

July 14, 2020

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.



Board of Trustee Action Plans
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
July 14, 2020**

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

5:30 p.m. Closed Session/6:30 p.m. Open 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 4:00 p.m. on July 13, 2020.

If you would like to address the SMJUHS Board of Education at the July 14, 2020 meeting for open 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 4:00 p.m. on July 13, 2020. The email address is SMJUHS-Public-Comment@smjuhsd.org.

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 4:00 p.m. on July 13, 2020. 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

V. REPORTS

- A. Superintendent's Report**
 - B. Board Member Reports**
-

VI. ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Receive Information and Potential Action on Plan for the Safe Re-opening of Schools

Resource Person: Antonio Garcia, Superintendent; John Davis, Assistant Superintendent of Instruction; Yolanda Ortiz, Assistant Superintendent of Business Services; Kevin Platt, Assistant Superintendent of Human Resources

The District has been thoughtfully developing its reopening plans over a period of months in consultation with our community, including families and employees, as well as public health and other experts, in order to develop a plan for the safe reopening of District schools. The recommendation of the administration is for students to return to school under a hybrid model, partially receiving instruction onsite and partially through distance learning. There is a full distance learning option available for all students. The emergency resolution delegating authority to the administration, adopted on March 31, 2020 remains in effect and will allow District administration to quickly make changes as necessary during this pandemic.

***** IT IS RECOMMENDED THAT** the Board of Education approve the plan for the safe reopening of schools as presented.

Moved _____ **Second** _____

Roll Call Vote:

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

2. Approval of extension of the MOU for Classified Bargaining Unit concerning the District’s response to the coronavirus (COVID-19) epidemic – *Appendix B*

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

The District and the California School Employees Association (CSEA) have reached settlement agreement concerning the District’s response to the coronavirus (COVID-19) epidemic. This agreement is an extension of the MOU approved at the April 7, 2020 meeting.

The Memorandum of Understanding (MOU) tentatively agreed to on June 26, 2020 will remain in effect beginning the date of signature and for the duration of the COVID-19 pandemic until the Public Health Department has officially deemed the virus no longer a threat, or until August 10, 2020, whichever comes first (See Appendix B)

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

Moved _____ **Second** _____

Roll Call Vote:

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

3. Approval of Tentative Agreement Between the Santa Maria Joint Union High School District and the Santa Maria Joint Union High School District Faculty Association CTA/NEA to Resolve Reopeners for the 2018-2021 Collective Bargaining Agreement – Appendix C

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources

The District has reached a tentative agreement with the Faculty Association (FA) to resolve reopeners for the 2018-2021 Collective Bargaining Agreement. The Tentative Agreement dated June 15, 2020 shall remain status quo through June 30, 2021. (See Appendix C)

***** IT IS RECOMMENDED THAT** the Board of Education approve the Tentative Agreement with the Faculty Association as presented.

Moved _____ **Second** _____

Roll Call Vote:

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

4. Ratification of Memorandum of Understanding (“MOU”) between the Santa Maria Joint Union High School District and the Santa Maria Joint Union High School District Faculty Association CTA/NEA regarding impacts of the State of California’s economy on the District budget – Appendix D

Resource Person: Kevin Platt, Assistant Superintendent of Human Resources

The District and the SMJUHSD Faculty Association (FA) have reached a tentative agreement regarding the impacts of the State of California’s economy on the District budget. The Memorandum of Understanding (MOU) dated June 12, 2020 will take effect upon approval by both parties. (See Appendix D)

***** IT IS RECOMMENDED THAT** the Board of Education approve the Agreement with the Faculty Association as presented.

Moved _____ **Second** _____

Roll Call Vote:

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

5. Resolution Denouncing Racism and Racial Discrimination and Affirming Commitment to Ethnic and Gender Studies – Resolution Number 01-2020-2021

Resource Person: Antonio Garcia, Superintendent

The recent unconscionable and senseless killings of Black individuals in the United States as well as the increased reports of racist hate crimes and racial incidents nationwide, remind us of the persistent racism and social injustice in our society. Our district has also been working to expand its ethnic and gender studies options over the past few years. The proposed resolution expresses the District’s commitment to denouncing racism and racial discrimination and affirms the District’s commitment to engage in antiracism practices including providing a curriculum for all students that is inclusive of, and responsive to, a diverse representation of cultures, ethnicities and backgrounds.

***** IT IS RECOMMENDED THAT** the Board of Education approve Resolution Number 01-2020-2021 as presented.

Moved _____ **Second** _____

A Roll Call Vote is Required:

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

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NUMBER 01-2020-2021
RESOLUTION DENOUNCING RACISM AND RACIAL DISCRIMINATION AND
AFFIRMING COMMITMENT TO ETHNIC AND GENDER STUDIES**

WHEREAS, the Santa Maria Joint Union High School District (“District”) is committed to maintaining a safe and positive school environment where all students, staff, parents/guardians and community members are treated equally, with respect and dignity;

WHEREAS, the District believes that diversity, equity, and inclusion among the District’s community of students, staff, parents/guardians, and community members is integral to the success of the District’s vision, mission, and goals;

WHEREAS, the District prohibits unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics;

WHEREAS, racism is a social system with multiple dimensions, including individual racism, which is internalized or interpersonal, and systemic racism, which is institutional or structural, and is a system of structuring opportunity, and assigning value based on an individual’s appearance;

WHEREAS, structural racism has carried out systematic discrimination and oppression throughout history in the institutional policies and practices of the society that include the enslavement of Black Americans, Japanese internment camps, forced displacement, forced separation, threat of and actual deportation of Latinx families, confiscation of sacred land and genocide of indigenous people, unlawful use of black bodies for medical experimentation, forced sterilization of people of color, laws forbidding literacy among those enslaved, punishment for speaking their native language, laws denying the practice of traditional rituals; mass detainment and imprisonment of Black and Brown individuals, police brutality and use of deadly force, and other countless forms of structural racism, all represent racialized trauma and terror and result in long term mental, emotional and physical health implications for the survivors , their families, the community at large, and subsequent generations;

WHEREAS, structural racism causes persistent racial discrimination in housing, education, employment, transportation, and criminal justice, and unfairly disadvantages communities of color, thereby depleting the strength of the whole society through the waste of human resources;

WHEREAS, the recent unconscionable and senseless killings of Black individuals in the United States and recent increase in reports of racist hate crimes and racial incidents nationwide, remind us of the persistent racism and social injustice in our society;

WHEREAS, the District believes that silence and inaction only serve to perpetuate such injustice, bias, and racism and the District stands with Black communities to combat all forms of racism, both institutional and individual;

WHEREAS, the District remains committed to fostering systems and communities anchored in equity, dignity, love, compassion and kindness;

WHEREAS, the District affirms its commitment to ensuring the safety, positive mental and emotional health, well-being, and high academic achievement of its Black students and students from other marginalized communities by working with community members to address the traumas caused by systemic racism;

WHEREAS, the District expects District and school site leaders to continuously examine the District's policies and practices in light of the District's beliefs and commitments and to work together to deploy resources and create conditions under which each school, each staff member, and each and every student will have the opportunity to achieve at high levels;

WHEREAS, the District recognizes cultural competence is necessary to identify implicit bias, macro-and micro-aggressions, presumptions of privilege and entitlement and systems of oppression;

WHEREAS, the District desires to improve the public education experience for the District's Black students, and all students of color, by recognizing and confronting all forms of racism and social injustice;

WHEREAS, the District seeks to provide a well-rounded and quality education that exposes students to cultures that are crucial to understanding our nation, past and present, and that helps our students to appreciate the rich histories and cultural contributions of their own communities, by teaching a curriculum that is inclusive of, and responsive to, all our cultures, ethnicities and backgrounds;

WHEREAS, at a time when the national climate drives divisiveness and fear of otherness, Ethnic and Gender Studies can play a critical role in increasing social awareness and understanding, and honors the human experience and the intersectionality of all students that we serve;

WHEREAS, a 2016 study by Stanford University found that taking an ethnic studies course led to better grades, especially in math and science, and also increased attendance among high school students at risk of dropping out;

WHEREAS, Ethnic and Gender Studies also promote social-emotional learning, and help students and communities to recognize and celebrate their diversity. The National Education Association found that "there is considerable research evidence that well-designed

and well-taught ethnic studies curricula have positive academic and social outcomes for students;" and

THEREFORE, BE IT RESOLVED that the District reaffirms its commitments to fighting racism, in all of its forms, through a safe, equitable, and high-quality education for all students, and an inclusive working environment for all employees;

BE IT FURTHER RESOLVED, the District will continue to expand its course offerings with a focus on social justice and multiculturalism and develop a five-year strategic plan to make Ethnic and Gender Studies a required component of graduation, starting with the graduating class of 2025, ensuring that all students are provided with equitable access to an Ethnic and Gender studies course prior to the completion of high school;

BE IT FURTHER RESOLVED, the District is committed to ensuring that all staff are culturally proficient and will continue to provide and expand on its cultural competence training for all District employees;

BE IT FURTHER RESOLVED, the District vows to make decisions with a deliberate awareness of historic and systemic impediments to learning faced by students of color and/or diverse cultural, linguistic or socio-economic backgrounds;

FINALLY, BE IT RESOLVED, that the Santa Maria Joint Union High School District Board of Education will revisit the aforementioned action items through regular reports by District staff.

PASSED AND ADOPTED by the Board of Trustees of the Santa Maria Joint Union High School District, Santa Maria, California at a public meeting thereof duly called and held on July 14, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President/Clerk/Secretary of the Board of Education
Santa Maria Joint Union High School District

VII. CONSENT ITEMS

***** 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 _____

A Roll Call Vote is Required:

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

A. Approval of Minutes

Regular Board Meeting – June 16, 2020

B. Approval of Warrants for the Month of June 2020

Payroll	\$7,783,440.28
Warrants	<u>3,166,923.16</u>
Total	<u>\$10,950,363.44</u>

C. AG Incentive Grant Application 2020-21

The Agricultural Career Technical Education Incentive Grant provides local educational agencies (LEAs) with funds to improve the quality of their agricultural career technical education programs. The goal is to maintain a high-quality, comprehensive agricultural career technical program in California’s public-school system to ensure a constant source of employable, trained, and skilled individuals. The schools listed below have applied for the 2020-21 grant. The estimated grant funding amount is:

Santa Maria High School	\$48,284
Righetti High School	\$39,296
Pioneer Valley High School	\$35,384

D. Approval of Contracts

COMPANY/ VENDOR	DESCRIPTION OF SER- VICES	AMOUNT/ FUNDING	RESOURCE PERSON
One Community Action	Culturally competent & responsive advocacy for Student/Family Behavioral, Social and Support Services (POR VIDA program)	\$170,000/ LCAP 2.6	John Davis
Fighting Back Santa Maria Valley	Administration Support for Student Attendance Review Board (SARB) Program for 2020/21	\$8,000/ General Fund	John Davis
STAR of CA – ERA Education	Behavioral Analyst (BCBA) Supervisor and Behavioral Interventionist (BI)	\$6,000/ Special Ed	John Davis
Santa Barbara County Education Office	Professional Development for Newcomer Instructors with Carla Benchoff	\$13,600/ Title III	John Davis
Santa Barbara County Education Office	Professional Development for Bilingual Instructional Assistants with Carla Benchoff, ELD Standards	\$3,600/ Title III	John Davis
Santa Barbara County Education Office	English Learner Services from Dr. Carlos Pagan, Director, Literacy and Language Support of new Course Pathways for English Learners	\$24,000/ Title III	John Davis
Corazon Del Pueblo	Advancing Emotional, Psychological Persona and Identity through Arts in Schools	\$26,247/ Title IV	John Davis

E. Textbook Discard

The textbooks listed below are from Santa Maria High School and need approval for discard of instructional materials (Ed Code 60530).

TEXTBOOK TITLE	ISBN #	NUMBER
Language! The Comprehensive Literacy Curriculum Book A	978-1-60218-842-6	69
Language! The Comprehensive Literacy Curriculum Book B	978-1-60218-843-3	67
Language! The Comprehensive Literacy Curriculum Book C	978-1-60218-844-0	89
Language! The Comprehensive Literacy Curriculum Book D	978-1-60218-845-7	53
Exploring Professional Cooking 4th edition	0-02-668489-6	29

REGULAR BOARD MEETING July 14, 2020
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Introduccion a la literature Hispano Americana	0-8442-7679-0	50
Espanol Escrito: Curso para hispanohablantes biligues	0-13-339953-2	20
Encuentros Maravillosos Gramatica a Traves de la Literatura	0-673-21595-4	33
Leyendas Mexicanas: A Collection of Mexican Legends	0-8442-7238-8	22
Tresors du Temps Niveau Avance Workbook	0-02-676653-1	75
Tresors du Temps Niveau Avance Student Text	0-02-676651-5	66
Pasaporte al algebra y a la geometria	0-618-04147-8	2
Passport to Algebra and Geometry	0-618-04146-x	117
Interactive Mathematics Program Year 1	978-1-55953-994-4	60
Interactive Mathematics Program Year 2	978-1-60440-030-4	60
Interactive Mathematics Program Year 3	978-1-60440-046-5	50
Interactive Mathematics Program Year 4	978-1-60720-599-9	40
Marine Biology 5th Edition	0-07-321202-4	58
Hole's Essentials of Human Anatomy and Physiology	0-07-235118-7	112
Introduction to Electronics 4th Edition	0-7668-1698-2	50
Criminalistics: An Introduction to Forensic Science 8th Edition	0-13-113706-9	72
Holt Ciencias De La Tierra	0-03-064756-8	48
Prentice Hall Explorador De Ciencias: Biologia Humana y salud	0-13-436602-6	29
Hands on Science Earth Below and Sky Above	0-88336-852-8	25
Prentice Hall Explorador De Ciencias: Ciencias del medio ambiente	0-13-436598-4	30
Prentice Hall Explorador De Ciencias: Celulas y herencia	0-13-436590-9	29
Los Seres Vivientes: Ciencia 7	0-675-03124-9	21
Historia Del Mundo Contemporaneo	978-8-43166750-4	37
Human Heritage A World History	0-02-823187-2	28
Historia Del Mundo Contemporaneo	8-43163293-3	31
SRA Connecting Math Concepts	0-02-684692-6	13
SRA Essentials for Algebra	978-07-602192-5	70
AGS World History	978-0-7854-6405-1	77
Globe Fearon's World History 3rd Edition	0-835-94900-1	22
Enjoyment of Music 9th Ed.	0-393-97877-x	31
Theatre Art in Action	0-8442-5307-3	36

F. Notices of Completion

The following project was substantially completed on June 25, 2020 and in order to file the necessary Notice of Completion forms with the County of Santa Barbara, the Acceptance of Substantial Completion needs to be formally accepted by the Board of Education.

- PVHS - Building 300 Water Damage/Ceiling Tile #20-339.1 with Santa Maria Acoustical Company Inc. (Contractor)

The following project was substantially completed on May 28, 2020 and in order to file the necessary Notice of Completion forms with the County of Santa Barbara, the Acceptance of Substantial Completion needs to be formally accepted by the Board of Education.

- PAVING PROJECT, Project # 20-333.1 at SMHS with Raminha Construction (Contractor)

G. Purchase Orders

PO #	Vendor	Amount	Description/Funding
PO21-00078	Illuminate Education	\$70,799.22	School City Program 2020-2021 School Year/ LCAP Goal 1 Service 4
PO21-00080	School Innovations & Achievement	\$82,300.00	Attendance2Attendance (A2A) Software and Services Agreement/LCAP Goal 6 Service 7

H. Student Matters - Education Code Sections 35146 & 48918

Administrative Recommendation for student re-admission from expulsion/suspended order and/or expulsion: 354567, 356274, 354021, 355806, 351251, 348314

Administrative Recommendation for student re-admission from suspended order and/or expulsion but will continue in current program: 355470

Expelled student(s) who did not meet the terms of their expulsion/suspended order and/ or expulsion agreement: 352388, 355644, 354278, 356874

I. Authorization for Sale of Obsolete Equipment

Education Code §17545 and 17546 allows the district to dispose of personal property belonging to the district that is unsatisfactory, no longer necessary (obsolete), or unsuitable for school use. The district administration is requesting authorization to dispose of obsolete items in the list below in compliance with government regulations. If an auction is warranted, the district will conduct an auction via the internet by and through its representative RT Auctions. Notices of items for sale at auction will be posted in no less than three public places within the District, including the District’s website at <http://www.smjuhsd.k12.ca.us>.

Category	Description	Quantity
Furniture	Desk, single piece, brown wood seat/chrome frame	34
Furniture	Desk, single piece, blue seat/Chrome frame	74
Furniture	Desk, single piece, blue seat/gray frame	26
Furniture	Stools, wood seat/tan frame,	45
Furniture	Round tables	5
Furniture	Weight/cardio equipment	4
Furniture	Weight benches	4

J. Authorization to Utilize Region 4 ESC/OMNIA Partners – Edmentum for District-wide Purchases of Educational Software Solutions and Services for the length of the Contract through April 30, 2023

Section 10299 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, whereby notwithstanding Section 20111 and 20112 of the PCC, “school districts may, without competitive bidding, utilize contracts, master agreements and multiple award schedules established by the department [DGS] for the acquisition of information technology, goods, and services.” Section 10299 further authorizes state and local agencies to “contract with suppliers awarded the contracts without further competitive bidding.” The district administration recommends that district-wide purchases of education software solutions and services be made utilizing the provisions of the PCC that allows purchasing from Region 4 ESC/OMNIA Partners – Edmentum – Contract #R191903 through April 30, 2023.

- K. Authorization to Piggyback on Torrance Unified School District for purchases of Classroom & Office Furniture for the Length of the Contract through May 5, 2021

Section 20118 of the Public Contract Code (PCC) provides an alternative for obtaining supplies, furniture, and equipment, commonly referred to as “piggy-backing”, where notwithstanding Section 20111 and 20112 of the PCC, the governing board of any school district without advertising for bids, and if the board has determined it to be in the best interest of the district may authorize the purchase of such supplies, furniture and equipment.

Torrance Unified School District has awarded their purchases as needed for classroom and office furniture to multiple vendors: CM School Supply, Culver-Newlin, ELB Education, Lakeshore Learning, McDowell-Craig, MeTEOR Education and Office Solutions (Blue Space Interiors) through bid #10-04.09.19 through May 5, 2021. The district recommends that the board find and determines that it is in the best interest of the district to authorize classroom and office furniture purchases under the same terms and conditions. With Board approval the district may “piggyback” on their bid pursuant to the provisions of PCC20118.

VIII. REPORTS FROM EMPLOYEE ORGANIZATIONS

IX. OPEN SESSION PUBLIC COMMENTS

If you would like to address the SMJUHSD Board of Education at the June 16, 2020 meeting for open public comment, 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 4:00 p.m. on July 13, 2020. The email address is SMJUHSD-Public-Comment@smjuhsd.org.

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 4:00 p.m. on July 13, 2020. 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. NEXT MEETING DATE

Unless otherwise announced, the next regular meeting of the Board of Education will be held on August 4, 2020. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The location of the meeting is to be determined.

XI. FUTURE REGULAR BOARD MEETINGS FOR 2020

September 8, 2020	November 10, 2020
October 13, 2020	December 15, 2020

XII. ADJOURN

CLASSIFIED PERSONNEL ACTIONS								
	Action	Assignment	Site	Effective	Pay Rate	Hours		
	Promote	Network Systems Specialist	DO	7/1/2020	32/A	8		
	Dismiss	Administrative Assistant IV - School Site	SMHS	6/23/20	28/A	8		
CERTIFICATED PERSONNEL ACTIONS								
	Action	Assignment	Site	Effective	Salary	FTE		
	Column Advance	Mathematics	PVHS	2020-21	11/V	1.0		
	Updated Salary	Mathematics	RHS	2020-21	32/V	0.2		
	Updated Salary	International Languages	SMHS	2020-21	12/V	0.2		
	Column Advance	Counseling	PVHS	2020-21	8/V	1.0		
	Column Advance	Visual Performing Arts	SMHS	2020-21	4/V	1.0		
	Column Advance	Agriculture	ERHS	2020-21	2/V	1.0		
	Column Advance	Special Education	SMHS	2020-21	3/V	1.0		
	Column Advance	English	ERHS	2020-21	25/V	1.0		
	Retire	English	SMHS	7/1/20	26/V	1.0		
	Employ/Prob 1	Social Science	PVHS	8/10/20	6/V	1.0		

REGULAR MEETING
July 14, 2020

APPENDIX B

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

MEMORANDUM OF UNDERSTANDING BY
AND BETWEEN THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
And
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #455

This memorandum is agreed between the Santa Maria Joint Union High School District ("District") the California School Employees Association and its Chapter #455 ("CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

The District and CSEA 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 essential 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 CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students. The District is not required to disclose any information that is considered private, such as personal medical information or confidential student information.
- 2) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, PPE and hand sanitizer). The District and CSEA recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health but will make all reasonable efforts to provide appropriate supplies. CSEA will cooperate with the District in any necessary public health actions, such as contact of infected individuals, as required by the Department of Public Health. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage such employee not to infect others by coming to work. Similarly, those employees with medical proof of being in a high-risk population (age 65 or older/chronic illness) should it be detected among students or staff at a facility will be granted leave as liberally as possible when consistent with the school's operational needs. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 4) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District

will continue to pay bargaining-unit employees even if they are unable to work due to corona virus related reduction in use of District facilities. During a closure, unit members must be available at all times during their regular work hours, abstain from alcohol or other substances, and report to work within two (2) hours of notification to perform assigned duties as needed. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. During a closure, pre-approved vacation, sick leave, and all other pre-approved leaves shall continue to be used as originally planned and the unit member will not be expected to be available to work. This paragraph will apply to up to one month of any such closure or curtailment; in the event the closure or curtailment seems likely to last more than one month, the District and CSEA will meet and bargain about the issue.


- 5) CSEA will support efforts to maintain funding pursuant to Education Code 41422 and 46392 in the event of a closure of any District facilities due to epidemic.
- 6) The District may seek to add additional school days to this school year or next year. If additional school days are necessary, the District will continue to negotiate with CSEA.
- 7) The District shall respond to requests by employees who are parents managing childcare providers or school emergencies caused by coronavirus-related closure in conformity with the Labor Code Section 230.8, Education Code, Board Policies/Administrative Regulations, and the collective bargaining ~~agreement~~ Agreement.
- 8) The District shall comply with all of the terms and conditions of HR 6201.
- 9) The District and CSEA are in agreement that all current adopted leave policies will remain in full effect during the duration of the pandemic. The following special circumstances shall be in effect during the duration of the pandemic:
 - a. Unit members who may be at high-risk (age 65 or older, or chronic disease), or are providing care for a person deemed at high-risk, during this pandemic may provide the appropriate medical documentation to request a leave during the pandemic when asymptomatic in which case an interactive process meeting will be conducted to determine any reasonable accommodations or temporary modifications that may be implemented. Unit members determined to be unable to work after the interactive process meeting will be placed on Paid Administrative Leave until able to return to work as determined by a second interactive process meeting.
 - b. Unit members shall agree to inform the District when traveling outside of the country to areas that have been identified as having widespread community transmission and upon return, shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Unit members shall use all available paid leaves during a post travel self-quarantine including Sick Leave, Vacation, Floating Discretionary Days, and Other Entitlement.
 - c. Unit members shall agree to inform the District when with reasonable evidence, they believe they have been exposed to an individual who has tested positive for coronavirus and shall self quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Unit members shall use all available paid leaves during an exposure self-quarantine including Sick Leave, Vacation, Floating Discretionary Days, and Other Entitlement.
 - d. Unit members shall use all available paid leaves including Sick Leave, Vacation, and Floating Discretionary Days in the event a leave is approved as a result of an official quarantine as issued by Public Health. Unit members shall be placed on fully paid administrative leave for the

duration of an official quarantine as issued by Public Health if all other fully paid leaves have been exhausted.

- e. Any approved remote work shall be at the discretion of the District using an adopted standard with an emphasis on equity, health, and safety in the workplace, aligned with any mandates from Public Health for social distancing. District may also develop a social distancing policy and mandate some unit members to engage in remote work with alternate work in lieu of the regularly assigned tasks in positions where it is deemed feasible and appropriate.
- f. Unit members that exhibit symptoms that are consistent with symptoms of the coronavirus as defined by Public Health (e.g. fever, cough, and difficulty breathing) may be sent home by the District and the unit member shall use any available paid leaves for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.
- g. Unit members who choose to self-quarantine for reasonable cause, may use available leaves without fear of reprisal.


This MOU will remain in effect beginning the date of signature and for the duration of the COVID-19 pandemic until the Public Health Department has officially deemed the virus no longer a threat, or until August 10, 2020 whichever comes first

Dated: 6.25.2020




Joni McDonald
For District

Dated: 6/26/2020



Tami Contreras
For CSEA Chapter #455

Dated: 6/26/2020



Phyllis Comstock
For California School Employees
Association

REGULAR MEETING
July 14, 2020

APPENDIX C

**Approval of Tentative Agreement between the
Santa Maria Joint Union High School District and
the Santa Maria Joint Union High School District
Faculty Association CTA/NEA
to resolve reopeners for the 2018-2021
Collective Bargaining Agreement**


TENTATIVE AGREEMENT
between the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
and the
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION

June 12, 2020

The Santa Maria Joint Union High School District and the Santa Maria Joint Union High School District Faculty Association/CTA/NEA enter into this Tentative Agreement on June 12, 2020, to resolve re-openers for the 2018-2021 Collective Bargaining Agreement.

The Parties have met and determined that they will not exercise their rights to re-open the Agreement for the 2020-2021 school year. Except by mutual agreement, the Agreement shall remain status quo through June 30, 2021. The parties shall meet following Sept. 15, 2020, to commence negotiations on a successor agreement.

Dated: 6/12/2020

By: 

Kevin R. Platt

For Santa Maria Joint Union High School District

Dated: 6/15/2020

By: 

Matthew Provost

For SMJUHSDFA/CTA/NEA

REGULAR MEETING
July 14, 2020

APPENDIX D

**Ratification of Memorandum of Understanding (“MOU”)
between the Santa Maria Joint Union High School District
and the Santa Maria Joint Union High School District
Faculty Association CTA/NEA
regarding impacts of the State of California’s economy on
the District budget**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT AND
THE SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION

In response to the COVID-19 Pandemic, the Santa Maria Joint Union High School District ("District") and the Santa Maria Joint Union High School District Faculty Association ("FA") (collectively referred to herein as "the Parties") have met regarding the impacts of the State of California's economy on the District budget. The parties recognize that administrators are entitled to rights under Education Code section 44951 and the District's Dean of Special Education has voluntarily agreed to execute the job responsibilities of the vacant bargaining unit position of special education coordinator for the 2020-21 school year. The Parties agree that this is in the best interest of the District because it will allow for significant cost savings to the District without impacting unit members. Therefore the parties agree to the following:


1. The District's Dean of Special Education, Shayne MacCuish ("MacCuish") shall execute the job responsibilities of the vacant bargaining unit position of special education coordinator. MacCuish shall remain a management employee and not be member of the certificated bargaining unit during the 2020-2021 school year.
2. The Parties agree that MacCuish shall receive the salary he is entitled to under the Management Salary Schedule for the 2020-21 school year as he was not given notice of reassignment prior to March 15, 2020 and has voluntarily agreed to execute the job responsibilities of this position.
3. This MOU is not precedent setting and shall not constitute a binding practice between the parties.
4. This MOU shall remain in effect until June 30, 2021.
5. By signing below, the Parties warrant that they are authorized to execute this MOU on behalf of their principals.

Dated this 12TH day of JUNE, 2020.

SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT


Kevin Platt, Assistant Superintendent
Human Resources

SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT FACULTY
ASSOCIATION


Matt Provost, President


Shayne MacCuish, District's Dean of Special Education