# SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT BOARD OF EDUCATION

#### **CSBA Professional Governance Standards**

Adopted by the Santa Maria Joint Union High School District April 11, 2001

#### THE BOARD

School districts and county offices of education are governed by boards, not by individual trustees. While understanding their separate roles, the board and superintendent work together as a "governance team." This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

#### To operate effectively, the board must have a unity of purpose and:

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

#### THE INDIVIDUAL TRUSTEE

In California's public education system, a trustee is a person elected or appointed to serve on a school district or county board of education. Individual trustees bring unique skills, values and beliefs to their board. In order to govern effectively, individual trustees must work with each other and the superintendent to ensure that a high quality education is provided to each student.

#### To be effective, an individual trustee:

- Keeps learning and achievement for *all* students as the primary focus.
- Values, supports and advocates for public education.
- Recognizes and respects differences of perspective and style on the board and among staff, students, parents and the community.
- Acts with dignity, and understands the implications of demeanor and behavior.
- Keeps confidential matters confidential.
- Participates in professional development and commits the time and energy necessary to be an informed and effective leader.
- Understands the distinctions between board and staff roles, and refrains from performing management functions that are the responsibility of the superintendent and staff.
- Understands that authority rests with the board as a whole and not with individuals.



Santa Maria Joint Union High School District

- Maximize Student Success
- Develop and Maintain a Districtwide Accountability System
- Enhance Student Support Services: Facilities, Technology, Safe, Clean, Nurturing Environment; Expand Food Services
- Foster Partnerships
- Manage Rapid District Growth

#### **RESPONSIBILITIES OF THE BOARD**

The primary responsibilities of the board are to set a direction for the district, provide a structure by establishing policies, ensure accountability and provide community leadership on behalf of the district and public education. To fulfill these responsibilities, there are a number of specific jobs that effective boards must carry out.

#### **Effective boards:**

- Involve the community, parents, students and staff in developing a common vision for the district focused on learning and achievement and responsive to the needs of all students.
- Adopt, evaluate and update policies consistent with the law and the district's vision and goals.
- Maintain accountability for student learning by adopting the district curriculum and monitoring student progress.
- Hire and support the superintendent so that the vision, goals and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals and performance of the district, and ensure that the superintendent holds district personnel accountable.
- Adopt a fiscally responsible budget based on the district's vision and goals, and regularly
  monitor the fiscal health of the district.
- Ensure that a safe and appropriate educational environment is provided to all students.
- Establish a framework for the district's collective bargaining process and adopt responsible agreements.
- Provide community leadership on educational issues and advocate on behalf of students and public education at the local, state and federal levels.

#### SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT BOARD OF EDUCATION

# Regular Meeting January 12, 2021

English: <a href="https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg">https://www.youtube.com/channel/UCvPYs34Im9h0dAwgfi-gDGg</a> Spanish: <a href="https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFfbfg">https://www.youtube.com/channel/UCvP0f03ekQDsiYfv6OFfbfg</a> Mixteco: <a href="https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA">https://www.youtube.com/channel/UCviEi9hvcQI96poD0PDiSIA</a>

#### 5:30 p.m. Closed Session/6:30 p.m. General Session

The Santa Maria Joint Union High School District mission is, "We prepare all learners to become productive citizens and college/career ready by providing challenging learning experiences and establishing high expectations for achievement."

This meeting is being conducted pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. Consistent with these orders the Board room will not be open to the public for this meeting. Any or all Board members may attend the meeting by phone or videoconference platform. Archives of meetings are available on the District's website at www.smjuhsd.k12.ca.us.

The District is committed to swiftly resolving any requests for reasonable modification or accommodation for individuals with disabilities who wish to observe the meeting, please contact Tammy Rhine at (805) 922-4573, extension 4202 by 5:00 p.m. on January 11, 2021.

If you would like to address the SMJUHSD Board of Education at the January 12, 2020 meeting for either open or closed session items, see the options for participation below.

- 1. In writing: Submit your comment via email and list the agenda item page and number or reference if you wish to leave a public comment, limited to 250 words or less, to the Assistant to the Superintendent, Tammy Rhine, by 5:00 p.m. on January 11, 2021. The email address is <a href="mailto:SMJUHSD-Public-Comment@smjuhsd.org">SMJUHSD-Public-Comment@smjuhsd.org</a>.
- 2. By phone: If you would like to make a comment by phone, please call 805-922-4573, extension 4202 and state your name and phone number. Someone will return your phone call to take your public comment over the phone. Request for addressing the Board by phone must be received by 5:00 p.m. on January 11, 2021. Please note: The time limit to address the Board may not exceed two minutes. The Board is not required to respond to the Public Comment.

#### I. OPEN SESSION

A. Call to Order

#### II. ADJOURN TO CLOSED SESSION

Note: The Board will consider and may act upon any of the following items in closed session. They will report any action taken publicly at the end of the closed session as required by law.

- **A.** Certificated and Classified Personnel Actions Government Code § 54957. The Board will be asked to review and approve hiring, transfers, promotions, evaluations, terminations, and resignations as reported by the Assistant Superintendent, Human Resources. *Appendix A*
- **B.** Conference with Labor Negotiators The Board will be provided a review of negotiations with the Faculty Association (California Teachers Association) and the California School Employees Association (CSEA).
- C. Student Matters Education Code § 35146 and § 48918. The Board will review proposed expulsions/suspended expulsion(s) and/or requests for re-admission. NOTE: The education code requires closed sessions in these cases to prevent disclosure of confidential student record information.
- D. Conference with Legal Counsel regarding Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): one matter.
- E. Potential Threat to Public Services or Facilities Pursuant to Government Code §54957(a) Consultation with District legal counsel

#### III. RECONVENE IN OPEN SESSION

- A. Call to Order/Flag Salute
- IV. ANNOUNCE CLOSED SESSION ACTIONS Antonio Garcia, Superintendent

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- **A. Student Reports** Janeyri Antonio/SMHS; Karlee Cullen/ERHS; Ashley Fuerte/Delta; Carlos Rivas/PVHS
- B. Superintendent's Report
- C. Board Member Reports

#### VI. ITEMS SCHEDULED FOR ACTION

#### A. GENERAL

 Approval of MOU for Classified Bargaining Unit concerning the District's response to the coronavirus (COVID-19) pandemic – Appendix C

Resource Person: Kevin Platt, Asst. Superintendent of Human Resources; Joni McDonald, Director of Human Resources

The District has reached agreement with the California School Employees Association (CSEA) concerning the District's response to the coronavirus (COVID-19) pandemic.

The Memorandum of Understanding (MOU) supersedes the previous COVID-19 MOU and shall remain in effect through June 30, 2021 without precedent and does not constitute past practice or waive either party's obligation to negotiate matters within the scope of bargaining. (See Appendix C)

\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the Agreement with the Classified Bargaining Unit as presented.

Moved	Second			
A Roll Call Vote is Required:				
Dr. Garvin Dr. Karamitsos Ms. Perez Mr. Palera Ms. Lopez				

#### **B. INSTRUCTION**

1. Proclamation Declaring February 1-5, 2021 as National School Counseling and Guidance Week – *Resolution Number 13-2020-2021* 

Resource Person: John Davis, Asst. Superintendent of Curriculum

National School Counseling and Guidance Week will be celebrated February 1-5, 2021, to focus public attention on the unique contributions of professional school counseling and guidance staff members in our schools across the country. The National School Counseling and Guidance Week, sponsored by the American School Counseling Association (ASCA), highlights the tremendous impact school counselors and guidance staff can have in helping students achieve school success and plan for a career.

\*\*\* IT IS RECOMMENDED THAT the Board of Education approve Resolution Number 13-2020-2021 to declare February 1-5, 2021 as National School Counseling and Guidance Week.

Moved	Second
Roll Call Vote:	
Dr. Garvin Dr. Karamitsos Ms. Perez Mr. Palera Ms. Lopez	

#### Santa Maria Joint Union High School District Resolution Number 13-2020-2021

# Proclamation National School Counseling and Guidance Week February 1-5, 2021

**WHEREAS**, counseling and guidance staff members are employed in our schools to help students reach their full potential; and

**WHEREAS**, counseling and guidance staff members are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

**WHEREAS**, counseling and guidance staff members help parents focus on ways to further the educational, personal, and social growth of their children; and

**WHEREAS**, counseling and guidance staff members work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

**WHEREAS**, counseling and guidance staff members seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

**WHEREAS**, comprehensive developmental school counseling and guidance programs are considered an integral part of the educational process that enables all students to achieve success in school;

Therefore, the Board of Education of the Santa Maria Joint Union High School District do hereby proclaim February 1-5, 2021, as National School Counseling and Guidance Week.

Roll Call:	
Ayes:	
Noes:	
Absent:	
Abstain:	
=	
President/Clerk/S	Secretary of the Board of Education
Santa Maria Join	t Union High School District

#### 2. Quarterly Report on Williams Uniform Complaints

Resource Person: John Davis, Asst. Superintendent of Curriculum

Pursuant to Education Code Section 35186, the governing board of a school district must conduct a public hearing to report the quarterly report that was submitted in January 2021 on the Williams Uniform Complaints for the months of Oct- Dec 2020. Each school site has reported that there have been no complaints in the general subject areas of Textbooks and Instructional Materials, Teacher Vacancy or Misassignments, Facilities Conditions or Valenzuela/CAHSEE Intensive Instruction and Services.

IT IS RECOMMENDED THAT the Board of Education approve the Quarterly

A public hearing is required.

- 1. Open Public Hearing
- 2. Take Public Comments
- 3. Close Public Hearing

Report as submitted.

•		
Moved	Second	Vote
Roll Call Vote:		
Dr. Garvin Dr. Karamitsos Ms. Perez Mr. Palera		

#### VII. CONSENT ITEMS

Ms. Lopez

\*\*\* IT IS RECOMMENDED THAT the Board of Education approve the following consent items as presented.

All items listed are considered to be routine and may be enacted by approval of a single roll call vote. There will be no separate discussion of these items; however, any item may be removed from the consent agenda upon request of any member of the board and acted upon separately.

Moved	Second

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Dr. Garvin	
Dr. Karamitsos	
Ms. Perez	
Mr. Palera	
Ms. Lopez	

#### A. Approval of Minutes

Regular Board Meeting – December 15, 2020

B. Approval of Warrants for the Month of December 2020

Payroll \$8,072,628.14 Warrants 1,898,960.56 **Total** \$9,971,588.70

# C. Approval of Board Policies

The policies listed below are presented for approval. The policies were listed for first reading on the December 15, 2020 board agenda.

Board Policy	Description
BP/AR 6174	Education for English Language Learners

## D. Approval of Contracts

COMPANY/ VENDOR	DESCRIPTION OF SERVICES	AMOUNT/ FUNDING	RESOURCE PERSON
One Community Action/Por VIDA	Amendment to Contract to include three additional case managers for the spring of 2021. This will increase the number of students served and improve program oversight and collaboration with all school administrators and counseling and support staff.	\$100,000/ LCAP 2.6	John Davis
United We Lead Foundation	Virtual Tutoring Services and Parent Virtual Academy (up to 100 eligible students and 100 eligible parents).	\$16,500/, LCAP 2.6	John Davis

#### E. Facility Report - Appendix B

#### F. Student Matters - Education Code Sections 35146 & 48918

Administrative Recommendation for student re-admission from expulsion/suspended order and/or expulsion: 354278, 355773, 354717, 353177, 356904

Expelled student(s) who did not meet the terms of their expulsion/suspended order and/ or expulsion agreement: 352006, 352388, 355644, 356874, 352493, 355280, 356671

#### G. Purchase Orders

PO#	Vendor	Amount	Description/Funding
PO21-	Facility Solutions	\$ 142,897.50	UV Carts / Cares Act
00719	Group, Inc.		LLMF
PO21- 00785	Kajeet, Inc.	\$ 172,656.00	Student Hotspots com- plete unlimited plan re- newal / Cares Act ESSERF
PO21- 00721	Central Sanitary Supply	\$ 80,538.08	Paper towel dispensers / Cares Act LLMF

H. Acceptance of Gifts

Santa Maria High School					
<u>Donor</u>	Recipient	<u>Amount</u>			
Billita Corporation	FFA – In Memory of Bill Adam Jr	\$100.00			
Lee R Belau	FFA – In Memory of Bill Adam Jr	\$100.00			
Judy Van Sant	FFA – In Memory of Bill Adam Jr	\$100.00			
Tim Murphy	FFA – In Memory of Bill Adam Jr	\$100.00			
Melissa M Traylor	FFA – In Memory of Bill Adam Jr	\$250.00			
DeBernardi Bros	FFA – In Memory of Bill Adam Jr	\$100.00			
Patricia Shipsey	FFA – In Memory of Bill Adam Jr	\$500.00			
Jamie F Farao & Maria N	FFA – In Memory of Bill Adam Jr	\$650.00			
Diana Knox	SMHS English Department	\$5,000.00			
Ginny Barnett	American Dream	<u>\$100.00</u>			
Total Santa Maria High School \$7,000.00					

#### VIII. REPORTS FROM EMPLOYEE ORGANIZATIONS

#### IX. OPEN SESSION PUBLIC COMMENTS

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- 2. By phone: If you would like to make a comment by phone, please call 805-922-4573, extension 4202 and state your name and phone number. Someone will return your phone call to take your public comment over the phone. Request for addressing the Board by phone must be received by 5:00 p.m. on January 11, 2021. Please note: The time limit to address the Board may not exceed two minutes. The Board is not required to respond to the Public Comment.

#### X. FUTURE ITEMS FOR BOARD DISCUSSION

#### XI. NEXT MEETING DATE

Unless otherwise announced, the next regular meeting of the Board of Education will be held February 9, 2021. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held virtually.

#### XII. FUTURE REGULAR BOARD MEETINGS FOR 2021

March 9, 2021	June 8, 2021	September 14, 2021
April 13, 2021	June 15, 2021	October 12, 2021
May 11, 2021	July 13, 2021	November 9, 2021
	August 3, 2021	December 14, 2021

#### XIII. ADJOURN

#### Santa Maria Joint Union High School District January 12, 2021

	CLASSIFIED PERSONNEL ACTIONS							
Name	Action	Assignment	Site	Effective	Pay Rate	Hours		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Employ	Computer Technician	DO	1/7/21	22/A	8		
	Employ	Instructional Assistant-Spec Ed II	RHS	1/12/21	15/A	6		
	Promote	Instructional Assistant-Spec Ed II	PVHS	1/12/21	15/C	6		
	Employ	Instructional Assistant-Spec Ed I	PVHS	1/12/21	13/A	5.5		
	Employ	Office Assistant	PVHS	1/12/21	12/A	4		
	Out of Class	Food Service Lead	PVHS	1/12/21	23/A	8		
	Resign	Food Service Worker I	PVHS	1/11/21	9/E	4		
	Employ	Food Service Worker I	PVHS	1/12/21	9/E	3		
	Promote	Library Technician	PVHS	1/12/21	18/A	8		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Change in Assignment	Instructional Assistant-Spec Ed I	PVHS	1/12/21	13/C	5.5		
	Employ	Instructional Assistant-Spec Ed I	SMHS	1/12/21	13/A	5.5		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Short-term Assignment	ELPAC Tester	LC	1/13/21 - 5/31/21	16/A	7		
	Retire	Instructional Assistant-Spec Ed I	SMHS	12/29/20	13/E	5.5		
		CERTIFICATED PERSONNEL	ACTIONS					
Name	Action	Assignment	Site	Effective	Salary	FTE		
	Resign	English	SMHS	12/18/20	5/V	0.6		
	Extra Prep Period	Mathematics	SMHS	1/11/21-6/11/21	26/IV	0.2		
	Extra Prep Period	Science	SMHS	11/4/20-TBD	12/V	0.2		
	Transfer	Business	RHS > PVHS	1/11/21	16/IV	1.0		
	Change in Assignment	VPA	PVHS	1/11/21	7/V	1.0		
	Extra Prep Period	Mathematics	SMHS	1/11/21-6/11/21	8/IV	0.2		
	Change in Assignment	Athletic Director	PVHS	1/11/21	13/V, 5 days, 9%	1.0		ļ
	Employ	English	PVHS	1/11/21-6/11/21	1/III	1.0		ļ
	Increase FTE	Social Science	PVHS	1/11/21	1/11	0.8 to 1.0		<del> </del>
	Extra Prep Period	Special Education	SMHS	1/11/21-6/11/21	10/IV	0.2		<del></del>
	Extra Prep Period	Business	PVHS	1/11/21-6/11/21	26/V	0.2 0.2		
	Extra Prep Period	English Special Education	SMHS	1/11/21-6/11/21	10/V			
	Extra Prep Period	Special Education	SMHS	1/11/21-611/21	9/V	0.2		
		COACHING PERSONNEL A	CTIONS					
Name	Action	Assignment	Site	Effective	District	ASB/Booster	Dignity Health	Employee Type
	Stipend	Head Varsity Boys Cross Country	ERHS	2020-2021	\$3,450			CERT.
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	Stipend	Head Varsity Girls Cross Country	ERHS	2020-2021	\$3,450			CERT.

#### Santa Maria Joint Union High School District January 12, 2021

COACHING PERSONNEL ACTIONS								
Name	Action	Assignment	Site	Effective	District	ASB/Booster	Dignity Health	Employee Type
		•	ERHS	2020-2021	\$3,000			CERT.
	Stipend	Assistant Varsity Boys Football	ERHS	2020-2021	\$2,180			WALK-ON
	Stipend	Assistant Varsity Boys Football	ERHS	2020-2021	\$2,178			WALK-ON

#### Appendix B

# SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACILITIES REPORT

#### **December 2020 and Coronavirus Activities**

#### 1. Santa Maria High School Construction Projects

#### SMHS Reconstruction – Rachlin Partners

- Increment 1, Phase 1 50 Classroom and Administration Building: On December 9, 2020, the evaluation team completed its review and negotiations of the Phase 1 Guaranteed Maximum Price (GMP) resulting in the amount of \$59,473,846. A Board Item requesting approval of Amendment #4 to the Facilities Lease including the final GMP amount was approved by the Board of Education at the December 15, 2020 meeting. A Notice of Award was issued to Vernon Edwards Constructors on December 16, 2020. A Notice to Proceed will be issued upon receipt of the completed Contract amendment package including Amendment #4, insurance, bonds, and other certification documents. Construction activities are anticipated to commence in early January 2021.
- Increment 2, Phase (To Be Determined) Administration Building Conversion to Classrooms: Architectural and consultant reviews of Division of State Architect (DSA) comments are ongoing. The timeline for resubmittal will occur once the Increment 2, Phase 1 50 Classroom construction schedule is finalized.

#### SMHS Proposition 39 - HVAC Replacement Bldg. 240 - Ravatt-Albrecht Architects

After an onsite evaluation, it was determined by the architect and structural engineer that
the original roof truss system will require modifications to allow installation of new rooftop
Heating, Ventilation, and Air Conditioning (HVAC) equipment. The design package and a
tentative project schedule are being developed and expected to be complete in January
2021 with bid issuance to occur in February. Installation activities are anticipated to occur
during the summer of 2021.

#### SMHS Eight Portable Classroom Installation – Rachlin Partners

• Final pay application and retention release activities are complete. This project is closed.

## 2. Ernest Righetti High School Construction Projects

#### **ERHS Maintenance and Operations Building – Rachlin Partners**

 The Architect is nearing completion of final plans and specifications including modification to the electrical sheets reflecting the relocation of conduits found within the building footprint. Support Services staff are preparing the bid package with anticipation of issuance in mid-January 2021.

#### **ERHS Phase 2 Improvements – Rachlin Partners**

 Meetings to establish a draft phased project schedule and temporary housing plan for review with site administration are now expected to extend into January 2021. It is estimated that construction will commence in Summer 2021. A final bid schedule and package is pending completion and approval of the phasing and housing plans.

#### **ERHS Turf Replacement – Support Services**

Initial stadium turf replacement planning is ongoing. A proposal from Fieldturf, utilizing an
existing California Multiple Award Schedule (CMAS) purchasing option has been
requested. Reviews will occur upon receipt. Spring or summer installation will be
determined in coordination with the site athletics activities and vendor availability.

#### 3. Pioneer Valley High School Construction Projects

#### **PVHS 12 Modular Fire System Revisions – Support Services**

 The Architect has received DSA plan check comments for the submitted revised PVHS fire sprinkler shop drawings. They were approved by Fire Life Safety. Structural and Access Compliance reviews continue. Acceptance of the closeout project submittal to DSA occurred in October 2020 and is expected be complete in February 2021.

#### PVHS 3 New Modular Classrooms – Rachlin Partners

 Architectural initial project review and engineering proposal activities for the installation of a 3-classroom modular building are continuing. A draft project schedule will be developed once initial reviews are complete.

#### 4. Career Technical Education Center

# C2004 & H2016 Career Technical Education (CTE) Center/Ag Farm – 19six Architects

 Change Order work related to site-wide data, communications, power installations, and punch-list cleanup work continued this period. Training for fire, electrical, and data systems were attended by District M&O as well as IT personnel. Due to extended lead times on some backordered data and electrical equipment, completion of remaining work will continue into January. (Photos)

## 5. District Wide and Support Services Center

#### District Wide Project Closeout - Support Services

- Closeout of six legacy projects continues:
  - ➤ SMHS: the closeout consultant visited the DSA office to review remaining concerns including Construction Change Documents and Structural Engineer of Record (SEOR) information on legacy projects. The original SEOR is out due to being retired and unavailable. A replacement is being sought for both #03-105489 Construction of Classroom Building, Special Education Building, and #03-102635 Alteration to Graphic Arts/Restroom bldg. 320 and 320A; Industrial Arts bldg. 500; Home Economics bldg.

#### REGULAR MEETING January 12, 2021

- 210. Project #03-102993, Construction of 22 Classrooms and Toilet Building, is now under review by DSA to determine documentation requirements for closeout.
- ➤ ERHS: The closeout consultant continues to work with Rachlin Partners, the original Structural Engineer, and DSA regarding various documentation issues including delegation of authority for legacy project #03-105187, Alterations to 3 classroom Buildings (C, D, and E).

#### **SSC New West Parking Area – Flowers & Associates**

• Closeout documentation activities are complete. Payment application and retention release activities continue.

#### **SSC Canopy Demolition – Support Services**

• Demolition work occurred the first week of winter break. Patching and painting the exposed wall panels is scheduled for the first week of January 2021. (Photos)

## 6. Summer Activities Planning

#### **District Wide Summer Projects Planning 2020/21**

Planning meetings for 2020/2021 project list development continue, and will be ongoing
with plant managers, site staff, and administration to establish summer work and funding
availability.

Gary Wuitschick Director – Support Services

#### **Maintenance & Operations**

#### **SMHS**

- Performed weekly grooming and cleaning of stadium sports turf.
- Completed routine preventive maintenance on district irrigation control weather station.
- Installed a windscreen on the Morrison Street fence line to protect against wind-blown trash entering the campus and to improve the street view of the campus during the construction of the 50-Classroom Building.
- Performed gopher control activities to safely and efficiently reduce the gopher population.
- Completed irrigation repairs at Lincoln Street, Stowell Road, the Agriculture Science Greenhouse, practice field, and softball field.
- Accomplished monthly online and in-person employee training.
- Performed routine landscape maintenance in scheduled areas of the campus.
- Completed inspection and testing of campus wide emergency systems: fire alarm, emergency lighting, AEDs, and eyewash stations.
- Performed repairs to door hardware in classrooms 340, 390E, and 480.
- Installed hands-free paper towel dispensers in all staff restrooms as part of the COVID-19 Prevention Plan.
- · Repaired Lighting in the Wilson Gymnasium lobby.
- Repaired HVAC in classrooms 330a, 330b, 332, 350, 524, 612, 905, 910, Multi-purpose room in the cafeteria, and the Maintenance Shop.
- Repaired loose and replaced missing ceiling tiles in the Administration Building.
- Performed hydronic boiler preventive maintenance and inspection at the 360 Science Building and the pool.
- Performed weekly test operation of four ADA chair lifts and the passenger elevator at the football stadium.
- Placed HVAC systems in shutdown for holidays energy cost avoidance.
- Performed COVID-19 related additional cleaning and disinfecting tasks.
- Completed the replacement of failed lamps in the Maintenance Shop.
- Distributed 140 COVID-19 tri-fold protective barriers to teacher desks in all classrooms.
- Sorted and delivered 121 instructional technology kits consisting of a microphone, document camera, 130° camera, tripod, keyboard tray, 24-inch monitor, and associated cables for connection. (Photos)
- Completed monthly fire extinguisher inspection.
- Installed approximately 70 additional sit/stand desktop units for staff throughout the campus.
- Performed regular delivery of Personal Protective Equipment (PPE) to requested areas and predetermined stations, part of the COVID-19 Prevention Plan.
- Provided orientation and guidance to new Maintenance II building services employee.
- Completed the annual Williams Settlement Facility Inspection Tool (FIT) Inspection. This information will be included in the School Accountability Report (SARC).
- Hosted a demonstration of a new large-scale litter collection device. (Photo)
- Provided support of school event and civic center use activities: SMHS Counseling Thanksgiving turkey give-away, student backpack distribution, Academic Awards, daily food distribution, FFA drive through flower distribution.
- Preventive work hours 40
- Routine work hours 320
- Total work orders completed 263
- Event setup hours 8

Ken Groppetti Plant Manager

#### **PVHS**

- Serviced Grounds and Custodial equipment: replaced the starter coil on gas powered handheld blower, replaced tires on custodial cart #367, and gopher control tool.
- Renovated planters in front of Administration Building. (Photo)
- Maintained sports field striping for athletic conditioning.
- Installed a new entry gate at the varsity baseball field.
- Renovated planters between outdoor basketball and tennis courts. (Photo)
- Started renovation of planter boxes at the gymnasium entrance.
- · Conducted skid steer training for all ground's employees.
- Repaired irrigation wiring at clock #5 inside the football stadium. (Photo)
- Revised the electrical shut-off switch for the compressor in the maintenance warehouse.
- Installed thermocouples in HVAC duct riser hoods to evaluate this Proposition 39 Energy Reduction measure.
- Replaced the air compressor in the maintenance warehouse; relocated the compressor from Agriculture Science shop 206.
- Assembled and installed standing desks in several classrooms as part of the COVID-19 work modification plan.
- Install a whiteboard on south wall of classroom 630.
- Performed fire extinguisher inspections campus wide.
- Installed hands-free paper towel dispensers in all staff restrooms as part of the COVID-19 Prevention Plan.
- Repaired the ADA panic bar on exterior gate #2.
- Replaced all light switches in classroom 403.
- Performed plumbing repairs: the toilet in the cafeteria kitchen restroom, 400 Building womens' restroom.
- Completed HVAC repairs: classrooms 362 and 464.
- Replaced transformer fuses on a gymnasium rooftop air handler.
- Repaired failed lights in classroom 212.
- Repaired non-working hood lights in the cafeteria kitchen.
- Replaced the hand crank on one section of the rolling bookcase in the library book storage area.
- Repaired a water leak on a cafeteria kitchen refrigerator.
- Removed whiteboard for interactive flat panel monitor installations in several classrooms: 219, 355, 356, 610, and 627.
- Removed the projector screen and speakers for interactive flat panel monitor installation in classroom 601.
- Replaced an emergency lighting ballast in classroom 201.
- Cleaned windows and windowsills in the 300 and 400 Buildings.
- Set up lunch distribution tent for cafeteria staff each morning.
- Set up security temperature check point tent in front of campus every morning.
- Installed tri-fold protective barriers in several classrooms as requested by teachers.
- Tested new gum removal equipment on the concrete in the center of the campus. (Photo)
- Completed the annual Williams Settlement Facility Inspection Tool (FIT) Inspection. This information will be included in the School Accountability Report (SARC).
- Provided support of school event and civic center use activities: ASB drive-through Christmas celebration.
- Preventive work order hours 30
- Routine work hours 274
- Total work orders completed 132
- Event setup hours 0

Dan Mather Plant Manager

#### REGULAR MEETING January 12, 2021

#### **ERHS**

- Serviced grounds equipment: hedge trimmers, lawn edgers, chainsaws, tiller, string trimmers, and leaf blowers.
- Completed repairs on a water leak at the entrance to Delta High School: poured new concrete walkway and installed a water pressure regulator on the campus water supply line.
- Aerated, overseeded, and top dressed the lawns on the Delta High School campus.
- Aerated, overseeded, and top dressed the ERHS baseball and softball fields; aerated and fertilized the ornamental turf on campus.
- Groomed the football stadium turf.
- · Performed gopher control maneuvers.
- Completed painting of the bleacher support posts in Greek Theatre.
- Discovered and repaired exposed electrical wiring outside classroom 312.
- Assembled 101 standing desks and delivered them to classrooms throughout the campus.
- Completed quarterly preventive maintenance on heating systems in the 300, 400 and 500 Buildings, as well as the annual preventive maintenance in the 500 Building.
- Repaired the mullion on the pool equipment room double doors.
- Installed a new door and hardware on pool chemical room.
- · Adjusted the lighting schedule at ERHS and DHS
- · Performed monthly inspection of AED's, emergency lighting, eye wash stations and fire extinguishers
- Applied colored stickers on student desks for the hybrid learning plan. (Photo)
- Pressure washed ERHS and DHS campus walkways.
- Installed hands-free paper towel dispensers in student restrooms; part of the COVID-19 Prevention Plan.
- Continued cleaning and disinfecting at ERHS and DHS; part of the COVID-19 Prevention Plan.
- Moved weights in and out of storage daily for athletics conditioning.
- Replaced the gymnasium bleacher seats with a new one-piece style and improved color. (Photos)
- Completed the annual Williams Settlement Facility Inspection Tool (FIT) Inspection. This information will be included in the School Accountability Report (SARC).
- Provided support of school event and civic center use activities: setup for various drive-through activities; turkey dinner delivery, ASB food donation drive, and vegetable box distribution.
- Preventive work order hours 91
- Routine work order hours –149 (includes 41 DHS)
- Total work orders completed 34 (includes 5 DHS)
- Event setup hours 13

Danny Sheridan Plant Manager

#### **Transportation**

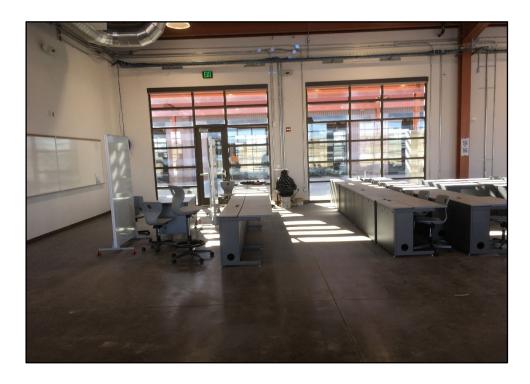
The District received its first electric school bus. This ushers in a new era of student transportation. Busses have transitioned from diesel power with manual transmissions to diesel power with automatic transmissions with onboard computers, and now to fully electric computerized operation. (Photo)

#### Graffiti & Vandalism

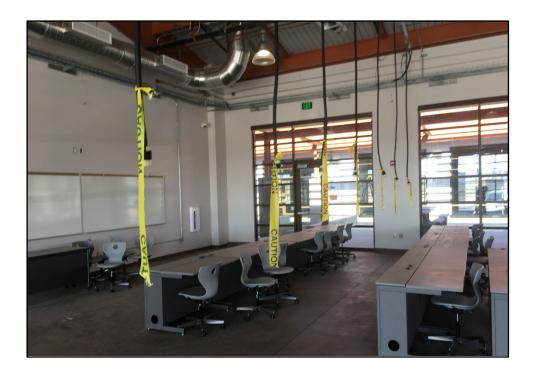
•	DHS	\$ 0
•	ERHS	\$ 0
•	SMHS	\$ 20
•	PVHS	\$ 0

Reese Thompson Director – Facilities and Operations

# **Photo Gallery – Major Projects**



CTE / Ag Center – A Technician Installs Data Ports in the Shop Buildings



CTE / Ag Center – Additional Power for Shop Equipment is Installed and Ready for Students



SSC Canopy Removal – The Old Building Entrance Canopy Removal is In-process



SSC Canopy Removal – Underlying Structure of the Canopy is Exposed

# **Photo Gallery - Maintenance & Operations**



SMHS - New Distance Learning Equipment is Staged in the District Warehouse



SMHS – Plant Manager Ken Groppetti Prepared an Assembly Line for Distributing the Distance Learning Equipment



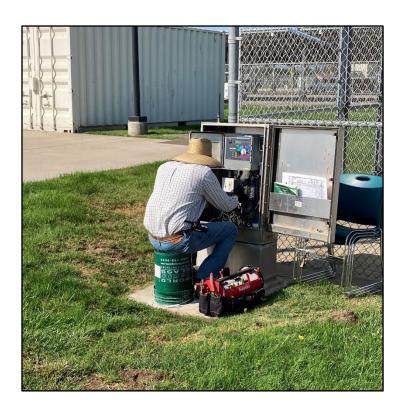
SMHS – Plant Managers and Groundskeepers Evaluate a Large-scale Litter Collector



PVHS – Pepé Gutierrez and Matt Schlereth Renovate the Administration Building Planter



PVHS - Matt Schlereth Installs New Plants at the Basketball and Tennis courts



PVHS - José Gamino Repairs the Stadium Irrigation Clock Wiring



PVHS – José Vazquez and Linda Jimenez Test a New Gum Removal Tool



ERHS – Leo Avila Applies Student Desk Stickers to Provide Distancing in the Hybrid Learning Plan



ERHS - Old Gymnasium Bleacher Seats are Removed...



**ERHS** – ...and New Seats Celebrate School Colors



Transportation - The First Electric Bus Arrived! ...



...it Replaces This 1987 Beauty that was purchased Used from Orcutt School District in 2006 to Address Growing Transportation Needs During a Recession Economy

**REGULAR MEETING January 12, 2021** 

# **APPENDIX C**

Approval of MOU for Classified Bargaining Unit concerning the District's response to the coronavirus (COVID-19) pandemic

# MEMORANDUM OF UNDERSTANDING BETWEEN SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CENTRAL COAST CHAPTER 455

This memorandum is agreed between the Santa Maria Joint Union High School District (District) and the California School Employees Association and its Chapter 455 (together "CSEA") and known together as "the Parties" concerning the District's response to the coronavirus (COVID-19) pandemic. This Agreement supersedes the previous COVID-19 MOU and shall remain in effect through June 30, 2021 without precedent and does not constitute past practice or waive either party's obligation to negotiate matters within the scope of bargaining.

The current federal paid leave due to COVID-19 (HR 6201) is set to expire on December 31, 2020. If extended in any form, the parties will reconvene to bargain the impacts and effects on classified working conditions.

It is agreed by the Parties that both the District and CSEA will adhere to the COVID-19 Public Health guidance, and new emergency OSHA regulations, (approved November 30, 2020) <a href="https://www.dir.ca.gov/oshsb/emergencyregulations.html">www.dir.ca.gov/oshsb/emergencyregulations.html</a> thus creating and maintaining a safe environment for students, teachers and staff to return to campus, and to allow for as much inperson instruction as possible.

To these ends, for the duration of this MOU, the District and CSEA agree as follows:

- 1. The District and CSEA will cooperate in any necessary public health actions, including those actions recommended by federal, state, and local Department of Public Health, including but not limited to, contact tracing of individuals.
  - a. The District will provide information to its employees on public health measures, hygiene, and sanitation to help minimize the spread of the virus, and shall make every effort to provide at its facilities the necessary supplies for preventative sanitation measures (such as soap and water, disposable towels, tissues, and hand sanitizer). The District will provide employees with the SMJUHSD Reopening Plan which will be attached/linked to this MOU.
  - b. The District will communicate its protocol/process for the required daily health screening, prior to entering the workplace, pursuant to federal, state, and local Departments of Public Health to its employees. Additionally, the parties agree there is an expectation that all employees will comply with said required processes, including, but not limited to, temporal checks, use of face coverings, regular hand washing, surveillance testing, etc. The District shall supply face coverings that meet CDC Guidelines upon request. No Bargaining Unit Member shall be required to work in a space with any individual not wearing a face

- covering. These issues should be handled in accordance with 1.e below. The District shall install plexiglass shields where 6 ft distance cannot be provided between stations.
- c. The Parties agree that both employees and supervisors will be engaged in conducting temporal checks, surveillance testing, and other processes as determined necessary.
- d. The Parties agree that all SMJUHSD employees will comply with all applicable safety and social distancing measures, including active screening, temporal screening, surveillance testing, face coverings, and observing pathways as demarcated throughout sites and all district offices.
- e. Employees are strongly encouraged to report unsafe working conditions to their immediate supervisor, in writing, as well as CSEA and the Human Resources Department. The supervisor shall respond in writing to the employee as soon as practicable and if necessary, an alternative assignment/work location will be assigned pending an investigation into said concern. Any report made by a Bargaining Unit Member to a supervisor or Human Resources shall remain confidential.
- f. Employees who have conflicts or concerns regarding returning to the worksite, should contact the Human Resources department to enter into the interactive process or schedule a flexible workplace conversation.
- 2. In the event any District facility or portion thereof must be closed temporarily, CSEA bargaining-unit employees will continue in paid status, and shall not be required to use paid sick leave or any other form of paid time off if fully available to perform assigned work functions.
  - a. The parties agree that ADA work accommodations made between a unit member and Human Resources will remain in place while the District remains in Distance Learning. The reasonable accommodations will be re-evaluated as the District moves to a Hybrid schedule for instruction.
  - b. The parties agree that work from home accommodations made between a unit member and Human Resources will remain in place while the District remains in Distance Learning. These employees will be expected to return to the worksite when the District moves to a Hybrid schedule for instruction.
  - c. The District shall give at least a 14-day notice prior to the transition to hybrid or in person instruction.
  - d. The parties agree that Human Resources and the immediate supervisor at their discretion, may require some unit members to remain onsite, or work at another work site, and perform the essential duties of their work during their scheduled assignment.
    - i. All Positions not already engaged in an accommodation agreement with Human Resources will be reviewed and a determination will be made in collaboration with the employee, the immediate supervisor and Human

- Resources as to the feasibility of a remote work schedule. In the case of any schedule conflicts between positions, shift selection shall be done by seniority order in collaboration with CSEA.
- ii. It is agreed that all business hours at each site/facility will be covered, as needed, by an appropriate number of classified positions, as determined by Human Resources.
- iii. Any Bargaining Unit Member determined to be eligible to work remotely must read, sign and return the Temporary Modification of Work Location/Remote Work-Agreement to Human Resources prior to remote work commencing. All remote work shall be scheduled and approved prior to the employee commencing said remote work.
- iv. While working remotely, voicemails left on an employee's school extension will be forwarded to their District email. Emails should be checked at least hourly. Employees should respond via email or telephone call within a 24 hour work day period.
- v. The District reserves the right to modify or end any work from home agreement as necessary, including when the District moves to Hybrid instruction.
- vi. The District and CSEA agree that if a remote shift needs to be modified due to District need, the affected employee(s) will be given a two-hour notice whenever possible.
- e. The Parties agree to the need for flexibility with job duties, temporarily, to allow for employees whose regular assignment is not applicable during distance learning to assume reasonable, different job duties that do not require specialized training. Human Resources shall provide proper notice to the Chapter President, Labor Relations Representative, and Chief Union Steward prior to assigning new job duties so as to give the association the opportunity to demand to bargain said assignments.
- f. During closure or Distance Learning, unit members shall abstain from the use of alcohol or other substances otherwise prohibited in the workplace during such hours, and shall be available to report for work (or remote work) within two hours of notification to perform assigned duties, if needed.
- g. Unit members may be directed to or required to participate in training through distance learning or other remote procedures while their worksite is closed to students. Unit members who work with students may be directed or required to perform instructional assistance and/or provide services through distance learning or other remote procedures while their worksite is closed to students.
- 3. The Parties agree that all current adopted leave policies will remain in full effect during the duration of this MOU.
  - a. If an employee is required to quarantine after an exposure to COVID-19 at the worksite, the employee will be placed on Paid Administrative Leave for the duration of the quarantine.

- b. Unit members who begin to exhibit symptoms while at work that are consistent with COVID-19 and who are sent home from work by the District shall be permitted to use any and all leaves to which they are entitled under state and/or federal law and the CBA. If Unit Member symptoms are not COVID-19 related, there will be no charge for time absent. If a unit member is sent home with COVID-19 symptoms by the District, the District will provide free of charge a COVID-19 test.
- c. At the expiration of the "Families First Coronavirus Response Act" all Bargaining Unit Members who had been utilizing such leave, who also have used all of their various paid leaves, and cannot return to work at their site shall either be allowed to work remotely or be placed on the 39 month rehire list as to protect their reemployment rights. No Bargaining Unit Member shall be required to resign at the expiration or exhaustion of said leaves.
- 4. The District acknowledges that it is precluded from engaging in any layoffs concerning the following classification of employees: food service workers, transportation workers and custodial workers. Additionally, the District acknowledges its intent to not engage in any layoffs of its current classified workforce for the 2020-2021 school year. This intent does not preclude the possibility of having to identify the District's most critical workforce in meeting the needs of the District, its students, and its organization. The district and association agree to immediately schedule to meet and confer/negotiate, as appropriate, if this occurs.
  - a. In accordance with SB 98, Section 94, all bus drivers shall return to their 2019-2020 work hours effective July 1, 2020. The District guarantees the level of hours from the 2019-2020 school year to all bus drivers, however the bus driver may voluntarily select an assignment that is different from the hours they held in the 2019-2020 school year.
- 5. The parties understand the District's intent and ongoing consideration of practical options for budget reductions, and acknowledge that should the District have to engage in said identification process and resulting layoffs warranted during the 2020-2021 school year, CSEA has the right to negotiate the impacts and effects of said layoff decisions.
- 6. The District will not discourage an employee from filing a workers' compensation claim, with regards to contracting COVID-19 at the workplace, and will, as with all other workers' compensation claims, expect its Workers' Compensation Insurance Company to engage in its normal process of handling claims.
- 7. CSEA agrees it will support efforts to maintain funding pursuant to Education Code Section 41422 and 46392 in the event of a closure of any District facilities due to COVID-19.

- 8. Human Resources shall meet and confer/negotiate, as appropriate, with CSEA with respect to any school closures as well as any re-openings following closure as it pertains to classified working conditions.
- 9. The Parties agree to meet and confer/negotiate, as appropriate, portions of this MOU, prior to all students returning to the school site, whether in a hybrid/blended model or a traditional model, or if there are changes to the Reopening Plan\_or Public Health directives and guidelines, that the District may implement, which impact the mandatory subjects of bargaining.
- 10. The Parties acknowledge, as described in the reopening plan, that students will be returning to the school site. The parties also acknowledge the public, limited in nature, will also be coming back onto sites and buildings pursuant to the reopening plan.
- 11. The Parties acknowledge and agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, policies, and administrative regulations. The Parties further agree that the District shall have the sole and exclusive discretion to determine whether a District facility is closed, maintained as open, or reopened after closure.
- 12. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of Article 13 of the CBA, except as follows:
  - a. The definition of a grievant: Only CSEA can be the grievant, not an employee.
  - b. The definition of a grievance: A "grievance" does not require CSEA to be "adversely affected" for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this agreement.
  - c. Whenever possible the grievance shall be settled at Level 1. The immediate supervisor shall respond to the Grievant in writing within three (3) working days of receiving notice. If not resolved at Level 1, the grievance will proceed to Level 2.
  - d. If the grievance is not resolved through Level 2, CSEA may move the grievance immediately to the final step of the grievance process.
  - e. CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
  - f. Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District.

g. This method of resolving violations shall not displace CSEA's right to file OSHA or other Administrative complaints.

The Parties agree that this Memorandum of Understanding will be implemented upon ratification of the Parties and pursuant to CSEA Policy 610, if applicable, and is done without precedent. It is the Parties' expectation that both the District, its management, and all classified employees, will adhere to the rules, regulations, and agreements set forth in this MOU.

Executed this 18th day of December, 2020.

Tami Contreras, Chapter President

CSEA and its Central Coast Chapter 455

Joni McDonald

Director of Human Resources

Phyllis Comstock

CSEA Labor Representative