2020.	31 - 32
b. Professional service agreement under \$25,000.	33 - 34

INFORMATION/DISCUSSION

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1. ADMINISTRATION

a. COVID-19 and Distance Learning Updates

35

The Superintendent and Cabinet will share updates related to COVID-19 and steps taken to support distance learning in SSFUSD.

b. Discussion of Board Minutes Format

36 - 37

The Board will discuss the format of the Board meeting minutes and possibly changing the way they are written.

PUBLIC HEARING – SSFAFT 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.

38 - 39

SSFAFT Proposal to SSFUSD

40

The South San Francisco Adult School Teachers (SSFAFT) proposal will be presented to the South San Francisco Unified School District (SSFUSD) Board of Trustees to re-open negotiations related to compensation and benefits.

SSFUSD Proposal to SSFAFT

41

Assistant Superintendent Spaulding will present the SSFUSD proposal to the SSFAFT regarding the collective bargaining agreement negotiations for the 2020-21 school year.

A Public Hearing will provide an opportunity for members of the public to comment on either proposal.

ACTION

1. ADMINISTRATION

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

42

Staff recommends the adoption of Resolution #20-41: Honoring Asian American and Pacific Islander Heritage Month.

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2. HUMAN RESOURCES

- a. Approval of SSFAFT COVID-19 MOU** 43 - 45

Staff recommends the adoption of tentative agreements, between the South San Francisco Unified School District and the South San Francisco Federation of Adult Educators, Chapter 6179, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic, as presented to the Board.

- b. Approval of CSEA COVID-19 MOU** 46 - 49

Staff recommends the adoption of tentative agreements, between the South San Francisco Unified School District and the South San Francisco California School Employees Association, Chapter 197, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic, as presented to the Board.

- c. Approval of SSFCTA COVID-19 MOU** 50 - 57

Staff recommends the adoption of tentative agreements, between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic, as presented to the Board.

3. BUSINESS SERVICES

- a. Approval to Purchase Outdoor Walk-in Freezer** 58 - 60

Staff recommends the approval of the proposal from Central Refrigeration Co., in the amount of \$54,445, for the purchase and installation of an outdoor walk-in freezer, as presented to the Board.

- b. Approval of Intertek, Inc. Agreement for Architectural Testing Service for the Martin ES Modernization Project** 61 - 70

Staff recommends the approval an agreement with Intertek, Inc., in the amount of \$6,200, for architectural testing services for the Martin ES modernization project, as presented to the Board.

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- c. Approval of Amendment #1 to the Ninyo and Moore, Inc. Contract for the Martin ES Modernization Project** 71

Staff recommends the approval of 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, as presented to the Board.

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

May 28, 2020 (*videoconference*)

- LCAP update
- Approval of Children's Center Program Self-evaluation annual reports
- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2020-21 budget
- Approval of YSB School Counseling and Safe School Advocates Services MOU
- 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 - Televised

- Genentech presentation
- Approval of School Services 2020-21 contract
- Public Hearing 2020-21 LCAP draft plan
- Public Hearing 2020-21 Budget
- Approval of Board of Trustees Compensation increase for 2020-21
- Approval to increase school meal prices
- Resolution on Budgetary increases and year end transfers

June 25, 2020

- Approval of Consolidated Application and Reporting System Spring 2020
- Approval to increase facility use fees
- Approval to increase District rental/leasing rates
- Adoption of 2020-21 LCAP
- 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

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' Special Meeting of April 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.

Vice President Eddie Flores sent the Board's best thoughts to families who have or have had the COVID-19 virus. He stated: "The virus and the isolation associated with it are heartbreaking and we are sorry that you have to go through it. The health and safety of our community is a top priority for our District! Next, please know we understand how difficult this situation is for our entire community. We are all doing the best we can. It WILL get better and perhaps, we'll learn some things along the way! I want to thank our community for their continued support and patience...which means the world to us. Having said that, we've transitioned to virtual Board meetings (pursuant to the provisions of the Governor's Executive Order) and at our scheduled April 9 Meeting, we had a computer glitch. As we value the public's need and right to meaningfully participate in our meetings, we voted to postpone the meeting and schedule it as soon as we could. This is the special meeting to replace our April 9 meeting. The current platform we will use is Zoom and the meeting will be live streamed on You Tube. Current links will always be posted on our District website on the 2019-2020 Board meetings page. As we want the public to have the opportunity to make comments and they can't be made live, we will give a generous amount of time to submit questions or comments prior to our Board meeting. The link will bring you directly to You Tube where you'll be able to watch our meeting in real time. Should the Board have "Action" items, which they need to approve, the President will ask for a first and a second and then, a roll call vote."

As SSFUSD is an inclusive school district a Spanish language translation of the Board meeting was available to the Spanish speaking community.

CLOSED SESSION (*The Board of Trustees met in closed session on April 9, 2020 to discuss the following item. Due to technical difficulties, the open session of the April 9 Board meeting needed to be postponed to April 14, 2020. For the benefit of the community, staff reported out on this closed session item during this meeting.*)

1. Conference with Legal Counsel - Anticipated Litigation – the Board is deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.96 (one potential case).

OPEN SESSION – 7:08 p.m.

A. CALL TO ORDER

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

President Patricia Murray logged on at 7:15 p.m.

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

D. REPORTING OUT FROM CLOSED SESSION

Action

MOTION #430 (Lujan/Baker) to provide direction to administration regarding anticipated litigation and settlement agreement. Motion Carried on a 5-0 vote.

E. REVIEW OF AGENDA –

Consent Agenda Item 3f, fundraising events, needed to be pulled as they are not happening now.

Action Item 2a lists Resolutions #19-14 through 19-34, while the correct information, Resolutions #20-11 through 20-34, is listed in the item description.

F. RECOGNITION AWARDS – Superintendent Shawnterra Moore reported that each school's volunteers are being publically recognized and certificates of appreciation will be sent to the sites for Principals to provide to them. South San Francisco High School volunteers are Mabel Chung-Choy, Lisa Gonzalez, Triny Hernandez, Angelina Marques, Reem Nasrah, and Winsom (Winnie) Shu.

Parkway Heights Middle School volunteers are Stephanie Cruz, Lance Popielak, Valeria Rodriguez, Dee Scharff-Popielak, and Katya Vilanova.

G. PTA COUNCIL REMARKS – PTA Council Communications Officer, John Sanna, thanked President Murray, Trustee Baker, Trustee Mina Richardson, and Assistant Superintendent Keith Irish for attending last week’s virtual PTA Council meeting. He reported that site PTAs have been authorized by the State PTA to hold virtual meetings for business and to get elections in place. Site PTAs are required to post open positions for 30 days and then will meet to have elections. If any school does not have enough board candidates, the current officers will be maintained for continuity of units and business until the start of the next year, at which point PTA Council will help them organize elections and put officers in place. PTAs must close their books by June 30. Audits will be done before they can resume on the first day of school. He expressed concern with finances since many fundraising events did not occur and the funds were not received. Also at this time of year, PTAs take funds from their accounts, which are given to Principals. This year, those funds may either not get to the Principals or will be much reduced. There is also a possibility that at the beginning of next year, PTA membership may be down due to the economic situation. He stated that much of the PTA funds go to offset school programs and Principals may need to use site funds instead. He said for the units without boards in place, PTA Council will assist to maintain continuity. Trustee Baker asked if current officers can continue in site PTAs. Mr. Sanna confirmed that to maintain viable boards, officers at sites can stay remain until they transition to appointments or elections. Vice President Flores asked if all PTAs are transitioning to virtual meetings. Mr. Sanna said to the best of his knowledge, most have the ability and technology in place. He noted that the time limit for meetings is forty five minutes to one hour or they could use multiple sections. Otherwise PTAs would contact the 17th District PTA for assistance.

H. STAFF ASSOCIATION REPRESENTATIVES’ REMARKS

South San Francisco Federation of Adult Educators - None

South San Francisco Classroom Teachers Association - President Danny Yanow told students that teachers miss them and are disappointed that this is how the school year will end. He hopes they are getting much learning out of their distance learning. He advised parents that teachers are doing the best they know how to reach the students through whatever means they can. Teachers have different teaching styles and this is still happening today. Each teacher is at a different level and comfort with new technology. They are learning as they go. He thanked the District for making access to technology for students is a priority. Parents and students are at different levels with technology and until the technology playing field is leveled, they won’t be reaching all students. Teachers are incredibly flexible and cannot wait to return to the classroom and make magic again.

California School Employees Association Chapter 197 - President Jolene Malfatti provided the following report, which was read by President Murray. "I continue to remain vigilant in protecting the safety and welfare of our Classified School Employees during this crucial time. I rely on management to ensure the social distancing of employees who are required to report to work and to provide the necessary safety products for our employees at all times. It is in trying times, like these, when we truly realize the value of Teamwork, Respect, and Perseverance to accomplish our common goal of educating our students.

Sending My Best Wishes to ALL employees and Students of SSFUSD! Stay Safe!"

- I. **PERSONNEL COMMISSION** - Assistant Superintendent Jay Spaulding reported that the next Commission meeting will take place virtually on April 20, 2020.

J. **ITEMS FROM BOARD**

Trustee Baker said two to three Board members are on the County updates happening three times a week and are keeping abreast of items affecting the District. He commended San Mateo County Manager Mike Callagy, Congresswoman Jackie Speier, Assemblyman Berman, Assemblyman Kevin Mullin, Supervisor Scott Wiener, and Senator Jerry Hill who have been good about informing them on resources for the District.

Vice President Flores reported that he watched the recent City Council meeting and acknowledged Councilmember Mark Nagales for recognizing the District and Superintendent Moore for providing thermometers and 200 N-95 masks to the SSF Police Department. He said the meeting was well attended.

Trustee Daina Lujan said the SMCSBA is working with County Superintendent Nancy Magee on weekly call. Their next meeting is scheduled for Thursday.

Trustee Richardson said she was happy to see the PTA attendance and reminded them to continue the Census, which is available in 59 languages. The public can call or go online to complete it. The Census is important as it means money for the District and community. She reported that parents are grateful for the District's work.

K. **SUPERINTENDENT'S REPORT**

- a. **Bell schedule update** - Superintendent Moore introduced Assistant Superintendent Irish to provide the update. Mr. Irish said 2019-20 is the pilot year for a 7th period modified bell schedule. In December, he met with the two high school principals and members from both SSFHS and ECHS bell schedule committees. They discussed benefits and challenges of the new schedule. The goal is to standardize the high school schedules as much as possible. After they created two schedules, the group met again in January

and February. In February, representatives presented schedules to both high school staffs. There is some uniformity, but not complete uniformity. They are key items that are differences between both school schedules which they value and Ed. Ser. did not want to take away. In particular, it is how the school uses the flex or advisory period. ECHS had longer advisory periods, where SSFHS did not. Some agreement on standardization has been reached, except for Mondays and Fridays based on the two schools' opinions on where to have the seven period day. Negotiations with units are needed to completely align the high school schedules. In the near future, he will talk with the site leaders on posting and sharing the 2020-21 schedules with their communities.

Trustee Baker spoke about the feedback he has received from parents, students, and teachers. With longer classes, some students lose focus in one and one-half hours. Regarding staffing levels he questioned whether the District would need to hire more people or have current teachers working at 120%. He asked when the new later start time would begin. Mr. Irish agreed that 90 minutes is an adjustment for students. He commended teachers for using collaboration time to implement practices. The goal is to have fewer positions at 1.2 FTEs. The later start times would begin in 2022-23. The bell committee discussed this and decided to have a global discussion with the other twenty three County districts. As schools are governed by the PAL, there is concern about athletes missing instructional time if some districts have different start times.

Vice President Flores asked for a staff report in writing to the Board.

- b. Superintendent's message** - Dr. Moore stated that on April 7 she sent a message to District personnel and families letting them know that six County Superintendents in collaboration with County Health Officers announced the decision to continue distance learning through the end of this school year. While the State Superintendent and Governor expressed their opinions about possible extensions, neither issued formal statements. SSFUSD works with local health departments which use data to make decisions and will continue to do so in relation to operations of the District including the time to re-open. The District will continue its efforts with distance learning and work on enhancing the current learning experiences for students. The Superintendent applauded the efforts of the entire District community. Staff has risen to the challenges and is finding ways to make connections with students to insure continuity of learning. Ed. Ser. is providing online training and support to staff. She appreciates the efforts of families in this challenging time. Staff is working hard to provide meals, provide equitable access for students, and custodians continue to clean and sanitize the facilities. Our focus is to connect, and to show compassion, and care. SpEd teachers are working in collaboration to support families needing mental health services and have established a check-in for continued connection with students.

c. **City Council meeting** – the Superintendent shared that she has been invited to participate in the next City Council meeting to report on the COVID-19 work in the District.

▪ ASB Reports

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

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

As of right now School is closed and set to reopen May 4. Students are now all engaged with distance learning through Google Classroom, School Loop and Zoom. Administration is currently in the process of securing loaner laptops for students without access to a device. Many emails have been sent about free or discounted Wi-Fi networks, scholarships and other things that students need to still be aware of. If students need essential hard copies the school is open to pick-up work Tuesdays and Thursdays from 9AM to 12PM. There will be a document posted on our website soon with the best way to contact teachers and their office hours. SSFHS is working diligently to get into contact with students who have not been checking in online by sending emails and calling home. Teachers have been collaborating and moving to distance learning.

Grad Nite has been cancelled and full refunds are in the process of being issued.

Additionally, Mr. Asbra asked me to share my experience while distance learning.

Personally, I love being at home all the time. Before self-isolation, I would always get back home around 6 or 7 due to after school activities, volunteering or work. I overloaded myself with extracurriculars and I didn't realize how much of a toll this took on my body until distance learning started. Though my sleep schedule is not ideal anymore, I like being able to work on things at my own pace. In regards to classes and lectures, it is a bit difficult to keep track of assignments and due dates because multiple platforms are being used at once. Being an AP student, many of my classes involve a lot of self teaching. My biggest concern would be the actual exam. Zoom meetings are helpful when necessary, otherwise for me, readings, YouTube videos and worksheets suffice. I cannot necessarily say the same for other students who are missing out on classes that work best with physical activities or labs.

As a graduating Senior I am saddened about missing out on the fun

part of Senior year. I know many others are too. If the condition permits sooner, I would like to ask that the school board pushes to POSTPONE instead of directly CANCELLING these special activities. I would be quite disappointed to have to miss out on graduation, and I know many Seniors feel the same.”

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

“El Camino High School ASB has been trying to unite the student body through various virtual spirit events on the social media platform-Instagram. We’ve had a lot of participation from different users and will try to implement a better way to reach out to the rest of the school.

Class officers are currently working on a letter that they can send out to their class to end off the school year on a positive note. Because many of the events scheduled for the end of the year had to be cancelled/postponed, the class officers would like to send out this letter in hopes that it would instill hope into their classmates.

There was a survey sent out for the different options the administration gave in regards to the Senior Commencement Ceremony. Seniors have responded in a negative way towards having a virtual graduation, but ASB and Administration are trying their best to keep a positive outlook on the situation.

Other than that, ASB is meeting regularly to discuss plans that we might have for the end of the school year.”

L. COMMUNICATIONS

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

Kristine H. said that due to the new school lunch distribution times, she was not able to pick up the meals. She waited in a long line at Westborough MS until she needed to leave for a meeting. She asked that the pick-up times be reconsidered.

Henry, Monte Verde ES and Westborough MS parent, said he appreciated the educators, administrators, and support staff for their continuing hard work to keep kids’ education on track during this extraordinary time.

An unidentified parent of two District students commented on remote learning. They expressed extreme disappointment on how the schools are handling this and said it is not okay for teachers to just send students a list of what they should be learning/completing. It is unfair for teachers to severely cut back hours of instruction and push the teaching duties onto parents.

Colma Mayor John Goodwin asked the Board to consider having the high school graduations and elementary and middle school promotion ceremonies. He said students need to have these milestones celebrated and collectively, the District, parents, and students can make it happen.

Melissa, a District parent, said that although the physical school year is over, students should still be celebrated, even if it is in the summer. She heard the principal at the school (site not specified) is against this and asked if parents can approach PTA to help plan it.

T. Chiu, a parent, asked if there will be a summer school option for their children. They said that as wonderful as the teachers are with distance learning, children will fall behind in the fall.

Monika White, a parent, said she and her husband felt that now is the opportunity to change to year round schooling. With the current pandemic, children are suffering socially and academically with a long summer break from school. She is supportive of moving forward with a year round school model and hoped the Board has already discussed this and is making strides to move in this direction.

Margaret, a Monte Verde ES parent, said she was extremely saddened to hear that Outdoor Ed was cancelled. She feels it is the District's responsibility to be flexible when it comes to this milestone for students and wants it to consider postponing this opportunity for 5th graders. The students have fundraised and worked hard and she asked the Board to think outside the box with a contingency plan for a different date.

Cheyenne Lang, an essential worker (ER nurse) and parent of 5th and 7th graders, said she finds it impossible to keep up with their assignments. She is concerned for single parent households or those where both parents are essential workers or if both work from home full-time. She said giving kids a ton of assignments is not the same as teaching them. She hopes the technology issues can be resolved and lead to more video teaching or video call sessions since right now it seems to fall on parents to be the teachers.

Brenda Lee commented on the inconsistencies in distance learning in elementary schools. While some teachers offer face-to-face time with students through electronic platforms, other teachers who are not as technically proficient are not offering this basic educational tool. Education should not be dependent on who the teacher is and all students in the same grade deserve to get the same education. She would like all teachers to get the training they need to connect with their students virtually.

Jocelyn, a Westborough MS parent, said that while she appreciates teachers sending videos along with assignments, the amount of work is completely overwhelming for both the students and the parents. She thinks it would be reasonable to lessen the amount of work so parents have enough time to re-learn

and then teach their children and children have enough time to self-teach themselves.

Sarah Walsh, a high school senior, asked why events are being cancelled rather than postponed when hundreds of seniors petitioned for postponements. She thinks only parents had a voice on this topic. She feels seniors went through four years of high school just to be robbed of grad night and other senior activities and be told they won't get the opportunity to graduate in front of their peers. She said student voices mean nothing towards the fate of their own school experience.

Etsuko, a Monte Verde ES parent, said the level of quality education with distance learning is very different and inconsistent across teachers. Some teachers have daily online sessions with students, while others have them three times a week or not at all. The education, especially at the same grade and school, should be equal with the same volume of online education. The inconsistency across teachers does not seem to be fair.

Amanda Kesner-Hays said there is confusion regarding academic expectations and students and parents are feeling stressed. She said information is being provided directly to students and not being consistently shared with parents. She asked if there is a plan to hold parent orientations to improve communication between the schools and families. She also asked if the District has a policy on grading expectations given distance learning and when will this be rolled out.

Juliana Salfiti, a District parent, asked why a uniform policy for teachers to use Zoom or some other type of virtual class has not been implemented. She said some schools have been doing this, but Westborough MS has not. She is spending hours each day teaching her child. She is concerned kids are going to suffer and not be prepared for the next grade and asked the Board to consider requiring virtual classes for efficient distance learning.

Gina Brown, a SSFHS parent, asked about ways to keep students motivated with distance learning. She said it would help if teachers communicate to students that school is still in session and the expectation is that classwork/homework is required.

Carissa Hong, a Monte Verde ES parent, thanked everyone in the District for their hard work in supporting students and their learning. She would like consideration to reschedule the week of Outdoor Ed for schools which were not able to participate this year. Students anticipate the trip for year, fundraiser, and get excited for this 5th grade adventure.

Nurilem Jimenez, a Spruce ES parent, asked about extending classes into the summer. He said health and education are important and students need to be ready for the next school year.

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

Item 3f, fundraising events, was pulled from the Consent Agenda.

Trustee Richardson asked to pull Items 3a and 3b.

MOTION #433 (Lujan/Baker) to approve Item 1a, Minutes to the regular Board Meeting, March 12, 2020; Item 1b, Minutes to the special Board Meeting, March 12, 2020; Item 2a, Certificated Personnel Assignment Order; Item 2b, Classified Personnel Assignment Order; ~~Item 3a, Purchase Order Listing, February 1 - 29, 2020; Item 3b, Warrant Register, February 1 - 29, 2020;~~ Item 3c, Cash Receipts, February 1 - 29, 2020; Item 3d, Gifts to the District for March 2020; Item 3e, Declaration of surplus items; Item 3g, Professional service agreements under \$25,000. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

Trustee Richardson, referring to Items 3a and 3b, asked how much of these items, such as charges for Bronstein Music and Science purchases, the Board won't see anymore. Assistant Superintendent Ted O stated that the charges are for the month February. Each site has their own discretionary funds. Title 1 schools cannot carryover more than 50% of those funds and they are buying items to use the funds this year.

MOTION #434 (Baker/Lujan) to approve Item 3a, Purchase Order Listing, February 1 - 29, 2020; Item 3b, Warrant Register, February 1 - 29, 2020. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

INFORMATION/DISCUSSION

1. ADMINISTRATION

a. COVID-19 and Distance Learning Update

Superintendent Moore shared the following information on distance learning and COVID-19. She said staff hears the concerns with inconsistencies and staff is prioritizing communication and engagement efforts.

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

Communication & Engagement Efforts

- Weekly communication to our families
- Sharing information at Board meetings and inviting the public to provide public comment
- Daily COVID-19 meetings with our team (district leadership)
- Bi-weekly meetings with site leaders
- Weekly/Daily meetings with the County Superintendent and all Superintendents in San Mateo County
- Check in meetings with larger school district superintendents (SF, Oakland, SJ)
- Eliciting feedback from administrators

Dr. Spaulding presented the following information. MOUs with the bargaining units are effecting during the shelter-in-place. He thanked the leaders for making it work for students and staff. Job fairs have been cancelled, but he will attend two virtual ones. Para professionals are not able to work closely with students, so they are not currently hiring them.

MOU Updates and Progress in Recruitment

Memorandums of Understanding (MOU's) with Bargaining Groups

- CTA - have an agreement
- AFT - have an agreement
- CSEA - have an agreement

Recruitment

- Number of current certificated vacancies - 71
 - LCAP positions in number above that are not posted yet
 - Certificated staff hired - 18
- Number of current classified vacancies - 34
 - They are trying to hire essential staff - plumber, electrician, and custodian.
 - They are holding off on Para vacancies.

Assistant Superintendent Irish reviewed the following information. He said the District is addressing inconsistencies to ensure families have a tech device or hot spot.

Educational Services - Distance Learning Plans

- Working with school sites to finalize distance learning plans

- Sites need to share/promote office hours/schedules on school websites with their school communities
- Working on setting clear limits on number of hours of work per week by grade level and/or subject class for students
- Working on setting clear expectations for teachers

Educational Services - Promotion/Graduation events

- Working on platforms
- SSFUSD is researching various possibilities for promotion/graduation events - keep/virtual/postponement or combination of both
- Organizations that we've contacted regarding possible virtual promotions/graduation options
 - Herff Jones
 - Jostens
 - Vego Pictures
 - Others
- Next Steps - obtain input from students/families and staff - survey will be sent and shared with site leaders and on District website

Districts are sharing grading practices and policies throughout the State and nationally. K-12 Certificated members will receive a grading survey to provide their input in the grading process.

Educational Services - Grading

- SSFUSD is currently reflecting on the following:
 - A
 - B
 - C
 - Pass
 - No Mark
- A "pass" is technically a "D" but UC/CSU will recognize a pass as meeting a-g requirements during the winter/spring and summer 2020 semesters.

Assistant Superintendent O provided the following information.

Meal Distribution and Facilities Updates

Meal Distribution Schedule

- Meal Distribution Plan approved by the California Department of Education (CDE)
- Served every Monday and Wednesday
- Locations are Spruce ES, Westborough MS, and ECHS
- 12:00 p.m. to 12:45 p.m. - if parents are in the lot by 12:45 p.m., they will receive meals.

Mr. O clarified the issue of students needing to be present when meals are picked up. The District must have a CDE approved plan in place to

maintain program accountability and integrity. The distribution time was shorted to make certain parents or guardians cannot go to multiple sites to pick up duplicate meals for children. Some districts are taking a chance and not getting their plan approved by the CDE and not requiring students to be present. If they are audited and cannot provide proof of compliance, they risk losing State funding. SSFUSD could lose \$31K per week in funding by not following the requirement of having students present.

In response to a previous comment where a parent was not able to pick up meals, Mr. O said there is a good, efficient process in place. The long line at Westborough MS was not due to the process. Cars at began arriving at 11:15 a.m. at the site. 365 meals were served that day, the most ever at that school and distribution finished by 1:00 p.m.

Facilities Update

- Cleaned and disinfected all school sites and District Office during spring break
- Starting in April 2020:
 - Tuesdays and Thursdays - Open and close schools, clean and disinfect classrooms, bathrooms, main office, and other common areas, and pick-up garbage
 - Wednesdays - Perform other custodial duties

Technology Distribution Plan

- Information Gathering
 - Survey to parents and staff on equipment and internet access needed
 - Principals reach out to families and staff to see if they needed equipment and/or internet access
 - Information is related to Director of Technology
- Hotspots & Internet Access
 - Ordered 500 Hotspots from T-mobile based on preliminary results from survey
 - Was able to sign up for a 1 year service plan (\$20 per month for each = \$120K total) with unlimited high-speed data
 - All of them have been distributed to the sites that requested them
 - Some sites are now learning that they will need additional
 - Waiting for sites to provide exact numbers before trying to get additional ones
- Computers
 - Provide existing Chromebook and other devices from the campus to students
 - Loaner laptops and other devices for staff

Mr. Irish said May events, such as graduations and promotions and proms, need to be cancelled. Emails from Principals regarding the refund process will be sent.

Trustee Lujan commended Cabinet and staff for the strategic responses and the focus to address them well. This is challenging for parents and staff and everyone is learning as they go. She is concerned with how to serve the meals within the distribution period and monitor the lines to avoid parents becoming aggressive or frustrated.

Trustee Richardson acknowledged Mr. O for the meal organization for which the parents are grateful. Regarding families possibly getting multiple meals, she said it is not that big of a deal to her. She may be overly generous, but as long as the shelter in place continues, children need to be fed even if the meals are given to the parents. She asked Mr. Irish what a virtual graduation is and when the Board will know. Mr. Irish replied that nothing has been decided yet. A virtual graduation is one that it is pre-recorded and features school year events such as the band or choir, includes up to five guest speakers, and every potential graduate can upload a photo or video in their cap and gown, which are merged and student names are announced. No part of the virtual graduation is live. Diplomas would likely be mailed. Trustee Richardson expressed concern with the dependability of the companies being considered for the virtual graduations. Mr. Irish said the companies being considered have fifteen and seventeen years of experience with virtual graduations for online colleges.

Trustee Baker commended all food service workers, teachers, office workers, etc. He said virtual graduations, based on social media are not popular and he hopes for a good contingency plan for an in-person ceremony during the summer or later. He appreciated the grading information and noted there was a robust discussion on this at the last PTA meeting. Regarding the meal distribution, he believes the brief time is cutting down on the numbers. Parents line up early to get meals when only 45 minutes is provided for pick up. He understands having kids in cars to prove the meals are for them, but his personal opinion is that the State would not do an audit, as it would reflect badly on them. He thinks the meal distribution time needs to be increased. If the number of meals picked up dips, he feels the time should be extended even with a minor risk of State intervention. Mr. O said that last Wednesday, they served the most meals with increased staff helping. He stressed that if parents are in line after the distribution time, they won't be turned away. Trustee Baker suggested helpers could enter the license plates into a Google spreadsheet and this information could be shared between the meal distribution sites. Mr. O said he would watch and if the number of meals drops, he would revise the plan and get CDE's approval.

Vice President Flores said he wants the public to understand that no decision has been reached on the graduations/promotions yet. He encouraged everyone to make the effort to fill out the online survey and asked that hard copies of the surveys be provided at the sites. He stated that the deadline for information is April 20. Mr. Irish shared that the District received over 300 responses in less than half a day. Vice President Flores wanted to make sure questions are open-ended and unbiased and asked that the share survey link is shared with the Board. He gave kudos to all District staff and families for helping others. Regarding grading, he wants to understand the process with using A, B, and C. He wants to ensure the SSF demographics and marginalized needs of the students are being addressed. Vice President Flores asked about discussions and input since grades are due soon. Mr. Irish replied that grades are due May 30. If the grading policy is not modified the, A to F policy remains in place. He explained the reason for considering a hybrid grading model. Some other districts are using credit/no credit or pass/no pass. When the shelter-in-place began, the District was half way through the semester and third quarter grades were done. The District uses grades for placement in subsequent courses. They are discussing whether or not to use fourth quarter work and how that will impact all students. If the District goes to credit/no credit the spring semester would be eliminated. Vice President Flores said that while grading is still in the contemplation phase, he wants the Board to be able to provide input. He asked how the education/opportunity gap will be eliminated and said grades affect students and exacerbate this gap. He wants to understand what the flexibility with the A-G UC requirements are so the District is not doing a disservice to the students. He asked how the 500 hot spots number was determined. Mr. O said that, per Mr. Siam, the sites gathered family information and the total happened to be exactly 500. Vice President Flores asked when the additional hot spots needed will be determined. Mr. Irish said he is working with a few site leaders on estimates. Situations change and the District is providing Chrome-books or hot spots to many families which have multiple students. About 100 more hot spots are needed and he is waiting on two additional sites. Vice President Flores asked if the sites have been identified and the District has coverage for the summer extension. Mr. Irish said enough hot spots are also needed to assist new families coming into the District.

Vice President Flores spoke about the meal distribution and said the District should not be married to one plan, but be open to re-looking at the situation. If people are hungry, they need meals. The District needs to improve or modify the plan. Sacramento, not the Board, decided to have students in cars during the distribution. Trustee Baker

said having the kids in cars is risky vs. having them stay at home and the State has their priorities mixed up.

President Murray stated that the State advised parents not to go to stores with their children, but the District requires them to be in cars. She would personally like to see this changed. More conversation on grades is needed and even the best students have challenges at this time. She appreciates the thoughts of her colleagues and the hard work of everybody to make it work. President Murray encouraged parents to complete and turn in the survey. She noted that children do not have to be in the District and any student can receive the meals.

Trustee Richardson noted that some students would be doing distance learning but are in the car to get meals.

Mr. O stated that if the meal distribution plan is changed the District needs to re-submit it to the CDE. If it is not approved, the District would risk not getting funding following a State. If the District gives out meals without students present, it could lose \$35K per week in State funding. Trustee Lujan recommending that, for the District to qualify for a waiver, the plan would be revised and submitted regarding the amount of time meals are served and for addressing having children being in the car. Vice President Flores agreed with this and said there are other avenues, such as reaching out to elected officials if there is a problem. Mr. O will contact the CDE and said each District, not the State, created their plans. Trustee Baker agreed with re-applying for the waiver.

2. HUMAN RESOURCES

a. Williams Uniform Complaints for Third Quarter Ending 3/31/20

Dr. Spaulding presented the Quarterly Report on Williams Uniform Complaints for the quarter ending 3/31/20, per Education Code Section 35186. This form deals with complaints regarding textbooks, facilities, and teacher misassignment.

He stated that there was one complaint filed in the District for this quarter and it has been resolved.

Trustee Richardson asked if the complaint has to do with employee habits in the workplace and if corrections have been made. Dr. Spaulding said a complaint was filed on February 27, but Facilities was already working with the site Principal to resolve it. Dr. Spaulding did three walkthroughs and saw no further problems. He recommended eliminating food sources and using plastic food containers. Improperly stored food attracts mice. He has not heard back on further problems at the site and hopes no other food sources are at any other schools.

ACTION

1. ADMINISTRATION

a. Resolution No. 20-35 for National Child Abuse Prevention Month

Trustee Lujan read the resolution.

MOTION #435 (Baker/Lujan) to adopt Resolution #20-35: In support of National Child Abuse Prevention Month. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

b. Resolution No. 20-36 for Earth Day

Board Clerk Baker read the resolution. He noted that Earth Day is April 22 and the date needed to be corrected in the title of the resolution.

MOTION #436 (Lujan/Flores) to adopt Resolution#20-36: In support of Earth Day. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

c. Resolution No. 20-37 for Autism Awareness Month

Board Clerk Baker read the resolution.

MOTION #437 (Baker/Lujan) to adopt Resolution #20-37: In support of Autism Awareness Month. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

2. HUMAN RESOURCES

a. Resolutions No. 20-11 through 20-34 for Retirements

MOTION #438 (Baker/Lujan) to adopt Resolutions #20-11 through #20-34: Honoring employees for their years of service to the School District. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

The retirees are: Louise Anderson, Jaquelyn Belli, Barbara Bowler, Catherine Collins, Michael Denton, Debra Etienne, Charlotte Grima, David Hill, Christina Hoff, Virginia Hunter, Leslie Marder, Nito Medina, Karen Nyquist, Lori Ong, Paul Petterson, Kathleen Ravano, Bridget Routh, Michael Schneider, Bonnie Serrell, Karen Trask, Karen Travis, Teresa Tsiu, Gloria Vela, and Gordon Witter.

b. Adoption of Declaration of Need for Fully Qualified Educators

Trustee Richardson asked why this declaration is required. Dr. Spaulding replied this is an annual requirement so the District can hire teachers with an emergency permit to teach one year before they receive their clear credential.

MOTION #439 (Flores/Baker) to approve the Declaration of Need for Fully Qualified Educators for the 2020-21 school year to the California Commission on Teacher Credentialing. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

3. BUSINESS SERVICES

a. Resolution No. 20-38 for Temporary Inter-fund Transfer

Trustee Richardson asked if this is a temporary resolution, how long it would be in effect, and how much money is needed. Mr. O replied that it is a precaution in case the District needs to borrow funds if property taxes are delayed. It will prevent a negative balance at the end of the year.

MOTION #440 (Lujan/Baker) to adopt Resolution #20-38: Authorizing the temporary internal transfer of funds to the General Fund (Fund 01) or any other District fund to cover the payment of obligations due to the COVID-19 impact on State and property taxes. (AYES: Baker, Flores, Lujan, Murray, Richardson; NOES: None). Motion Carried. (Unanimous)

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

At the April 23 meeting, the Board will review the grading plan. Vice President Flores requested that the survey results be shared with the Board. Mr. Irish said he would sort the Google form results and filter the comments. Trustee Richardson asked about the method of survey and how the data was gathered. He replied it was done with a Google information sweep.

April 23, 2020 (*videoconference*)

- Information on high school start times
- Approval of all SPSAs
- Review of grading policy survey results
- Resolution for Day of the Teacher (5/5)
- Resolution for Classified School Employee Week (5/17-5/23)
- Resolution for a retiree

May 14, 2020 (videoconference)

- Recognition for outgoing Student Trustee Yao
- Approval of the Board meeting calendar for the 2020-21 school year
- Approval of Graduates - Baden, ECHS and SSFHS
- Approval of Certificates of Completion - Baden, ECHS and SSFHS
- Approval of designated representatives to CIF
- Resolution honoring Asian Pacific American Heritage Month
- Resolution Fund 11 & Fund 14 account balances

May 28, 2020 (videoconference)

- LCAP update
- Approval of Children's Center Program Self-evaluation annual reports
- Approval for destruction of Disposable Class 3 records
- Information on May revision of the Governor's 2020-21 budget
- Approval of YSB School Counseling and Safe School Advocates Services MOU
- 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 - Televised

- Genentech presentation
- Approval of School Services 2020-21 contract
- Public Hearing 2020-21 LCAP draft plan
- Public Hearing 2020-21 Budget
- Approval of Board of Trustees Compensation increase for 2020-21
- Approval to increase school meal prices
- Resolution on Budgetary increases and year end transfers

June 25, 2020

- Approval of Consolidated Application and Reporting System Spring 2020
- Approval to increase facility use fees
- Approval to increase District rental/leasing rates
- Adoption of 2020-21 LCAP
- 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. Agendize the grading plan in the April 23 Board meeting.

2. Provide the Board with hard copies or a hyperlink to the survey.
3. Mr. O to revise the meal distribution plan (i.e. changing the meal distribution plan to not require children to be in the cars or modifying the length of the distribution time) and submit to the State for a waiver approval.
4. Mr. Irish to provide the Board with the number of hot spots needed by site in an update.

GOOD AND WELFARE

Trustee Richardson said she was happy to hear the County updates and how they are doing all they can for families, even undocumented ones. She noted the current moratoriums on evictions and rent and wanted to reassure the undocumented residents that there are other programs besides unemployment insurance to assist them. Free COVID-19 testing at the San Mateo County Events Center is being underutilized. Vans are being provided at no cost and residents no longer have to have a whole host of symptoms to be tested. She stated that the Census is important and encouraged everyone to standup and be counted.

Vice President Flores commended Dr. Moore, Cabinet, Principals, site leaders, staff, and union presidents as it takes all to make it work and make a difference. Governor Newsom spoke about how classrooms and PE classes will look in the future and said everyone needs to be mentally and emotionally prepared. He commended Principals, teachers, and site leaders for keeping things light and fun. Monte Verde ES put out a cute collage message to their students and teachers are sending handwritten notes to students. He reported that the SSF Chamber of Commerce is awarding 30 students (District and private schools) with scholarships.

Trustee Lujan thanked the SSF community for coming together. She taught Art In Action last week and said it was powerful connecting with students.

Trustee Baker told the public that the Board is hearing them. They know and sympathize with what the community is going through. He is proud of everyone in the District and hopes to see them in person in August.

President Murray said she is proud of the community with its amazing people. She is also proud of the Board for their regular meetings with the Superintendent and participating in virtual meetings, such as those with the County or SSF City Council. She misses seeing kids and the school events.

ADJOURNMENT – 10:19 p.m.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees
FROM: Shawnterra Moore, Ed.D., Superintendent
DATE: May 14, 2020
RE: Approval of the 2020-21 Board Meeting Calendar

BACKGROUND

The Board meeting calendar for the 2020-21 school year is being submitted for approval.

Note: the planned televised Board meetings in September, December, March, and June are subject to change based on the availability of the City's Council Chambers.

FISCAL IMPLICATIONS:

None

RECOMMENDATION

It is recommended that the South San Francisco Unified School District Board of Trustees approve the 2020-21 Board meeting calendar as presented.

**South San Francisco Unified School District
2020-21 Board of Trustees' Meeting Calendar**

2020 Meeting Dates

July 16, 2020

(Agenda Items due July 8)

August 13, 2020

(Agenda Items due August 5)

September 10, 2020 - *Televised*

(Agenda Items due **TUESDAY September 2**)

September 24, 2020

(Agenda Items due September 16)

October 10, 2020 - *Community Forum*

(Agenda Items due September 30)

October 22, 2020

(Agenda Items due October 14)

November 12, 2020

(Agenda Items due November 4)

December 12, 2020 - *Televised*

(Agenda Items due December 3)

2021 Meeting Dates

January 14, 2021

(Agenda Items due January 6)

February 11, 2021

(Agenda Items due February 3)

February 25, 2021

(Agenda Items due February 17)

March 11, 2021 - *Televised*

(Agenda Items due March 3)

March 25, 2021

(Agenda Items due March 17)

April 15, 2021

(Agenda Items due April 17)

April 29, 2021

(Agenda Items due April 21)

May 13, 2021

(Agenda Items due May 56)

May 27, 2021

(Agenda Items due May 19)

June 10, 2021 - *Televised*

(Agenda Items due June 2)

June 24, 2021

(Agenda Items due June 16)

IMPORTANT DATES TO REMEMBER:

July 4, 2020 - Independence Day Holiday
August 10, 2020 - Staff Development Day
August 12, 2020 - First Day of Instruction
September 7, 2020 - Labor Day Holiday
October 12, 2020 - Staff Development Day
November 11, 2020 - Veterans Day Holiday (observed)
November 25, 2020 - School Holiday
November 26 - 27, 2020 - Thanksgiving Holidays
December 21 - 29, 2020 - Winter Break
December 30, 2020 - January 4, 2021 - School Holidays
January 18, 2021 - Dr. Martin Luther King Jr. Holiday
February 12, 2021 - School Holiday
February 15, 2021 - Presidents Day Holiday
March 29 - April 5, 2021 - Spring Break
May 27, 2021 - Last Day of Instruction
May 31, 2021 - Memorial Day Holiday

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: May 14, 2020

RE: Graduates, May 2020

BACKGROUND:

Attached are lists of those students who are scheduled to graduate from Baden, El Camino and South San Francisco High Schools, and Adult Education.* These students are scheduled to receive their high school diplomas in May 2020 provided the students meet all graduation requirements. The graduation ceremonies are being postponed to a later date this year due to the COVID-19 regulations.

- * Note: Only Board members receive the student names. They are not included in the public agenda.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the May 2020 list of proposed graduates from Baden, El Camino and South San Francisco High Schools, and Adult Education.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 14, 2020

RE: 2020-21 California Interscholastic Federation representatives

BACKGROUND:

The South San Francisco Unified School District Board of Trustees is legally required to designate league representatives to the California Interscholastic Federation annually. The attached form is completed every year in order to obtain the names of league representatives to every league in the State and to make sure that the league representatives are designated by school governing boards.

The education code, 33353 (a) (i), gives the authority for high school athletics to high school governing boards. This code also requires that the boards, after joining CIF, designate their representatives to CIF leagues.

The presumption behind this code section is that these representatives are the only people who will be voting on issues, at the league and section level, that impact athletics in the District.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approves the CIF league representatives to leagues for the 2020-21 school year.

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2020.

SOUTH SAN FRANCISCO UNIFIED School District/Governing Board at its MAY 14, 2020 meeting,
 (Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL EL CAMINO HIGH SCHOOL
 NAME OF REPRESENTATIVE NINA MENDEZ POSITION ASST. PRINCIPAL
 ADDRESS 1320 MISSION ROAD CITY SSF ZIP 94080
 PHONE 650.877.8806 FAX 650.589.2343 E-MAIL nmendez2@ssfusd.org

NAME OF SCHOOL EL CAMINO HIGH SCHOOL
 NAME OF REPRESENTATIVE JEFF COSICO POSITION TEACHER
 ADDRESS 1320 MISSION ROAD CITY SSF ZIP 94080
 PHONE 650.877.8806 FAX 650.589.2343 E-MAIL jcospico@ssfusd.org

NAME OF SCHOOL SSF HIGH SCHOOL
 NAME OF REPRESENTATIVE AL MACK POSITION ASST. PRINCIPAL
 ADDRESS 400 B STREET CITY SSF ZIP 94080
 PHONE 650.877.8754 FAX 650.871.7943 E-MAIL amack@ssfusd.org

NAME OF SCHOOL SSF HIGH SCHOOL
 NAME OF REPRESENTATIVE NOELLE NELSON POSITION TEACHER
 ADDRESS 400 B STREET CITY SSF ZIP 94080
 PHONE 650.877.8754 FAX 650.871.7943 E-MAIL nnelson@ssfusd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name DR. SHAWN TERRA Signature MOORE
 Address 398 B STREET City SSF Zip 94080
 Phone 650.877.8705 Fax 650.588.8113

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

CERTIFICATED CONTRACT 2020-2021

Arines, Heidi, Education Preparation: San Francisco State University with a MA degree. Ms. Arines 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.

Beltran, Isaul, Education Preparation: University of California, Merced, with a BA degree. Mr. Beltran holds a Multiple Subject Credential. He will be placed at Sunshine Gardens Elementary School as a 3rd grade teacher on a Temporary contract effective August 10, 2020. Salary placement C-1.

Bubel, Morgan, Education Preparation: University of California, Santa Cruz, with a BA degree. Ms. Bubel holds an Education Specialist Instruction Credential. She will be placed at Buri Buri and Sunshine Gardens Elementary Schools as a Special Education Teacher on a Probationary Contract effective August 10, 2020. Salary placement C-1.

Calpo, Alyssa, Education Preparation: Azusa Pacific University with a MA degree. Ms. Calpo 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-3.

Clemens, Matthew, Education Preparation: Depauw University with a BA degree. Mr. Clemens holds a Single Subject Credential. He will be placed at El Camino High School as an English teacher on a Probationary contract effective August 10, 2020. Salary placement D-6.

Contreras, Marsha: Education Preparation: Ashford University with a BA degree. Ms. Contreras holds an Education Specialist Instruction Credential. She will be placed at Spruce Elementary School as a Special Education teacher on a Probationary contract effective August 10, 2020. Salary placement C-1.

Cowan, Branson, Education Preparation: Notre Dame De Namur University with a MA degree. Mr. Cowan holds an Education Specialist Instruction Credential. He will be placed at Parkway Heights Middle School as a Special Education teacher on a Probationary contract effective August 10, 2020. Salary placement DM-6.

Estrada, Rachel, Education Preparation: San Francisco State University with a BA degree. Ms. Estrada holds a Multiple Subject Credential. She will be placed at Spruce Elementary School as a 1st grade teacher on a Temporary contract effective August 20, 2020. Salary placement C-1.

Dumpit, Gary, Education Preparation: San Francisco State University with a BA degree. Mr. Dumpit holds a Multiple Subject. He will be placed at Skyline Elementary School as a 4th grade teacher on a Temporary contract effective August 20, 2020. Salary placement D-3.

Freeman, Taylor, Education Preparation: San Francisco State Univeristy with a MS degree. Ms. Freeman 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-3.

Keating, Katherine, Education Preparation: Sonoma State University with a MA degree. Ms. Keating holds Pupil Personnel Credential. She will be placed at Alta Loma Middle School as a Counselor on a Probationary contract effective August 10, 2020. Salary placement FM-8.

Losada, Cristina, Education Preparation: California State University, Sacramento, with a BA degree. Ms. Losada holds a Multiple Subject Credential. She will be placed at Spruce Elementary as a Kindergarten teacher on a Temporary contract effective August 10, 2020. Salary placement D-3.

Maes, Elijah, Education Preparation: University of the Pacific with a BA degree. Mr. Brown holds a Single Subject Credential. He will be placed at South San Francisco High School as a Music teacher on a Probationary Contract effective August 10, 2020. Salary placement C-1.

Mao, Ingrid: Education Preparation: University of San Francisco with a MA degree. Ms. Mao holds a Pupil Personnel Services Credential. She will be placed district-wide as a Counselor on a Probationary contract effective August 10, 2020. Salary placement DM-1

Murphy, Claire, Education Preparation: Education Preparation: Stanford University with a MA degree. Ms. Murphy holds a Multiple Subject Credential. She will be placed at Sunshine Gardens Elementary School as a 1st grade teacher on a Temporary contract effective August 20, 2020. Salary placement DM-1.

O'Rourke, Kory, Education Preparation: San Francisco State University with a MA degree. Ms. O'Rourke holds a Single Subject Credential. She will be placed at South San Francisco High School as an English teacher on a Probationary contract effective August 10, 2020. Salary placement EM-12.

Sabile, Janelle, Education Preparation: University of San Francisco with a MA degree. Ms. Sabile holds an Education Specialist Instruction Credential. She will be placed at Los Cerritos Elementary Degree as a Special Education teacher on a Probationary contract effective August 10, 2020. Salary placement DM-7.

Thomas, Danielle, Education Preparation: San Jose State University with a BA degree. Ms. Thomas holds a Single Subject Credential. She will be placed at El Camino High School as a Biology teacher on a Probationary contract effective August 10, 2020. Salary placement D-1.

TEMPORARY EMPLOYEE REHIRE 2020-2021

Dawn, Amber, a teacher at El Camino High School, effective August 10, 2020.

Dowd, Brenda, a teacher at Ponderosa Elementary School, effective August 10, 2020.

Hovland, Kathy, a teacher at Ponderosa Elementary School, effective August 10, 2020.

Lowry, Sara, a teacher at Martin Elementary School, effective August 10, 2020.

Metcalfe, Wendy, a teacher at Adult Education, effective August 10, 2020.

REQUEST FOR UNPAID LEAVE OF ABSENCE

Cox, Stella, a teacher at Alta Loma Middle School, effective April 30 through May 29, 2020, medical.

O'Brien, Kimberly, a teacher at Spruce Elementary School, effective August 10, 2020, through May 28, 2021, child care.

RESIGNATION

Hambrick, Linda, a teacher at South San Francisco High School, effective May 29, 2020.

Hess, Laura, a teacher at Spruce Elementary School, effective May 29, 2020.

Nadalet, Kathleen, a teacher at Spruce Elementary School, effective May 29, 2020.

O'Neil, Sharon, a program specialist, district office, effective June 30, 2020.

Osborn, David, a teacher at El Camino High School, effective May 29, 2020.

Pacia-McCann, Daphne, a teacher at South San Francisco High School, effective May 29, 2020.

RETIREMENT

Ng, Sharon, a teacher at Martin Elementary School, effective May 29, 2020.

TRANSFER 2020-2021

Pesutich, Troy, from Spruce Elementary School to Ponderosa Elementary School, effective August 10, 2020.

Wells, Neesha, from Spruce Elementary School to Ponderosa Elementary School, effective August 10, 2020.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

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

RETIREMENT

Sharp, Pamela, Office Assistant, Buri Buri Elementary School, 6.0 hours per day, Range 30A, Step 5, effective May 28, 2020.

RESIGNATION

Elisaia, Taulaga, Paraprofessional I – Special Education, South San Francisco High School, 6.0 hours per day, Range 26, Step 1, effective May 28, 2020.

Contreras, Marsha, Paraprofessional II – Special Education, Ponderosa Elementary School, 6.0 hours per day, Range 29, Step 5, 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.

Beltran, Isaul, School Administrative Assistant I, Sunshine Gardens Elementary School, 7.5 hours per day, Range 38, Step 2, effective June 12, 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: May 14, 2020
RE: Acceptance of Gifts

BACKGROUND:

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

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

\$250.00 from Pacific-Starr King Lodge #136 to Ponderosa Elementary School for the purpose of school use, under the Principal's discretion.

\$300.00 from Your Cause LLC, Trustee for Wells Fargo Foundation to Ponderosa Elementary School for the purpose of school use, under the Principal's discretion.

\$100.00 from Yvette & James Gardner to El Camino High School in support of academic excellence and for the purpose of school use, under the Principal's discretion.

\$5000.00 from Ponderosa PTA to Ponderosa Elementary School in support of student and school needs.

\$155.50 from Sean and Adriana Najmabadi to Ponderosa Elementary School in support of student and school needs.

\$151.60 from Box Top to Ponderosa Elementary School in support of student and school needs.

\$500.00 from Johnson & Johnson to Ponderosa Elementary School in support 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: May 14, 2020
RE: Professional Services Agreements Under \$25,000

BACKGROUND:

The following Professional Service Agreement is being submitted for approval:

District Office

\$18,000 Edlio - School website services annual subscription. Includes one-time setup, annual fees.

\$7,740 Total Compensation Systems, Inc. – State required GASB 74/75 Actuarial Study Report related to retiree health benefits.

El Camino High School – Culinary

\$14,500 HA Architects – Provide design changes per DSA requirement to add fire protection sprinklers in the new Culinary Arts Classroom. Work includes designing a dedicated water source from the water line servicing the existing fire hydrant near Lawndale Blvd to the corner of Classroom Building B, and designing fire sprinkler coverage for the classroom interior. HA Architects needs to retain consultant disciplines for this work.

\$850 HA Architects - Cost required by HA Architects to retain a consultant to perform a required fire flow test which needs to be prepared by a C-16 fire protection contractor. This is a requirement of DSA.

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
DATE: May 14, 2020
RE: COVID-19 and Distance Learning Updates

BACKGROUND

The Superintendent and Cabinet members will share updates related to COVID-19 and steps taken to support distance learning in SSFUSD.

FISCAL IMPLICATIONS:

None

RECOMMENDATION

For Information and Discussion only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: May 14, 2020

RE: Board Meeting Minutes Format

BACKGROUND:

At the April 23, 2020 Board meeting, an item of concern was raised about the way in which our minutes are reflected and presented before the Board and a concern that there have been some omissions or inaccuracies. There is also a belief that was shared that the format of our Board meeting minutes should be more thorough and precise and a desire for the Board to discuss changing the way current minutes are written.

Staff have 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.

In order to ensure that the minutes are focused on Board action, the minutes 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.

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.”

Staff also reached out to check with legal to ensure the interpretation was accurate. County Council stated that my reading was correct and that the secretary of the Board is not required to create a transcript of Board meetings. The minutes shall not include a verbatim record of the discussion. Additionally, since Board Governance workshops were mentioned as needing meeting minutes, I was informed that for what occurs at a governance workshop (which are less formal than Board meetings), meeting minutes are not required. The summary of what occurred at the workshops is sufficient.

Prior to each posting of the agenda, Cabinet reviews the Board minutes to ensure it reflects the a brief summary of the overall discussion of the items. In the event of any misinformation, the Board does have a chance to communicate the needed change during time when the Board is presented with the Consent Agenda.

For informational purposes only, the following guidelines apply to “Action” or “Brief Summary” minutes, should the Board choose to use this format:

- Verbatim style minutes should not be used.
- They merely record final decisions made.
- Summary minutes should be brief.
- Should be impersonal and should not attribute views to individual persons. The passive voice, if used, consist of comments such as, “It was suggested that...”, “It was questioned whether...”, or “During discussion, it was clarified...”.
- Emphasis is given on the body’s thought process, not individual members’ thought process.
- Members seeking to memorialize their comments should incorporate verbiage such as “for the record” or “for the minutes” into the language of the motion.
- It is not appropriate to include details of individual comments.
- Minutes should identify that presentations or event reports were made and at a maximum, report only the subject matter of the presentation or event.
- For community workshops and town hall meetings, the minutes should be brief and at a maximum, record the overall topic(s).

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

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

DATE: May 14, 2020

RE: Sunshine Proposal with Adult School Teachers (AFT)

BACKGROUND:

Prior to commencing negotiations, California law (Government Code section 3547) requires that a school district and the exclusive employee representative present their respective initial proposals at a public meeting. The South San Francisco Adult School teachers (AFT) have submitted their contract reopener proposal to the Board of Trustees to begin contract negotiations for the 2020 – 2021 school year and we will present its initial proposal for information and discussion. Following its presentation, a public hearing will be conducted to provide an opportunity for members of the public to comment on the proposal. The District will also present its Initial Proposal to the South San Francisco Adult School Teachers and members of the public will be provided with the opportunity to comment on the District's initial proposal during a public hearing.

These initial proposals are put forth at a time when there have been significant changes in how schools are funded under the Local Control Funding Formula and the Local Control Accountability Plan. During these negotiations, the District's proposals and its responses to AFT's proposals shall be guided by the District's commitments to student learning and achievement; fiscal responsibility; and the long-term stability of the District.

FISCAL IMPLICATIONS:

TBD

RECOMMENDATION:

It is recommended that the Board of Trustees approve the District's initial proposal to the South San Francisco Adult School Teachers Association.

April 17, 2020

RE: Sunshine Proposal for Contract Reopeners

Jay Spaulding, Associate Superintendent of Human Resources
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

Dear Dr. Spaulding

Per Article 20 of the Collective Bargaining Agreement between the South San Francisco Federation of Adult Educators (AFT Local 6179) and the South San Francisco Unified School District, the following constitutes the initial proposal of AFT Local 6179:

Article 12: Salary

For the academic year 2020-2021, an hourly rate shall be increased by 2% starting August 15, 2020.

Please feel free to contact me at 818-397-2978 or spak@cft.org, if you have any questions.

Sincerely,

Sue Pak, JD
Field Representative
California Federation of Teachers

Cc: Helen Kashevaroff, President, AFT 6179
Stephen Redmond, Director, SSF Adult Education

May 14, 2020

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Public Hearing

South San Francisco Unified School District's
Initial Conceptual Proposal to
South San Francisco Federation of Adult Educators (AFT)

May 14, 2020

This is the South San Francisco Unified School District's (District) initial proposal to the South San Francisco Federation of Adult Educators for negotiations for the 2020-2021 school year. California law (Government Code section 3547) requires the public school employer and the exclusive representative to present their respective initial proposals at a public meeting prior to commencing negotiations. Please note that the District reserves the right to modify, amend, delete or add to its proposal throughout the course of these negotiations.

During these negotiations, the District's proposals and its responses to the Federation's proposals will be guided by the District's commitments to student learning and achievement; fiscal responsibility and the long-term stability of the District. With a vested interest in a cooperative and positive relationship with the Federation, the District proposes negotiating the following articles:

Article 12 – Compensation

The District proposes the negotiate adjustments to total compensation based on the District's goals and the District's ability to pay now and in the future.

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Resolution #20-41**

**ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH
MAY 1 - 31, 2020**

*WHEREAS, the month of May was designated as **Asian-Pacific American Heritage Month** by the United States Congress in 1990 and it was officially designated as Asian American and Pacific Islander Heritage Month in 1992; and*

*WHEREAS, this year marks the 28th anniversary with a theme of: “**Unite Our Nation by Empowering Equality**”; and*

WHEREAS, May was chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869 where the majority of the workers who laid the tracks were Chinese immigrants; and

WHEREAS, Asian American and Pacific Islanders have overcome many challenges and have, for generations, significantly contributed to all aspects of society in American History; and

WHEREAS, Asian American and Pacific Islanders represent a rich cultural diversity and include leaders in education, government, science, and the arts;

WHEREAS, Asian American and Pacific Islanders are one of the fastest growing communities in this country and represent 21 million U.S. and 6.5 million California residents, 38.3% of the SSF population and 44% of the District’s students; 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 Asian Americans and Pacific Islanders, with particular emphasis on portraying these groups in contemporary society;

*NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor Asian-Pacific Americans during **ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH**.*

REGULARLY PASSED AND ADOPTED this 14th day of May, 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

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

DATE: May 14, 2020

RE: Approval of Memorandum of Understanding between the South San Francisco Unified School District and the South San Francisco Federation of Adult Educators, Chapter 6179, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

BACKGROUND:

Representatives of the South San Francisco Unified School District and the South San Francisco Federation of Adult Educators, Chapter 6179, met to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Tentative Agreements, between the South San Francisco Unified School District and the South San Francisco Federation of Adult Educators, Chapter 6179, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
SOUTH SAN FRANCISCO FEDERATION OF ADULT EDUCATORS, CHAPTER 6179

This memorandum is agreed between South San Francisco Unified School District ("District") and the South San Francisco Federation of Adult Educators and its Chapter #6179 (together "AFT") to address conditions related to the declared State of Emergency in the State of California as a result of the COVID-19 virus outbreak, and is effective upon execution by both Parties ("Effective Date").

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 virus a world-wide Pandemic;

WHEREAS, the Governor of California issued Executive Order N-25-20 on March 12, 2020 and Executive Order N-26-20 on March 13, 2020;

WHEREAS, the District and AFT recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff, as well as the importance of prudent measures to prevent District employees, students, their families, and other people using District facilities from being exposed to or infected with coronavirus.

WHEREAS, the District and AFT agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic;

WHEREAS, the Governing Board has authorized leaves of absence pursuant to Education Code sections 44964 (Certificated) and 45199 (Classified) ("Quarantine Leave");

WHEREAS, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law under Government Code section 3100;

NOW, THEREFORE, the District and AFT hereby agree as follows:

1. If District schools and/or offices are closed due to the risk of a spread of the COVID-19 virus, the Governing Board and/or Superintendent or her designee may, at their discretion, direct unit members (individually or collectively) to report to work; to work remotely; assign them emergency duties; or, absent specific work, place them on Quarantine Leave until work becomes available .

2. Unit members shall, in the absence of a unit member's exercise of accrued and available leave entitlements (paid or unpaid) that would otherwise authorize their absence from duty, remain in paid status during regularly scheduled work days at their regularly scheduled full time equivalent status and at a minimum, unit members shall review and respond to work emails, telephone calls and/or text messages and comply with any directives contained therein.

3. As used herein, emergency duties refer to tasks which are outside the unit members' normal job responsibilities, including but not limited to: phone banking; student meal preparations and distribution (to the extent permitted by health and safety laws); letter mailing; and other duties.

4. The District will comply with all rules, regulations, orders, and guidelines established and/or issued by the Centers for Disease Control ("CDC") and the San Mateo County Public Health Officer ("SMCPH") related to public health measures, hygiene, and sanitation to help prevent the spread of the virus.

IT IS SO AGREED.

For AFT:

For District:

Helen Kashevaroff
[Signature]

[Signature] 3/16/2020
[Signature] 3/16/2020

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: May 14, 2020

RE: Approval of Memorandum of Understanding between the South San Francisco Unified School District and the South San Francisco California School Employees Association, Chapter 197, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

BACKGROUND:

Representatives of the South San Francisco Unified School District and the South San Francisco California School Employees Association, Chapter 197, met to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Tentative Agreements, between the South San Francisco Unified School District and the South San Francisco California School Employees Association, Chapter 197, to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

COVID-19 Response

March 26, 2020

On March 16, 2020, the South San Francisco Unified School District ("District") and the California School Employees Association and its Chapter 197 (together "CSEA") signed a memorandum of understanding concerning the District's response to the coronavirus (COVID-19) pandemic.

In accordance with that agreement, the District and CSEA further agree as follows:

1. To the extent authorized by law and consistent with any directions received from the San Mateo County Public Health Department, the District will inform the CSEA local chapter president as soon as practicable should it learn of a confirmed or likely COVID-19 infection of a District employee or student and the campus or worksite(s) of the impacted employee or student.
2. The District will comply with all rules, regulations, orders, and guidelines established and/or issued by the Centers for Disease Control ("CDC"), the California Department of Public Health, and the San Mateo County Public Health Officer ("SMCPHO") related to public health measures, social distancing, group gatherings, hygiene, and sanitation to help prevent the spread of COVID-19. The District shall also provide appropriate training and/or information to unit members regarding applicable public health measures, hygiene, and sanitation to prevent the spread of COVID-19.
3. In the event a bargaining unit member is confirmed to have been exposed to COVID-19 or taken ill with COVID-19, or wishes to self-quarantine for reasonable cause, the unit member shall have the right to access any and all applicable leaves to which they may be entitled, including those provided by the Families First Coronavirus Response Act, HR 6201, without fear of reprisal. Unit members who have exhausted accrued sick leave may use extended sick leave.
4. Effective March 16, 2020 through and including June 30, 2020, CSEA bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of full or partial school closure or curtailment of in-classroom instruction. In the event the closure or curtailment seems likely to last more than one month, the District and CSEA agree to meet and bargain about the issue.
5. During the period of full or partial school closure or curtailment of in-classroom instruction, consistent with all applicable Federal, State, or County Orders, all unit members will be considered on call during their regularly assigned work hours and may be called in to perform duties consistent with their job description and responsibilities or as assigned pursuant to Government Code Sections 3100 et seq. with the understanding that CSEA is not waiving any rights under the EERA to

bargain the effects of such changes in work assignments, and consistent with the most up-to-date guidance from the California Department of Public Health. Unit members performing out of class work shall be compensated in compliance with all applicable provisions of Article 3.6 of the CSEA Contract and the Rules and Regulations of the Personnel Commission.

6. Unit members belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus, including anyone 65 years of age or older and unit members with medical proof of susceptibility to the virus should it be detected among students or staff at a facility, shall be allowed to self-quarantine at no loss to individual leaves or pay. During any such period of self-quarantine and to the extent appropriate and practicable, unit members shall remain responsible for performing work and/or participating in meetings and/or trainings remotely during their regular duty hours. If a unit member is unable or unwilling to be available to work and/or participate in meetings and trainings remotely, the unit member may access any and all applicable leave to which they may otherwise be entitled to excuse their absence from duty.
7. During any period of school closure or curtailment of in-classroom instruction, unit members may be placed in an on-call status during their regular work hours and/or may be assigned to perform duties remotely, including but not limited to those unit members identified in paragraph 6 above. In the event a unit member is requested to perform work remotely, the District shall provide them with any and all necessary technology and/or equipment to perform such assigned duties (e.g. computer/device, internet access).
8. CSEA will notify its members of the District's commitments set forth in this MOU but shall not encourage its members to take leave unless there is actually a medical reason to do so.
9. In the event the District seeks to add additional school days to the 2019-2020 school year or the 2020-2021 school year, the District will seek to staff such additional days first by offering the work to unit members by order of seniority. Such work shall be compensated at a rate at least the same as during the regular school year. Before requiring any unit member to provide additional service on an involuntary basis, the District will negotiate further with CSEA.
10. Unit members may use available leave to find, enroll, or reenroll their child in a licensed childcare provider or to address a child care provider or school emergency, in accordance with Labor Code section 230.8.
11. Nothing in this MOU shall be construed as a waiver of any other rights or duties of the parties.
12. This agreement and the March 16, 2020 MOU to which this Addendum applies, are entered into by the parties in good faith and based on the unprecedented and unique facts and circumstances presented as a result of the COVID-19 pandemic and shall

expire without precedent on June 30, 2020 unless extended by mutual agreement of the parties.

It is so agreed.

For CSEA:



Jolene Malfatti



David Wood, LRR

For District:



Jay Spaulding

3/26/2020

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: May 14, 2020

RE: Approval of Memorandum of Understanding between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

BACKGROUND:

Representatives of the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association met to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Tentative Agreements, between the South San Francisco Unified School District and the South San Francisco Classroom Teachers Association to address conditions related to the declared State of Emergency as a result of the COVID-19 pandemic.

MEMORANDUM OF UNDERSTANDING

Between the South San Francisco Classroom Teacher Association
and the South San Francisco Unified School District

Coronavirus Response

March 16, 2020

This memorandum is agreed between South San Francisco Unified School District (“District”) and the South San Francisco Classroom Teacher Association (“CTA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

The District and CTA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CTA agree as follows:

- 1) The District will inform CTA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students.
- 2) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CTA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 3) In the event a CTA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage an employee not to infect others by coming to work.
- 4) Employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible.
- 5) Unit members who have exhausted accumulated sick leave and require additional leave for Covid-19 illness and quarantine, may access extended sick leave and catastrophic leave as provided in our Collective Bargaining Agreement.
- 6) Unit members who are placed on quarantine by a physician or county medical agency, due to suspected illness or exposure to Covid-19, such leave shall be paid by the District and shall not be deducted from the employee’s accumulated sick leave time.

- 7) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CTA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment but may be asked to work at a different school site or from home during their contracted hours to provide services to the District.
- 8) CTA employees shall have access to their classrooms, and are required to report to their site unless they are telecommuting and working from home and/or unless the law requires that “Disaster Services Workers” report and be assigned disaster-related duties in accordance with Government Code 3100.
- 9) Disaster Services Workers may be required to report to work if directed to serve a population which is dependent on our services; we cannot abandon this critical responsibility. This paragraph will only apply if the Governor of California or President of the United States deems this to happen.
- 10) Beginning Tuesday, March 17, unit members will have the option to telecommute and work from home. Those unit members opting to work from home shall observe the expectations of telecommuting and working from home.

Expectations and requirements:

- Be available during contracted work hours
- Have a computer
- Have internet access
- Have a work space that is safe and free of distractions
- Check email hourly
- Provide instruction and/or learning materials for all students including those that do not have internet access or a device

CTA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of the closure of any District facilities due to epidemic.

- 11) The District may seek to add additional school days to this school year. The District will seek to staff such additional days first by using volunteers. Such work shall be compensated at least the same as during the regular school year. Before requiring any employee provide additional service on an involuntary basis, the District will negotiate further with CTA.
- 12) The District shall submit a “J-13A Request for Allowance of Attendance Due to Emergency Conditions” waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance (“ADA”). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

13) The District consider requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8.

14) The Parties understand that the Covid-19 pandemic situation is changing and mutually agree to review the provisions of the MOU, as necessary through May 29, 2020.

Signed by:

For CTA:

David Y 3/16/2020

[Signature] 3/16/2020

For District:

[Signature] 3/16/2020

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

COVID-19 Response

March 30, 2020

On March 16, 2020, the South San Francisco Unified School District ("District") and the South San Francisco Classroom Teacher Association ("CTA") signed a memorandum of understanding concerning the District's response to the coronavirus (COVID-19) pandemic.

In accordance with that agreement, the District and CTA further agree as follows:

Following Article 8 - Teaching Hours were applicable. While shelter in place is in effect, we agree that:

1. Certificated Staff will designate 2 hours daily as office hours to communicate with parents and students. Office hours will be communicated to parents, students, and site administrator.
2. Site leadership may hold one weekly virtual staff meeting within the contracted day. Certificated staff is not required to be visible during these meetings.
3. Certificated staff is expected to participate in one additional meeting per week (weekly grade level, department, and other committees) within the contracted day.
4. Certificated staff is expected to participate in professional learning opportunities as offered by the District Office Administration to enhance their learning of new technologies and/or increase their knowledge of the district adopted curriculum.
5. Certificated staff will notify site administration of students that are non-responsive and/or non-participatory in distance learning activities/lessons every week.
6. Certificated staff will continue to plan and disseminate lessons one week ahead of when lessons are to be done by students until shelter in place is lifted.

During the time of Distance learning, through shelter-in-place, SSFUSD will not introduce new concepts, skills or standards. Teachers will focus on enhancing students' abilities and refining their understanding of key concepts/skills that will assist them in being prepared for the next grade or course.

Grades - whatever grade a student earned when shelter in place began will be considered their final grade. A student will only be able to improve their grade via distance learning. A student's lack of participation in distance learning for whatever reason cannot lower their final grade.

All sites will only be open on Tuesdays and Thursdays from 9:00 AM to 2:00 PM, until the shelter in place is lifted for staff to access their room. Below is a list of activities that staff may choose to do, that includes but not limited to the following:

- Certificated staff is able to work in their classroom, make phone calls, etc.
- Lessons may be left for parent to pick-up at school sites

- Student work may be dropped off at the school site for teachers to grade

The District shall maintain sanitizing products (antibacterial wipes and sprays, paper towels) at every copy station and common areas at all sites.

The term of this agreement shall terminate on the date that the State of Emergency set forth by the Governor and the San Mateo Health Office ends. The Parties will meet and negotiate upon request to either Party if a need arises.

Signed by:

For CTA:

David Yarnall 3/30/2020

For District:

[Signature] 3/30/2020

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

COVID-19 Response

May 7, 2020

On March 16, 2020, the South San Francisco Unified School District ("District") and the South San Francisco Classroom Teacher Association ("SSFCTA") signed a memorandum of understanding concerning the District's response to the coronavirus (COVID-19) pandemic. On March 30, 2020, the South San Francisco Unified School District ("District") and the South San Francisco Classroom Teachers Association ("SSFCTA") signed an addendum to our memorandum of understanding concerning the District's response to the coronavirus (COVID-19) pandemic.

In accordance with the BP 5121 Grades/Evaluation of Student Achievement, the South San Francisco Unified School District will not assign traditional grades but rather comments will be given by teachers to elementary students and Credit/Incomplete will be the marks used for secondary students due to the shelter in place orders causing school closures from March 16, 2020 until May 29, 2020.

In accordance with those agreements, the District and SSFCTA further agree as follows:

Grading of students for the 3rd trimester and 2nd semester of the 2019-2020 school year.

Per the signed MOU Between the South San Francisco Unified School District ("District") and the South San Francisco Classroom Teachers Association (SSFCTA) on March 30, 2020, the implementation of grades was agreed upon. Whatever grade a student earned when shelter in place began will be considered their final grade. A student will only be able to improve their grade via distance learning. A student's lack of participation in distance learning for whatever reason cannot lower their final grade.

In accordance with the BP 5121 Grades/Evaluation of Student Achievement dated May 14, 2020, the parties agree to convert all letter grades (A, B, C, D) to "Credit" and F's will be converted to "Incomplete" If a student earns an "Incomplete," the student will have six (6) weeks after the end of the school year to complete assignments to earn a mark of "Credit" in that class. If a student is unable to complete assignments during these six (6) weeks, the student may appeal to school administration to extend the six (6) weeks into the fall semester of the 2020-21 school year.

Teachers will be compensated at the per diem rate for grading work completed by students with an "Incomplete" at the end of 2019-2020 work year to not exceed five days. If a teacher leaves the district, the teacher will turn in their grade book and indicate the assignments a student needs to complete to earn "Credit" in the class. Students that complete work within the six (6) weeks will be graded by another teacher in the department who will be compensated.

Elementary, TK - 5

The 2nd trimester ended before shelter in place was implemented on March 16, 2020. There will be no change in comments or grades for that marking period.

The District has made the decision to not assign grades to students in elementary school due to the Shelter-in-Place orders given by the state of California in March 2020 and the beginning of distance learning on March 16, 2020.

Standard comments will be created that elementary teachers may choose from to use on report cards such as:

During Distance Learning the student participated and completed work.

During Distance Learning, the student did not participate. Lack of participation does not necessarily indicate lack of progress, but may be due to the interruption caused by the shelter in place mandate during the Covid-19 pandemic.

Secondary, Grades 6 - 12

The 3rd quarter grading period for secondary students ended before shelter in place was implemented on March 16, 2020. Final 2nd semester grades for secondary students will only count for work completed up to March 16, 2020. The third quarter grade will be the semester grade for the class. The letter grade is to be converted to the District's recently approved grading system of "Credit" or "Incomplete." Any work completed by a student after March 16, 2020, through the end of the 2019-2020 school year, will only count toward moving a student from "Incomplete" to "Credit."


No student will receive a grade of "Incomplete" due to lack of access to technology and/or language support as well as other COVID-19 related mitigating factors such as homelessness, foster youth status, loss of employment to student or household family members, illness, etc., unless a student had not made enough progress in the 3rd quarter to be successful in the next level.

If a student earned an "Incomplete," the student will have six (6) weeks after the end of the school year to complete a set of assignments, as determined by the teacher, to earn a "Credit." If a student is unable to complete assignments during these six (6) weeks, the student may appeal to school administration to extend the six (6) weeks into the fall semester of the 2020-21 school year. If the student does not make up these assignments within this time frame, the Incomplete shall become a "No Credit."

The term of this agreement shall terminate on May 29, 2020. The Parties will meet and negotiate upon request by either Party if a need arises.

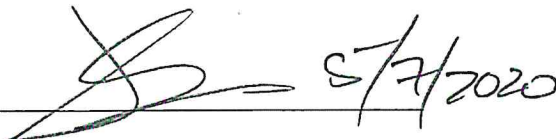
Signed by:

For CTA:

 5/7/2020

May 14, 2020

For District:

 5/7/2020

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Action

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Fran Debost, Director– Nutrition Services

DATE: May 14, 2020

RE: Approval for Purchase and Installation of an Outdoor Walk-in Freezer

BACKGROUND:

When commodity foods provided by the United States Department of Agriculture (USDA) become available, they are immediately sent to the school districts' distributors, which are then delivered to school districts. The production of meals, which is when the food is needed, does not always coincide with the USDA's timeline. Currently, the storage capacity of the freezer located by the District's warehouse is insufficient to store the extra food received from the distributors. Therefore, the District needs to pay the food distributor a significant monthly storage fee to store the frozen foods for us. In addition, a second storage unit would create a more organized space, thus allowing for an increased efficiency of the warehouse staff.

The scope of work includes:

- 15' wide x 24' long x 10' inside diameter high, with insulated floor
- 5'x8' manual sliding door
- Bohn condensing unit M#BZT060L6CF, 6 horsepower, low temp, 208-230 volts, 3 phase, 404A
- Bohn evaporator coil, M#PSCLET240BHK 24000 BTUS, 230 volts, electric defrost, 404A
- 1 4" concrete pad between the asphalt and the insulated freezer floor to keep area from water padding

The freezer will be installed outside, close to the warehouse, where deliveries are made.

FISCAL IMPLICATIONS:

The total cost of the purchase and installation for this walk-in freezer is \$54,445. The California Department of Education has pre-approved the use of Nutrition Services Fund for the purchase and installation.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustee approve the proposal from Central Refrigeration Co. in the amount of \$54,445 for the purchase and installation of the outdoor walk-in freezer.

PROPOSAL FOR: S.S.F. UNIFIED SCHOOL DISCTRICT
ATTN: FRAN DEBOST, SCOTT SEVERI OR RON VOSE
ADDRESS: 398 B STREET, SSF, CA
BY: DAVID CAVA
DATE: MAY 01, 2020 (REVISION OF 01/26/2020) v2

SCOPE OF WORK :

Supply and install one outdoor weathertight walk-in freezer as described below:

One (1)	15' wide x 24' long x 10' inside diameter high, with insulated floor
One (1)	5' x 8' manual sliding door
One (1)	Bohn condensing unit M#BZT060L6CF, 6 horsepower, low temp, 208-230 volts, 3 phase, 404A
One (1)	Bohn evaporator coil M#PSCLET240BHK 24000 BTUS, 230 volts, electric defrost, 404A

NOTES:

- 1) All panels NSF approved
- 2) Refrigeration system sized to maintain product temperature at 0 ° F
- 3) Condensing unit to be placed on side of walk-in freezer towards back
- 4) Refrigeration includes complete installation: equipment, pipe, fittings, insulation, controls, valves and Freon
- 5) Electrical done by others. Drain line will be included in quote
- 6) Walk-in freezer is designed for outdoor use.
- 7) Floor panels will have aluminum tread plate for pallet jack activity
- 8) Entrance ramp to be concrete
- 9) Condensing unit, evaporator coil, piping, plumbing, valves, controls and walk-in are fully warranted for 1 (one) year. Warranty is void if another contractor works on unit without prior consent of Central Refrigeration Company.

INSTALLED PRICES:.

Complete installation	\$45,555.00
Sales Tax	\$2,440.00
Total	\$47,995.00

** We can provide a 4" concrete pad between asphalt and insulated freezer floor to keep area from water puddling add \$6,450.00.

** If forklift activity is needed inside box add \$9,000.00 for insulated concrete floor.

** Excludes permits. Permits can be added upon request.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
William Savidge, Facilities Management Consultant

DATE: May 14, 2020

RE: Approval of contract with Intertek, Inc. for Architectural Testing Services on the Martin Elementary School Modernization project.

BACKGROUND:

The Martin Elementary School Modernization project is nearly completed. One of the major components of the work is the installation of new windows in the classroom wings and the administration offices. These new energy-efficient windows replace previously rusted and leaking windows which were beyond their useful life. As a final step in the new window installation it is appropriate to perform water leak testing. The proposal from Intertek, Inc. is to perform field testing in accordance with American Society of Testing and Materials (ASTM) Standard E1105—“*Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference.*”

Performing the tests now while the Contractor is still on site will facilitate work which may be required based upon test results. The proposal is attached.

FISCAL IMPLICATIONS:

These costs, **\$6,200**, are an appropriate expenditure of the funds set aside for the Martin Elementary School projects. Funded by Fund 40.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve a contract with Intertek, Inc. in the amount of \$6,200, for Architectural Testing services for the Martin Elementary School Modernization project.

2524 E. Jensen Avenue
Fresno, CA 93706
Phone: 559-233-8705
Fax: 717-764-4129

Mr. William Gong
South San Francisco Unified ("Customer")
398 B Street
San Francisco, CA 94080

**Re: Quotation for Martin Elementary School Modernization
South San Francisco, California**

Dear Mr. Gong:

Pursuant to your request, Architectural Testing, Inc., an Intertek company ("Intertek-ATI"), is pleased to provide the following proposal for your consideration.

Services Requested

Testing outlined below will be completed per the requirements of the current version of ASTM E1105.

The following fees shall apply and include a comprehensive eReport in PDF format.

Item Description	Qty	Unit Fee	Total
Each Day Testing, Travel & Expenses Buildings B, C and E 6 units total: 4 units approx. 8' wide x 4' high 2 units approx. 4' wide x 8'	2	\$3,100.00	\$6,200.00
Estimated Total (USD) :			\$6,200.00

THIS PROPOSAL CONSISTS OF FOUR EQUALLY IMPORTANT ITEMS:

- 1.) SCOPE OF SERVICES AS DESCRIBED IN THIS PROPOSAL;
- 2.) PRICE AS INDICATED HEREIN;
- 3.) TESTING AND EVALUATION TERMS AND CONDITIONS ATTACHED; AND
- 4.) INSURANCE PROVISIONS

THESE TERMS AND CONDITIONS ARE THE ONLY TERMS UPON WHICH INTERTEK-ATI AGREES TO PROVIDE SERVICES AND SHALL PREVAIL OVER ANY TERMS PROPOSED OR SUBMITTED BY CUSTOMER AT ANY TIME. ANY PROVISIONS OR TERMS IN CUSTOMER'S PURCHASE ORDER, INSTRUCTIONS, NOMINATION OR OTHER DOCUMENTS ARE OBJECTED TO AND REJECTED, AND SHALL BE OF NO FORCE OR EFFECT.

Referenced Standards

ASTM E1105, Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference

Performance Criteria

The performance criteria including test pressures and definition of water leakage must be specified prior to testing.

Items Provided On-site by Others

- Source of water capable of delivering 5 gal./hr./sq. ft. to the spray rack assembly (within 200 feet of the test area). **A 1-1/2" water supply may be required at some areas.**
- 110/120-volt power supply (located within 100 feet of the test area).
- 110/208-volt / 3-Phase / 5-wire / 60-Amp Power Regulator (located within 75 feet of the test area), if needed, due to size of test specimen.
- Interior finish material must be removed prior to our arrival.
- Access to the interior and exterior of the test area including any lifts and/or scaffolding as may be necessary.
- If swing stage is required for access, an operator must be supplied by Others.
- Street Level Protection to comply with local building codes, permitting, and street security will be coordinated and provided by others.
- Union workers, if deemed necessary.
- **Repair of any damage which may result from testing. Intertek-ATI shall not be responsible for repairs.**
- Intertek-ATI recommends that all interested parties be notified of the testing program in advance of the scheduled dates.

Note: The items to be supplied by others (water, electric, and extended lifts/scaffolding) are critical to perform the scope of work. Verify that these items have been supplied prior to Intertek-ATI's arrival on site. *Intertek-ATI requires an exterior water source. If only an interior water source can be supplied, Intertek will not be responsible for damages caused by water leakage.*

Items Provided by Intertek-ATI

- Calibrated spray assembly capable of delivering water to the test area at a rate of 5 gal./hr./sq. ft.
- All materials, gauges, and instrumentation for conducting the test.
- Erection of test chamber at the specimen.
- Two test technicians for conducting the test.

Terms

The terms for the scope of work as outlined in this proposal shall be **full payment net prior to issuance of results or reports, or as services are completed.** These terms are subject to approval by Intertek-ATI's Accounting Department prior to initiation of the project. Should the requirements for this project significantly deviate from those quoted herein, Intertek-ATI reserves the right to revise this proposal.

Remit Payment to:
Architectural Testing, Inc. lockbox 419241
PO Box 419241
Boston, MA 02241-9241

Information for courier, credit card, ACH and wire payment is available upon request.

Scheduling

Testing can be scheduled within two weeks after receipt of your written authorization to proceed. Should additional days be required due to circumstances beyond our control, they will be invoiced at the applicable daily rate. This quote is relative only to the scope of work outlined herein.

We thank you for the opportunity to provide this proposal and look forward to working with you. Should you have any questions or require additional information, please contact us at your convenience.

For Architectural Testing, Inc.:



Digitally Signed by: Shannon Stein

Shannon Stein
Project Facilitator

Insurance*

Intertek-ATI shall, at Intertek-ATI's sole cost and expense, and without limiting its obligations or liabilities under the Agreement, obtain and maintain, at a minimum, during the term of the Agreement, the following insurance:

1. Commercial General Liability Insurance (including operations, products and completed operations) with limits of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. General Aggregate limit applies per policy.
2. Automobile Liability with a Combined Single Limit of \$1,000,000.
3. Workman's Compensation shall be provided as required by law or regulation (statutory limits) in the state where the work is performed.
4. Employer's Liability Insurance in the amount of:
 - \$1,000,000 each accident
 - \$1,000,000 disease-policy limit
 - \$1,000,000 disease-each employee

Intertek-ATI shall provide Customer with certificates of insurance evidencing the required coverages upon execution of this Agreement and subsequently as reasonably requested by Customer. No changes, additions, or amendments to the insurance coverage will be made, and no certificates of insurance will be issued after Intertek-ATI begins work on this project. Payment will not be delayed or withheld due to any insurance or indemnification issue.

In any case where an OCIP or CCIP program is presented we will; A) ask to be excluded, B) not relinquish any insurance that we carry, and C) not give any credit for insurance costs saved. Additionally, we reserve the right to charge for the time and effort associated with OCIP/CCIP administration.

**Any requests for additional or different insurance policies or coverage must be reviewed by Intertek-ATI prior to Customer's acceptance of this proposal.*

Certificate of Insurance

If a Certificate of Insurance is required other than evidence only, then an insurance addendum can be provided upon request. The requested insurance must be reviewed prior to Intertek-ATI acceptance. The amendment shall be completed prior to commencement of work.

Special Note Regarding COVID-19

Due to the Public Health Emergency of COVID-19, our staff may encounter un-expected delays while working on your project. These may include either internal or external delays due to illness, cancelled travel, quarantines, etc. Neither party shall be liable for damages for any failure of or delay in the performance of this agreement caused by COVID-19. If a delay occurs while working on your project, our team will do our best to notify you as soon as possible. We hope any potential delays will not affect our project budget or schedule; however, we will work with you to determine an appropriate fee change and schedule extension (if necessary). Unit rates established in the contract will be used to negotiate the fee change.

Testing and Evaluation Terms and Conditions:

1.0 INTRODUCTION - These Terms and Conditions are incorporated into the proposal made and submitted to you by Architectural Testing, Inc., an Intertek company ("Intertek-ATI"). The party executing this document ("Customer") indicates acceptance of this proposal as a contract between Customer and Intertek-ATI which governs the performance of the stated services and the rights and obligations of the parties and that Intertek-ATI may proceed with the work.

2.0 PROPOSAL TERM - Unless otherwise stated in the proposal, this offer shall remain valid until accepted, but in no event for a period longer than sixty days from the date of the proposal.

3.0 CUSTOMER INFORMATION - Customer represents that the information supplied by it or its agents to Intertek-ATI is accurate and complete and samples are representative, and Customer has informed Intertek-ATI concerning any dangerous or potentially dangerous characteristics of such samples which could cause injury during the performance of the work or in the transporting of such samples and Customer also acknowledges that Intertek-ATI is relying upon such information and samples or data in the preparation of this proposal without further verification by Intertek-ATI as to its accuracy or completeness. The Customer is responsible for informing Intertek-ATI in advance of any applicable import/export restrictions that may apply to the samples and/or services to be provided, including instances where products, information or technology may be exported to a country that is restricted or banned from such export. The Customer agrees to hold Intertek-ATI harmless and indemnify Intertek-ATI from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorney's fees if information provided by the Customer is inaccurate or incomplete or samples are not representative. Intertek-ATI agrees that information received from the Customer shall remain the property of the Customer and will be returned to the Customer upon demand, except for that which is necessary as a basis for the Intertek-ATI Reports. Customer may designate in writing any information provided by Customer to Intertek-ATI as confidential and proprietary. If Customer has done so, Intertek-ATI will not release to third parties any such information without the prior written consent of the Customer or only in response to a proper court order or process. As to that information, Intertek-ATI may make and retain copies. Customer shall designate in writing to Intertek-ATI if it does not wish to have Intertek-ATI transmit any information, including test data and Reports, via electronic means.

4.0 PROPOSAL, PRICE AND SCHEDULE:

4.1 Intertek-ATI will work diligently to provide the services according to the costs and schedule stated in the referenced proposal. Customer recognizes and agrees that the proposal is a good faith estimate of the costs for the services to be provided and times of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the proposal. Intertek-ATI will not exceed the authorized estimate of costs without written authorization of Customer. Samples will be shipped by Customer to Intertek-ATI prepaid and will be returned collect or disposed of at Customer's expense within thirty (30) days after testing is completed, unless alternative arrangements are made by Customer. Additional fees will be charged for unanticipated assembly or preparation of samples. Additional testing or retesting for any reason is subject to additional charges. Test services will not be initiated until satisfactory credit has been established with Intertek-ATI's accounting department.

4.2 Unless specifically identified in the proposal, Intertek-ATI's proposal does not include items such as drug/substance abuse screening or special project-specific site training. If a project requires anything in addition to the items specified in Intertek-ATI's proposal, Customer must notify Intertek-ATI, and Intertek-ATI will review the requested items for acceptance/amendment to the proposal. Customer agrees that Intertek-ATI shall have the right to collect from the Customer its reasonable expenses incurred in enforcing these terms and conditions.

4.3 Any reference to a customer Purchase Order does not change the Intertek Terms and Conditions. Intertek does not agree to any terms and conditions, exhibits, or addenda attached and/or incorporated into any Purchase Order.

4.4 This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to Intertek-ATI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless Intertek-ATI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

5.0 INVOICING - Invoices will generally be issued as services are completed. Invoices are due and payable to Intertek-ATI at its offices by the due date shown on the invoice in conjunction with the terms listed in the pricing. If necessary, the Customer agrees to pay reasonable collection costs in the event of non-payment.

6.0 INSURANCE - Intertek-ATI declares that it maintains workers' compensation and employer's liability insurance on Intertek-ATI employees in a form and amount as required by applicable laws. This insurance does not cover any employees of Customer or third parties who may be involved with the work to be performed, whether on property of Intertek-ATI, Customer or third parties.

7.0 CANCELLATION / POSTPONEMENT - Intertek-ATI may charge a minimum fee of \$1,000 for cancellations or postponements that occur within three (3) business days of the confirmed service and/or testing date(s). Intertek-ATI may charge for services rendered and material cost incurred prior to cancellations or postponements.

8.0 REPORTS - The Customer agrees to waive any claim against Intertek-ATI and defend, indemnify, and hold Intertek-ATI harmless from any and all causes of action, lawsuit, proceedings or claims, including legal fees and expenses incurred by Intertek-ATI, allegedly arising as a result of unauthorized use of Intertek-ATI's Reports. The term Reports includes all reports, laboratory test data, calculations, estimates, notes and other documents prepared by Intertek-ATI in the course of providing services to the Customer. All technical determinations of compliance arising from product, material or system evaluation shall not be considered final until issuance of a written report, reviewed and signed by an Intertek-ATI qualified Reviewer. All final decisions on product certification are made by the Certification Manager. Intertek-ATI retains any and all rights of ownership of Intertek-ATI's concepts, ideas, inventions, patents or copyrights used by Intertek-ATI in preparing Intertek-ATI's Reports and the provision of services to the Customer. Only the Customer is authorized

Testing and Evaluation Terms and Conditions:

to copy or distribute Intertek-ATI's Reports and then only in their entirety, and the Customer shall not use the Reports in a misleading manner. Customer further agrees and understands that reliance upon the Reports is limited to the representations made therein. Any use of the Intertek-ATI name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek-ATI. If Intertek-ATI becomes directly or indirectly involved in litigation as a result of misuse of its Reports, the Customer agrees to compensate Intertek-ATI for its fees and expenses, including legal costs, in accordance with Intertek-ATI's prevailing fee schedule and expense reimbursement policy.

9.0 LIMITED WARRANTY - Intertek-ATI warrants that if any of its completed services fail to conform to professional standard, Intertek-ATI will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which Intertek-ATI is notified in writing within six months of the completion of services. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. Specific jurisdictions and regulatory authorities may require additional testing and evaluation for acceptance in specific applications. Intertek-ATI makes no representations regarding acceptance by a jurisdiction or a regulatory authority.

10.0 LIMITS OF LIABILITY - Intertek-ATI's liability is limited as follows:

10.1 The Customer agrees to limit Intertek-ATI's liability arising from Intertek-ATI's professional activity, errors, or omissions, such that the total aggregate liability of Intertek-ATI shall not exceed Intertek-ATI's total fee for the services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of Intertek-ATI by a court of competent jurisdiction.

10.2 Intertek-ATI shall be discharged from all liability to the Customer for all claims for loss, damage or expense unless a claim is made within three (3) months of the date at which the damage, defect or alleged non-performance became apparent to the Customer, and the process of law served no later than two (2) years from the provision of services by Intertek-ATI.

10.3 Intertek-ATI shall not be liable to the Customer for any consequential damages incurred by Customer due to the fault of Intertek-ATI, regardless of the nature of this fault, whether it was committed by Intertek-ATI, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

10.4 The Customer agrees to extend any and all limitations, indemnifications, and waivers provided by the Customer to Intertek-ATI to those individuals and organizations Intertek-ATI retains for proper execution of the work. These shall be deemed to include but are not necessarily limited to Intertek-ATI's officers and employees and their heirs and assigns, as well as Intertek-ATI's agents, subcontractors and their officers, employees, heirs and assigns.

10.5 Customer acknowledges that testing, including sample preparation and transportation, may damage or destroy Customer's product. Customer agrees to hold Intertek-ATI harmless from any and all responsibility for such alteration.

10.6 The Customer agrees Intertek-ATI shall not be responsible for any injuries to the Customer's representatives while attending to or observing testing at Intertek-ATI's facility. If testing takes place at the Customer's facility, Customer agrees that Intertek-ATI will not operate and shall not be responsible for any of Customer's equipment and that although Intertek-ATI agrees to abide by Customer's safety procedures, Intertek-ATI shall not be responsible for injury to any of Customer's personnel.

11.0 DISCIPLINE SPECIFIC TERMS

11.1 FIRE TESTING

- a. Customer shall notify Intertek-ATI prior to testing of any known hazardous or toxic compounds in the products supplied for testing.
- b. Intertek-ATI will perform the testing for the duration specified by the standard unless it is determined by Intertek-ATI that unsafe, environmentally-detrimental, or otherwise dangerous conditions have been reached, at which time the test will be terminated.
- c. If the testing of Customer's product causes damage to Intertek-ATI's equipment, property, or employees due to the nondisclosure of hazardous, toxic, or otherwise dangerous compounds, the Customer shall be liable for all costs associated with such damages.
- d. Hazardous materials, such as sealant primer, which are not fully consumed during the course of the project and which are not otherwise able to be utilized or recycled must be removed from the premises at the completion of testing. A hazardous waste disposal fee will be assessed to Customer for such hazardous materials that are found on site immediately prior to mock-up demolition.

11.2 FIELD TESTING

- a. Union Labor: Intertek-ATI is a professional services organization similar to a special inspector. The quoted fee represents Intertek-ATI's estimated costs unencumbered by organized union labor restrictions. Any restrictions encountered on site impacting Intertek-ATI's ability to work will result in additional fees.

12.0 RECORDING - Photographs or video recordings of the Customer's own project may be taken by and used for the Customer's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without Intertek's prior review and consent in writing. Taking photographs of other Customers' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Customer's project is prohibited; and the Customer agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Customer shall defend, hold harmless, and indemnify Intertek for any breach of this clause.

13.0 GOVERNING LAW - This proposal, and any work performed pursuant to this proposal, shall be governed by the laws of the jurisdiction within which the Intertek-ATI facility making the proposal is located. Any action brought hereon shall be venued in said jurisdiction.

14.0 SEVERABILITY - Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

15.0 SUBPOENA - Intertek's employees shall not be retained as expert witnesses except by separate, written agreement. Customer agrees to pay Intertek's legal expenses, administrative costs and fees pursuant to Intertek's then current fee schedule for Intertek to respond to any subpoena.

16.0 MODIFICATIONS - No modification, waiver or amendment of any of these terms and conditions, including any assignment of Customer's rights and responsibilities hereunder, shall be binding upon Intertek-ATI unless agreed to in a writing signed by an agent of Intertek-ATI.

April 22, 2020

Field Test Procedure

Rendered to:

**South San Francisco Unified School District
398 B Street
South San Francisco, 94080**

Project: *Martin Elementary School Modernization*
South San Francisco, California

South San Francisco Unified School District is contracting with Architectural Testing, Inc., an Intertek Company ("Intertek-ATI") to perform on-site water penetration tests. Testing shall be conducted in accordance with ASTM E 1105. This document outlines the test procedures which shall be utilized by Intertek-ATI.

1. **Test Chamber:** The test chambers shall be constructed at the site by Intertek-ATI personnel (or union labor provided by the client). The chambers shall be attached and sealed to the surfaces surrounding the framing members. The chamber will be constructed of wood studs, sealants and plastic/vinyl sheeting.
2. **Water Penetration Test (ASTM E 1105):** A water spray rack will be installed at the exterior, directly in front of the specimen. Water will be applied uniformly onto the specimen at a rate of 5 gal/ft²/hr. Simultaneously, air will be evacuated from the test chamber to produce a test pressure differential of **8.00 psf**. A technician will inspect the interior area of the specimen for water leakage. Testing will continue for **15 minutes**. **Pass/ Fail criteria is no visible water.**

In the event the proper water pressure cannot be achieved for the entire specimen, it may be necessary to split the specimen into smaller test sections.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Memorandum

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
William Savidge, Facilities Management Consultant

DATE: May 14, 2020

RE: Approval of Amendment #1 to contract with Ninyo and Moore, Inc. for Geotechnical and Testing Services on the Martin Elementary School Modernization project.

BACKGROUND:

The Martin Elementary School Modernization project is nearly completed. Ninyo and Moore, Inc. has been providing testing services, including geotechnical testing for the site work elements of the project. The Board approved a contract with Ninyo and Moore, Inc. for services on the final phase of the Martin Elementary Modernization at the meeting of August 19, 2019. The original purchase order for this work was for \$7,682. During the course of the site work, grading, and foundations there were significant underground issues which required additional services for testing and compaction. It is appropriate to increase Ninyo and Moore's contract to cover these additional expenses, including project closeout and certification.

FISCAL IMPLICATIONS:

These costs, **\$5,100**, are an appropriate expenditure of the funds set aside for the Martin Elementary School projects. Funded by Fund 40.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve Amendment #1 to the contract with Ninyo and Moore, Inc. in the amount of \$5,100, for Geotechnical and Testing services for the Martin Elementary School Modernization project.