

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

REGULAR BOARD MEETING
August 25, 2016
Yvonne Cook Board Room
6578 Santa Teresa Blvd. San Jose, CA

AGENDA

OPEN SESSION – 6:30 P.M.
CALL TO ORDER

SET THE AGENDA

CLOSED SESSION 6:32 p.m.

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

-Superintendent

2. PUBLIC EMPLOYEE DISCIPLINE/RELEASE/DISMISSAL

-Government Code section 54957

3. CONFER WITH LABOR NEGOTIATOR

The Board will confer with the District labor negotiators; Assistant Superintendent Andy Garcia, Assistant Superintendent Laura Phan, and Legal Counsel Adam Fiss and Legal Counsel Carol Stevens regarding Oak Grove Educators Association; California School Employees Association, Chapter 412; and American Federation of State, County and Municipal Employees Union, Council 57, Local 101.

4. CONFER WITH LEGAL COUNSEL – EXISTING LITIGATION

The Board will confer with District legal counsel regarding existing litigation pursuant to Paragraph (1) of subdivision (d) of Government Code section 54956.9: KNTV Television LLC vs. OGSD, Case No. 116CV289924.

OPEN SESSION 7:30 p.m.

FLAG SALUTE

SUPERINTENDENT'S REPORT

The Superintendent will report on matters that relate to the District.

CLOSED SESSION ITEMS

The Board will report out any action taken in Closed Session as required by law and/or take action as appropriate in Open Session.

PUBLIC COMMENT

Members of the public may address the Board on any issue or agenda item at this time. Members of the public may also address the Board on an agenda item during consideration of the item. No action can be taken on an item not on the agenda at this time. In accordance with Board Bylaw 9323, individual remarks will be limited to three minutes each, unless otherwise stipulated.

ITEMS SCHEDULED FOR ACTION (20)

A. CONSENT AGENDA

Manzo (5)

1. Unadopted Minutes - Special Board Meeting, August 2, 2016
2. Unadopted Minutes - Regular Board Meeting, July 14, 2016
3. Certificated Personnel Order
4. Classified Personnel Order
5. Agreement for Service – Music for Minors at Christopher, Stipe, Miner, Edenvale and Ledesma
6. Awarded Contract for Delivery of Unleaded Gasoline and Diesel Fuel to Valley Oil Company and Mansfield Oil Company
7. Board Approved Fundraising Activities 2016-2017
8. Memorandum of Understanding – Sobrato Family Foundation for Sobrato Early Academic Language (SEAL) 2016-17 Pilot at Miner Grades 4-6
9. Second Reading - Board Policy 1312.3 Uniform Complaint Procedure
10. Student Teaching Agreement – University of San Francisco

RECOMMENDATION: It is recommended that the Board of Trustees approve the Consent Agenda, as presented.

B. HUMAN RESOURCES DIVISION

1. RESOLUTION NO. 1230-08/16 MULTIPLE SUBJECT AND STANDARD ELEMENTARY TEACHING CREDENTIAL

Garcia (5)

Education Code Section 44258.3 allows the holder of a Multiple Subject and Standard Elementary Teaching Credential to teach departmentalized classes with their consent in grades K-12, irrespective of the designations on their teaching credentials. The teacher's competence must be verified according to the policies and procedures established by the governing board consistent with the language of the statute.

RECOMMENDATION: It is recommended that the Board of Trustees adopt Resolution No. 1230-08/16, Multiple Subject and Standard Elementary Teaching Credential, as presented.

2. RESOLUTION NO. 1231-08/16 SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY CERTIFICATE

Garcia (5)

Education Code Section 44831 allows the holder of a Speech-Language Pathology and Audiology Certificate who has not received their California Basic Educational Skills Test (CBEST) to provide speech and language services. The therapist must have a minimum of a Masters and an ASHA card. Action of the governing board and therapist consent are required.

RECOMMENDATION: It is recommended that the Board of Trustees adopt Resolution No. 1231-08/16, Speech-Language Pathology and Audiology Certificate, as presented.

3. PROVISIONAL INTERN PERMIT APPROVAL

Garcia (5)

A Provisional Intern Permit allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Commission on Teacher Credentialing form titled Provisional Intern Permit for Sarita Segovia to teach Physical Education classes at Bernal Intermediate due to a lack of viable applicants, as presented.

C. BUSINESS SERVICES DIVISION

1. CITIZENS' BOND OVERSIGHT COMMITTEE (CBOC) APPOINTMENTS

Phan (5)

On November 4, 2014, the District passed Measure P, an \$89.8 million bond. Education Code requires the Governing Board establish and appoint members to an independent CBOC. Staff will recommend renewed appointments of existing CBOC members to a second, two-year term.

RECOMMENDATION: It is recommended that the Board of Trustees renew appointments of Citizens' Bond Oversight Committee members for a two-year term, as presented.

ITEMS SCHEDULED FOR INFORMATION (25)

D. BOARD BUSINESS

1. PROPOSED COMMUNITY OUTREACH AND ENGAGEMENT POLICY

Adams /
Nishihara (15)

The Board Policy Subcommittee will discuss a potential Community Outreach and Engagement Policy in contrast with existing Board Policies, CSBA language, and other school districts.

2. CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) CALL FOR NOMINATIONS FOR DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC

Hawkins (10)

Nominations for the CSBA Director-at-Large Asian/Pacific Islander and Hispanic are being accepted through September 30, 2016.

COMMUNICATIONS

Correspondence from individuals and/or organizations regarding District programs and/or services.

BOARD DISCUSSION

Board members will report on visits to schools, meetings attended, and other related District matters.

ADJOURNMENT

NOTE: A person with a disability may request receipt of an agenda in an alternative format or request disability-related accommodations, including auxiliary aids or services, in order to participate in the public meeting by contacting the Superintendent's Office at (408) 227-8300, extension 100203, at least 48 hours prior to the scheduled Board Meeting. (AB 3035, Chapter 300, Statutes of 2002)

Writings that are public records and are provided to all or a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 6578 Santa Teresa Boulevard, San Jose, CA. during normal business hours.

The District shall provide a full copy of the Board Agenda, along with all public back-up materials and information, including presentations to be made at or during the meeting, for public inspection at the meeting. Additionally, the District will provide a copy of any presentations or other materials provided to the Board to any member of the public upon request.

The Board encourages the free expression of divergent opinions of any subject. The District maintains complaint procedures and anyone who believes they have experienced any form of adverse actions arising from their public statements made at a Board meeting may utilize the District's Uniform Complaint procedures as outlined in Board policy.

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

Minutes / Unadopted
Special Board Meeting
Yvonne Cook Board Room
August 2, 2016

Dennis Hawkins, President of the Board of Trustees, called the meeting to order at 5:33 p.m. **CALL TO ORDER**

Members present:

Dennis Hawkins, President
Mary Noel, Vice President
Carolyn Bauer
Jeremey Nishihara (arrived at 5:50)
Jacquelyn Adams

Others present:

José L. Manzo, Superintendent
Andrew Garcia, Assistant Superintendent
Laura Phan, Assistant Superintendent
Rachelle Uribe, Recording Secretary

Set the Agenda

On motion by Member Bauer and second by Member Noel, the Board of Trustees set the agenda as presented, with the following vote:

SET THE AGENDA

Ayes: Members Adams, Bauer Noel, and Hawkins
Noes: None
Absent: Member Nishihara
Abstaining: None

Flag Salute

President Hawkins led the flag salute.

FLAG SALUTE

Matters of the Public Oral

There was no one from the public to speak.

PUBLIC ORAL

Closed Session

The Board recessed to closed session at 5:34 p.m. to discuss Public Employee Performance Evaluation – Superintendent and Public Employee Discipline/Release /Dismissal.

**CLOSED
SESSION**

Open Session

The Board reconvened to open session at 5:53 p.m. President Hawkins reported no Action was taken during closed session.

OPEN SESSION

Public Hearing Regarding Calling an Election for an Education Parcel Tax

There was no one from the Public to speak to this item.

**PUBLIC HEARING
– PARCEL TAX**

Resolution No. 1228-08/16 Ordering an Election for the Purpose of Submitting the Question of Levying an Education Parcel Tax

Superintendent Manzo introduced the item stating the Resolution is to order an Education Parcel Tax on the November 8, 2016 Election Ballot for the purpose of submitting to the voters in the District the matter of levying a qualified special tax on each parcel in the District pursuant to California law for educational purposes and to designate specifications, to request consolidation with all other elections held in the District on such date, and to request the Santa Clara County Registrar of Voters to perform election services for the District.

He stated, as required, a public hearing was held by the Board earlier in the evening to receive public comment regarding whether the District should call an election for a parcel tax.

The Board reviewed the timeline and background of previous Board discussions pertaining to an Education Parcel Tax:

- December 2015 – The Board begins discussions regarding placement of an education parcel tax on the November 8, 2016 election ballot.
- January 2016 – Board direction is provided to begin work with a consultant to determine community interest and the potential of voters to approve an education parcel tax.
- April 2016 – The Board provided feedback on a draft survey, process, and timeline prepared by Saggau DeRollo and Fairbank, Maslin, Maullin, Metz & Associates (FM3).
- May 2016 - Parcel tax survey was conducted in English, Spanish and Vietnamese and 400 Oak Grove School District voters responded.
- July 2016 – The Board receives results and findings of the survey.
- July 2016 – San José Mercury News publishes the August 2, 2016 Public Hearing announcement.

Member Adams stated she appreciates the many opportunities the Board had to discuss this parcel tax and that she supports this item.

Dominic Rizzi, Acting President of the Oak Grove Educators Association commented OGEA is in support of this item. He asked the Board to comment on what kind of community outreach the Board anticipated and expressed his hope that the bulk of the communication would not fall upon teachers. Board Members responded that they personally plan to walk precincts and that effort will be made to communicate with San Jose City Council, community liaisons and various groups within the community such as neighborhood associations and senior citizens groups. The Superintendent commented that he has already been in contact with Councilmembers informing them of a potential measure for Oak Grove and that the District Leadership and Executive teams will have active involvement during their personal time. The Board also stated there will be volunteer involvement from the Board as liaisons on an Oversight Committee once it is formed.

Prior to the roll call vote, Board Members discussed the language in the full text of the Measure, as documented in Exhibit A-1 and Exhibit B. The Board came to agreement that the line “improving campus security/health services” be modified to the following:

RESOLUTION NO
1228-08/16 -
PARCEL TAX
ELECTION
ORDER

Resolution No. 1228-08/16 Ordering an Election for the Purpose of Submitting the Question of Levying an Education Parcel Tax (continued)

“improving health, safety, security, and maintenance services”.

RESOLUTION
NO. 1228-08/16 -
PARCEL TAX
ELECTION
ORDER

On motion by Member Adams and second by Member Bauer the Board of Trustees adopted Resolution No. 1228-08/16 ordering an election for the purpose of submitting the question of levying an education parcel tax; with modified language to Exhibit A-1 and B and any other references therein to state “improving health, safety, security, and maintenance services”, with the following roll call vote:

Ayes:	Members Adams, Nishihara, Bauer Noel, and Hawkins
Noes	None
Absent:	None
Abstaining:	None

First Reading - Board Policy 1312.3 Uniform Complaint Procedure

Superintendent Manzo introduced the item noting review of the policy to address requirements by the Federal Monitoring Program (FPM) for applicable state and federal laws and regulations.

FIRST READING
BOARD POLICY
1312.3 -
UNIFORM
COMPLAINT
PROCEDURE

On motion by Member Noel and second by Member Bauer, the Board of Trustees approved Board Policy 1312.3 Uniform Complaint Procedure, for First Reading and set a date for Second Reading on August 25, 2016, with the following roll call vote:

Ayes:	Members Adams, Nishihara, Bauer Noel, and Hawkins
Noes	None
Absent:	None
Abstaining:	None

Adjournment

On motion by Member Adams and second by Member Bauer the meeting was adjourned at. 6:18 p.m., with the following vote:

ADJOURNMENT

Ayes:	Members Adams, Nishihara, Bauer, Noel, and Hawkins
Noes	None
Absent:	None
Abstaining:	None

José L. Manzo, Superintendent

Mary Noel, Vice President/Clerk

OAKGROVESCHOOL DISTRICT
BOARD OF TRUSTEES

Minutes/Unadopted
Regular Board Meeting
Yvonne Cook Board Room
July14, 2016

Dennis Hawkins, President of the Board of Trustees, called the meeting to order at 5:06 p.m. | CALL TO ORDER

Members present: Dennis Hawkins, President
Mary Noel, Vice President
Carolyn Bauer
Jeremy Nishihara
Jacquelyn Adams

Others present: José L. Manzo, Superintendent
Andrew Garcia, Assistant Superintendent
Maria Wetzel, Assistant Superintendent
Interested Community and Staff Members
Laura Stricker, Recording Secretary

Set the Agenda

On motion by Member Bauer and second by Member Noel, the Board of Trustees set the Agenda, with the following vote:

Ayes: Members Adams, Bauer, Hawkins, Nishihara and Noel
Noes: None
Absent: None
Abstaining: None

SET THEAGENDA

Closed Session

The Board recessed to Closed Session at 5:07 p.m. to discuss Public Employee Performance Evaluation, Superintendent and Public Employee Discipline/Release/Dismissal.

CLOSED SESSION

Open Session

The Board reconvened to Open Session at 5:20 p.m. President Hawkins welcomed those in attendance; and explained the process to be followed in conducting the Board Meeting, including the presentation of information to the Board and the manner in which those present could address the Board during the meeting, either regarding specific agenda items or during "Public Comment." Also explained, were the implications/restrictions of the Brown Act on comments made at meetings of governmental bodies in California.

OPEN SESSION

Flag Salute

President Hawkins led the Flag Salute.

FLAG SALUTE

Closed Session

President Hawkins reported no Action was taken during Closed Session regarding Public Employee Performance Evaluation, Superintendent or Public Employee Discipline/Release/ Dismissal.

Public Comment

There were no comments from the public.

Consent Agenda

Superintendent Manzo presented the Consent Agenda, noting these are routine items requiring Board Action.

On motion by Member Bauer and second by Member Nishihara, the Board of Trustees approved the Consent Agenda, with the following roll call vote:

Ayes:	Members Adams, Nishihara, Bauer, Noel and Hawkins
Noes:	None
Absent:	None
Abstaining:	None

Resolution No. 1225-07/16 – Issuance and Sale of 2016 General Obligation Refunding Bonds Series B

Superintendent Manzo stated there have been a number of presentations providing information to the Board with various options regarding refunding opportunities of previous Bonds. He introduced Courtney Jones from Jones Hall, John Baracy from Stiffel, Nicolaus & Company, and John Greenlee from Caldwell Flores Winters to present the item. The Superintendent mentioned it has been a goal of the Board for some time to convert the Capital Appreciation Bonds (CABs) into Current Interest Bonds (CIBs) in order to provide tremendous savings to tax payers in the community.

President Hawkins asked for questions and/or comments from the Board and the public. There were none.

On motion by Member Bauer and second by Member Adams, the Board of Trustees approved Resolution No. 1225-07/16 authorizing the issuance and sale of 2016 General Obligation Refunding Bonds, Series B in the maximum principal of \$21,500,000 to refund outstanding General Obligation Bonds, and approve all related documents and actions, as presented, with the following roll call vote:

Ayes:	Members Adams, Nishihara, Bauer, Noel and Hawkins
Noes:	None
Absent:	None
Abstaining:	None

President Hawkins commented, the Board has reviewed this topic many times and he believes the Board and Administration have done due diligence with regard to this item. He thanked the legal and financial advisors, and reiterated it has been a long standing goal of the Board to refund the Capital Appreciation Bonds.

CLOSED SESSION

PUBLIC COMMENT

CONSENT AGENDA

RESOLUTION NO.
1225-07/16

Resolution No. 1227-07/16 – Board Member Absence

Superintendent Manzo presented the item stating this Resolution is needed entitling a Board Member to be paid when there is an absence due to illness/emergency/hardship deemed acceptable by the Board.

On motion by Member Adams and second by Member Noel, the Board of Trustees approved Resolution No. 1227-07/16 as presented, with the following roll call vote:

Ayes:	Members Adams, Bauer, Noel and Hawkins
Noes:	None
Absent:	None
Abstaining:	Member Nishihara

At this time, the Board took a short recess.

Parcel Tax Survey Results

Superintendent Manzo introduced Dustin DeRollo from Saggau DeRollo to present the information and expressed appreciation to Courtney Jones of Jones Hall for working on a draft Resolution for the Board to review.

Mr. DeRollo noted Miranda Everitt from FM3 will be joining the meeting shortly and will also be able to provide answers to any questions with regard to the survey. Mr. DeRollo reviewed the methodology of the survey as follows:

- Survey of 400 Oak Grove School District voters likely to participate in the November 2016 election
- Conducted May 5-10, 2016 in English, Spanish and Vietnamese via landline and cell phones
- Margin of error +/-4.9% at the 95% confidence interval
- Some percentages do not sum to 100% due to rounding

He reviewed voter responses to questions about their view of the community and District, and noted voters are optimistic about the direction of the community. President Hawkins asked how those responses compare to other districts in the area. Mr. DeRollo stated the results are typical for the area. Ms. Everitt continued the presentation by reviewing various questions the survey encompassed and the results to those questions. She noted three in ten voters believe the District is managing its budget, commenting this is likely due to few voters knowing details about the District's enrollment or finances. She suggested the District might want to consider this when reaching out to the community. In summary, Ms. Everitt stated voters view the District and local schools positively, few know many details about enrollment or financial management, and have a strong perception that local schools need additional funding.

Potential ballot language was tested during the survey resulting in support of the measure at just above the two-thirds voter threshold. Voter perceptions related to the need for funding, importance of local schools on personal quality of life, and District

RESOLUTION NO.
1227-07/16

PARCEL TAX
SURVEY
RESULTS

Parcel Tax Survey Results (continued)

financial management were also surveyed. It was noted that gender does not appear to play a large role, however partisan affiliation and age groups do correspond to the level of support. The survey revealed renters and lower-income voters are supportive, as well as those with lower levels of education. Voters of color appear to be more supportive than white voters. Percentages of support by trustee area indicated two-thirds support in four out of the five trustee areas. Lastly, results showed voters with school-age children attending Oak Grove schools are very supportive.

Prior to reviewing the structure and spending priorities section, a typographical error on slide 28 was noted. The survey question on that slide shows the word “bond”, however it was confirmed the words “Parcel Tax” were used when the question was asked of those taking the survey.

Mr. DeRollo and Ms. Everitt continued the presentation commenting voters find the most appealing accountability provision is keeping funds local. The survey revealed voters want to have a say in the duration of the tax. There was discussion regarding how taxes such as these are terminated, and it was stated termination can be initiated by the District or voters.

Information on the structure and priorities included expanding math and science programs, a solid majority value class size, after-school programs health services and the arts. Clarification was provided on how split samples were presented and ranked, and it was noted that results of that data is used to most favorably present the wording of the Measure. Ms. Everitt shared parent programs generated little intensity and few saw lengthening school days as a priority. Voters prioritized expanding STEM Programs over classroom computer technology. In summary, it was reported the duration of the tax and size are less critical to most voters; however, a smaller tax might make tentative supporters more committed to the Measure. It was clear voters would like funds spent on STEM Programs and on attracting and retaining high-quality teachers.

Positive and negative type messaging questions were reviewed and percentages by segmenting the electorate were displayed as 57% a consistent “yes” and 20% a consistent “no” vote, with 22% falling in the “swing” category by being undecided or switching positions.

Conclusion of the survey was shared as follows:

- A solid majority of District voters are inclined to support a parcel tax measure.
- Voters generally view the District favorably, value their local schools, and feel they need additional funding.
- Many are unfamiliar with the District’s financial situation, which can result in voting in either direction. While learning about the funding needs can be compelling, learning about the District’s reserves may call into question the need for funding.
- The measure is viable, but will be very challenging given the two-thirds vote threshold. Support did not increase after positives were tested, but fell below two-thirds after negatives were tested.

PARCEL TAX
SURVEY RESULTS

Parcel Tax Survey Results (continued)

Superintendent Manzo asked what percentage of voters vote through absentee ballots. Mr. DeRollo replied the number is approximately 69% and absentee voters typically hold their ballots for a few weeks before submitting.

Member Nishihara had questions about how to respond to arguments against the measure and Mr. DeRollo suggested not countering the argument, but rather reinforce the District's message. Member Nishihara asked how voters in the District might distinguish our Measure from Prop 30; Mr. DeRollo responded he doesn't believe the two will be competing, but instead reinforce one another.

President Hawkins commented that East Side has a bond measure on the ballot at the same time and expressed concern of that having a negative impact on the District's campaign. Mr. DeRollo stated, in general, it is typical for voters to lean toward elementary measures when given a choice between high school and elementary districts.

Superintendent Manzo stated staff needs direction from the Board regarding the duration of the tax and the rate of the tax. Ms. Jones added we also need to specify if the District will provide any exemptions, and whether there will be annual audits and an oversight committee. She noted the requirement for audits and an oversight committee do not pertain to a parcel tax as they do in a Bond Election.

After some discussion among Board Members, the consensus was to set the tax rate at \$132.00 for a term of 9 years with an oversight committee and an annual audit. The District's current parcel tax offers a senior exemption, therefore there should be an exemption offered with this tax as well. Superintendent Manzo reviewed the Election timeline, noting a Special Board Meeting is scheduled on August 2nd for a public hearing and an action item to approve a Resolution for the measure. Ms. Jones stated Jones Hall is currently assisting staff with publishing the public hearing information.

Proposed Board Agenda Memoranda Format and Content

President Hawkins commented he has some concerns in maintaining transparency with how the Board receives information and the level of detail on items contained on Board Agendas. He suggested a more standardized method of format and content for agenda information and action items. He noted he has reviewed various formats from other jurisdictions, and referenced the format provided in the Board backup for consideration. President Hawkins stated whereas a PowerPoint could be used as a tool during a presentation, it should not be the means of providing information. He believes it would be easier for the community and the Board to understand an item from the text in the Memoranda providing information on the item.

Member Adams indicated she reviewed the documentation and commented in her experience in preparing board memoranda, the proposed format is too expansive. She suggested a different format which provides some commonalities as well as a process which includes memoranda review by a committee before the item comes to the Board. President Hawkins suggested forming a subcommittee to review options and bring back to the Board a recommendation.

PARCEL TAX
SURVEY RESULTS

PROPOSED BOARD
AGENDA
MEMORANDA
FORMAT AND
CONTENT

Proposed Board Agenda Memoranda Format and Content (continued)

There was discussion amongst Board Members on the impact and amount of time this format will have on administration. The level of detail was also discussed as it was mentioned the same level of detail will not necessarily be needed for every type of item. It was decided information would be presented to the Board at a Board Workshop after a subcommittee consisting of President Hawkins and Member Adams in conjunction with the Superintendent prepare a draft format to be considered by the Board. The draft will incorporate comments from tonight's meeting.

Superintendent Manzo stated he believes having a more standard format will allow meetings to flow in a more natural and consistent way and will be helpful to staff. He commented staffs priority is to be at school sites and he hopes to find a balance between the amount of time spent on agenda memoranda and time supporting the sites. Member Hawkins mentioned he believes we also need to consider the impact on the community in providing transparency in these matters.

Proposed "Good Neighbor" Policy

President Hawkins expressed concern the District is not doing enough community outreach on projects impacting neighborhoods and the surrounding community. He commented this was brought on by a recent news article where changes near Frost School had an impact on the neighborhood and it appeared there was no community input. He continued, stating this has happened in the past as well, not just under the current administration and provided various examples. President Hawkins commented he believes it is good public practice to work with the community. He indicated there is a need for a policy to direct administration on what the expectations are which includes a process in communicating with the public.

Member Nishihara commented he believes staff also needs the opportunity to provide input. Member Noel noted there is already a policy in place that covers some of these issues and rather than create a new policy, the Board should review policies already in effect and expand on or strengthen those.

There was discussion on ways to engage communities, including forums and the use of social media and technology. Superintendent Manzo commented staff will need specifics on expectations of when community engagement is needed. It was suggested that the policy subcommittee further define a process and President Hawkins suggested beginning the process by gathering input from neighborhood associations, Leadership Team, parent communities, etc. Once input is received it would be referred to the policy subcommittee to formulate a policy specific in providing the administration guidelines and framework.

President Hawkins suggested he work with administration to develop a plan to back to the Board, which will include reviewing existing policies. Board Members expressed the need to determine where this item will fit into current priorities. Superintendent Manzo suggested he and President Hawkins begin by brainstorming different ideas and bring suggestions back to the Board, the Board Members agreed that would be a good start. Member Nishihara suggested perhaps adding this as one of the Boards' goals to work on during the year as there are many issues staff and the Board are undertaking.

PROPOSED BOARD
AGENDA
MEMORANDA
FORMAT AND
CONTENT

PROPOSED "GOOD
NEIGHBOR"
POLICY

Communications

The Board received an updated Board Activities Calendar listing a variety of events and activities for Board members' attendance and participation.

COMMUNICATION

Board Discussion

Member Adams shared she visited Baldwin school's Camp Invention Summer Program where the scientist who invented the first microprocessor in 1970 was a guest. She shared the students used things in their natural environment to be creative. She commented the children had a wonderful time they and enjoyed the presentation. She noted Principal Millner was able to secure funding to provide scholarships to over 100 students to attend the program.

BOARD
DISCUSSION

Adjournment

On motion by Member Bauer and second by Member Adams, the meeting was adjourned at 7:24 p.m. by unanimous vote.

ADJOURNMENT

José L. Manzo, Superintendent

Mary Noel, Vice President/Clerk

CERTIFICATED PERSONNEL ORDER

PROBATIONARY CONTRACTS:

Effective: 8/10/2016

Jose Acosta
Davis – PE

Vanessa Avila
Anderson – TWBI

Martha Bejar
Bernal – SDC

Nicholas Bressani
Davis – SDC

Jimmy Bui
Bernal – Science

Gema Chimal
Parkview – K/6

John Cruz
Davis – Science

Jodie Edwards-Right
AdVenture – Language Arts

Pamela Ellis
Bernal – SDC

Howard Gipstein
Hayes - SDC

Kari Hansen
Bernal – RSP

Shirley Herrera
Stipe – Bilingual

Christine Hogen-Esch
AdVenture – Math

Ryan Jaimes
Bernal – Science

PROBATIONARY CONTRACTS:
(continued)

Darlene Joseph
Itinerant – Speech

Alina Kapilevich
Anderson – SDC

Sahira Larios
Edenvale – Bilingual K

Rosalinda Lemus
Baldwin – SDC Pre-K

Anita Lopez
Itinerant – Psychologist

Ana Cristina Menodza
Anderson - TWBI

Una Mendoza
Davis – SDC

Eric Misenhimer
Academy

Nancy Nordland
Itinerant – RSP

Celia Parson
Bernal – Art

Yalda Rashid
Davis – Language Arts

Ryan Reid
Davis – Math

Megan Sullivan
Herman – Band

Hanh Truong
Bernal – Math

Katherine Verbera
Baldwin – SDC Pre-K

TEMPORARY CONTRACTS:
Effective: 8/10/2016

Amanda Amaral
Miner – K/6

TEMPORARY CONTRACTS:
(continued)

Stefani Amaral
Miner – K/6

Samuel Barocio
Davis – SS

Annessa Bock
Edenvale – K/6

Daniel Brandt
Edenvale – K/6

Alejadra Carlon
Del Roble – K/6

Carrie Cassera
Santa Teresa – K/6

Rebecca Chiang
Edenvale – K/6

Rosie Clayton
Herman - Science

Ashley Cowdin
Baldwin – K/6

Reina Cruz
Frost – K/6

Heather Denman
Edenvale – K/6

Stephanie Dias-Diniz
Edenvale – K/6

Kelsey Dumas
Oak Ridge – K/6

Melissa Dyer
Frost – K/6

Jessica Ebert
Anderson – K/6

Aaron Eckels
Christopher – K/6

TEMPORARY CONTRACTS:
(continued)

Amanda Fickett
Glider – K/6

Theresa Galvan
Oak Ridge – K/6

Nicole Garabetian
Sakamoto – K/6

Alissa Garcia
Hayes – K/6

Cassandra Garcia
Herman – Math

Kristina Gress
Christopher – K/6

Katie Harrington
Oak Ridge – K/6

Nicole Hiebert
Glider – K/6

Natalie Kastrup
INDIGO – K/6

Adam Keasey
Edenvale – K/6

Colleen Kenyon
Edenvale – K/6

Jennifer Kong
Taylor – K/6

Erin Magill
Edenvale – K/6

Lauren Maragoni
Santa Teresa – K/6

Cassandra March
Oak Ridge – K/6

John Marcoida
Miner – TK

TEMPORARY CONTRACTS:
(continued)

Brianna Margozzi
Miner – K/6

Madeline Marshall
Sakamoto – K/6

Olena McLin
Stipe – K/6

Ashley Metcalfe
Del Roble – K/6

Krystina Miller
Del Roble – K/6

Anica Moss
Christopher – K/6

Bao-Tran Nguyen
Oak Ridge – K/6

Lisa Obara
Miner – K/6

Janhavi Pendse
Stipe – K/6

Melinda Pereira
Sakamoto – K/6

Elizabeth Pham
Sakamoto – K/6

Janae Peirre
Sakamoto – K/6

Amanda Priest
Edenvale – K/6

Alisse Rout
Parkview – K/6

Kathryn Ruffo
Glider – K/6

Rosalee Sanborn
Santa Teresa – K/6

TEMPORARY CONTRACTS:
(continued)

Gina Shepard
Oak Ridge – K/6

Susan Sinn
Christopher – K/6

Kerry Sommer
Edenvale – K/6

Nicole Soutar
Oak Ridge – K/6

Brittany Stagg
Parkview – K/6

Hanh Thompson
Stipe – K/6

Doug Vaplon
Anderson – K/6

Christina Vierra
Parkview – K/6

Angelika Ward
INDIGO – K/6

Krista Warner
Sakamoto – K/6

Catharine Zuanich
Miner – K/6

LEAVE OF ABSENCE
Effective: 2016-2017 School Year

Lynne Martinez
OGEA President
Personal

Jessica Paolini
Sakamoto – 6th
Child Rearing

Kelley Thompson
Frost – 6th
Child Rearing

TRANSFERS/PROMOTION:

Keely Berg
From: ESD – ELTP
To: Bernal – Assistant Principal
Effective: 8/1/2016

Vern Caruz
From: Davis – Assistant Principal
To: Stipe – Principal
Effective: 8/3/2016

Binh Do
From: Stipe – 6th
To: Frost – 6th
Effective: 8/10/2016

Melissa Chaffin
From: Edenvale
To: Santa Teresa – 1st
Effective: 8/10/2016

Julie Federman
From: Miner
To: Del Roble – ELTP
Effective: 8/10/2016

Angelica Hernandez
From: Edenvale
To: Del Roble – 2/3
Effective: 8/10/2016

Christine Hogen-Esch
From: Frost – 6th
To: AdVenture – Math
Effective: 8/10/2016

Pamela Race
From: Edenvale
To: Santa Teresa – 3rd
Effective: 8/10/2016

Jeremiah Podczasy
From: Adventure – Math
To: Herman – Assistant Principal
Effective: 8/1/2016

Valerie Ruiz
From: Bernal – SDC
To: Special Ed. – Coordinator
Effective: 8/1/2016

SHARED CONTRACTS:

Effective: 2016-2017 School Year

Anderson – Shannon Gutierrez/Marnie Scharmer
Christopher – Amanda Fine/Kristina Gress
Glider – Heather Zorn/Danna Saunders
Sakamoto – Kara Solomon/Sandra Lopez
Sakamoto – Danielle Gentry/Melissa Donahoe
Santa Teresa – Beth Charles/Carrie Cassra
Santa Teresa – Jamie Kim/Kim Guerra
Santa Teresa – Jenn Anderson/Rosie Sanborn

INCREASE IN FTE

Effective: 08/10/2016

Bevlee Doran
Sakamoto – 4th
From: .60 FTE
To: 1.0 FTE

RESIGNATION:

Jennie Bolger
Bernal – Science
Personal
Effective: 06/07/2016

Elisa Gruwell
Bernal – Math
Personal
Effective: 06/07/2016

Juliane Jones
Stipe – Principal
Other Employment
Effective: 7/12/2016

Andrew “Drew” Marino
Davis – PE
Other Employment
Effective: 06/07/2016

Amanda Marquez
Sakamoto – 4th
Moved
Effective: 06/07/2016

Mara Milinic
Santa Teresa 5/6
Other Employment
Effective: 06/07/2016

RESIGNATION:

Briahna Rousseau
Sakamoto – 2nd
Moved
Effective: 06/07/2016

Martha Serrano
Edenvale – 00K Bilingual
Other Employment
Effective: 06/07/2016

REGULAR RETIREMENT:

Alma Maldonado-Castro
Ed Services – ELTP
Effective: 6/30/2016

Regular Board Meeting
August 25, 2016

CLASSIFIED PERSONNEL ORDER

NEW HIRE:

Diane Fukuda
Program Assistant – Itinerant
Replacing: Lori Holt
Effective: 8/8/16

Kristine Hodson
CCC, Specialist I – Baldwin Preschool
New Position
Effective: 8/11/16

Anthony Valdez
Manager of Operations I – Custodial and Transportation
Replacing: Miguel Cruz
Effective: 8/15/16

RETURN FROM LEAVE:

Tina Kerwan
Food Service Worker I – Davis Intermediate
Effective: 8/11/16

LEAVE OF ABSENCE:

Julie Brechtel
Food Service Worker I – Ledesma Elementary
Effective: 8/11/16

Carla Dickerson
Health Clerk – Hayes Elementary
Reason: Long Term Substitute, School Secretary
Effective: 8/1/16

Marites Marcelo
Occupational Therapist – Pupil Services, Special Ed
Effective: 5/24/16

Alonzo Parks
Gardener – Maintenance
Effective: 7/12/16

Karen Somrak-Marquez
Health Clerk – Parkview Elementary
Reason: Long Term Substitute, Secretary
Effective: 8/1/16

August 25, 2016

TRANSFER/
PROMOTION:

Sabrina Bocanegra
I.A., Special Ed. – Baldwin Elementary
From: Oak Ridge Elementary
Replacing: Mitsuro Briosio
Effective: 8/10/16

Maria Bucio Armas
Food Service Worker I – Anderson Elementary
From: Anderson Elementary
Replacing: Elizabeth Zepeda
Effective: 8/11/16

Jamie Dias
Food Service Worker II – Herman Intermediate
From: Food Service Worker I, .7500 FTE
To: Food Service Worker II, .8125 FTE
Replacing: Josefina Franco
Effective: 8/10/16

Laurie Greco
I.A., Special Ed. – Bernal Intermediate
From: Sakamoto Elementary
Replacing: Denise Harris
Effective: 8/15/16

Deann McEvoy
Library Clerk – Bernal Intermediate, .5000 FTE
From: Ledesma/Miner Elementary, .4375 FTE
Replacing: Ann Little
Effective: 8/10/16

Julia Murphy
I.A., Special Ed., 1:1 – Davis Intermediate
From: Indigo
Replacing: Dana Johnson
Effective: 8/15/16

Maria Ramirez
Lead Custodian – Del Roble Elementary
From: Parkview Elementary
Replacing: Anthony Lam
Effective: 7/8/16

August 25, 2016

TRANSFER/
PROMOTION:
(cont'd)

Elizabeth Zepeda
Food Service Worker II – Bernal Intermediate, .8125 FTE
From: Food Service Worker I – Anderson Elementary, .4688 FTE
Replacing: LizaBeth Valderaz
Effective: 8/11/16

Rong Rong Xin
Food Service Worker I – Davis Intermediate
From: Food Service Worker I – Herman Intermediate
Replacing: Phuong Nguyen
Effective: 8/11/16

END OF TEMPORARY
REASSIGNMENT:

Patricia Edwards
Food Service Worker I – Herman Intermediate
Effective: 8/11/16

Larry Powell
Custodian, Roving – District Wide
Effective: 5/31/16

Salvatore Rotola
Custodian – Del Roble/Sakamoto Elementary
Effective: 7/7/16

LONG TERM
SUBSTITUTE:

Carla Dickerson
School Secretary – Hayes Elementary
Replacing: Maria Garcia
Effective: 8/1/16

Karen Somrak-Marquez
School Secretary – Parkview Elementary
Replacing: Angela Forbes
Effective: 8/1/16

RESIGNATION:

Ian Sands
I.A., Special Ed. – Hayes Elementary
Effective: 6/7/16

RETIREMENT:

Van Do
School Bus Driver – Transportation
Effective: 8/15/16

Ann Little
Library Clerk – Bernal Intermediate
Effective: 6/9/16

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Agreement for 2016-2017 Service between
Oak Grove School District and Music for Minors** Consent X

DATE: **August 25, 2016** Agenda Item A-5

REPORTED BY/
PERSON

RESPONSIBLE: **Maria Wetzel**

RECOMMENDED
ACTION:

It is recommended that the Board of Trustees approve the agreement between Oak Grove School District and Music for Minors for implementation of the Professional Educator Program for students in Transitional Kindergarten through 2nd grade at Christopher, Stipe, Miner, Edenvale and Ledesma Elementary Schools, as presented.

Description/Proposal:

Music for Minors (MFM), a non-profit 501(c) 3 organization, serves as a music education organization in Santa Clara and San Mateo Counties. MFM will provide music instruction for students in grades TK-2 funded by Oak Grove School District.

Music class will be one time per week for 24 weeks and will be scheduled in accordance with the schools' academic calendar to occur between September 2016 and April 2017.

MFM agrees to perform all the services of this agreement for a sum not to exceed \$41,250.00, for the Professional Educator Program, which will include all independent contractor costs, orientation, administrative overhead, and liability insurance.

**AGREEMENT FOR SERVICES BETWEEN THE
OAK GROVE SCHOOL DISTRICT AND MUSIC FOR MINORS
For the implementation of the Music for Minors Professional Educator Program**

This agreement is made on or about June 21, 2016 by and between the Oak Grove School (DISTRICT) and Music for Minors (MFM).

Whereas, the DISTRICT desires to obtain services for the administration of ***The Music for Minors Professional Educator Program*** at the following Oak Grove schools: Christopher, Edenvale, Ledesma, Miner, and Stipe.

Whereas, MFM is a non-profit 501(c) 3 organization, and serves as a music education organization in Santa Clara and San Mateo Counties; and

Whereas, MFM wishes to provide administrative support to the DISTRICT for a program to select, place, and coordinate music instructors in public elementary schools in San Jose, California.

Now, therefore, the parties agree as follows:

1. SERVICES

MFM agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this agreement.

2. SCOPE OF SERVICES

MFM agrees to provide ***Music for Minors Professional Educator Program*** to the DISTRICT. Specifically, MFM will provide trained music instructors to teach General Music to transitional kindergarten, first, and second grade students in the above mentioned schools as follows:

- ☐ Duration of classes will be 30 minutes per session.
- ☐ Frequency of classes will be one time per week for 24 weeks.
- ☐ Classes will be scheduled between September 19, 2016 and May 12, 2017.
- ☐ MFM will contract with music instructors who are independent contractors.
- ☐ MFM will supervise instructors' work.
- ☐ MFM will design and implement evaluation procedures for the program.
- ☐ MFM will meet with principals and district personnel as required.
- ☐ MFM will provide a Program Director to coordinate the program.
- ☐ MFM will maintain an instrument and teaching materials inventory.

MFM owns all right, title and interest, including all related Intellectual Property Rights, in and to the teaching curriculum, technology, content, percussion instruments, recorders, and the Services provided by MFM. The MFM logo and the product names associated with the services are trademarks of MFM and no right or license is granted to use them by this Agreement.

3. USE OF SUBCONTRACTORS

MFM will retain all instructors for the ***Music for Minors Professional Educator Program***. It is understood that this Agreement by and between the DISTRICT and MFM is not intended to and shall not be construed to create the relationship of agent, servant, employee, joint venture or association, or any other relationship whatsoever with the instructors and there is no relationship other than that of Independent Contractor between the DISTRICT and MFM.

It is understood that the instructors are independent contractors with MFM. The DISTRICT agrees not to solicit said instructors for employment for any general music program without the prior written consent of MFM. MFM will be responsible for payment to instructors.

4. INSURANCE

MFM carries liability insurance to cover public liability for services provided under this contract. The DISTRICT is responsible to provide a safe environment for classes.

5. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, MFM shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

6. INDEMNIFICATION

MFM agrees to indemnify, defend, and hold harmless the DISTRICT, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising from MFM's performance of this agreement. The DISTRICT agrees to indemnify, defend, and hold harmless MFM, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this Agreement.

7. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid mutually. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this agreement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

8. FINGER PRINTING AND BACKGROUND CHECKS

MFM is approved by the Department of Justice to receive background checks on its instructors and, upon request, will provide to DISTRICT written verification that the instructors have passed the State and Federal background checks.

9. COMPENSATION

MFM agrees to perform all the services of this agreement for a sum of \$41,250.00 for the ***Music for Minors Professional Educator Program*** which will include all independent contractor costs, orientation, materials (including curriculum, percussion instruments, music books, CDs, printed music education material, etc.), administrative overhead, and liability insurance.

DISTRICT shall pay \$8,250.00 on invoice #1 to MFM at the time of execution of this Agreement. MFM shall submit invoice #2, & #3 thereafter as detailed below:

	# of Classes	Amount Due	Payment Due Date
Invoice #1	Estimate 33	\$8,250.00	Time of Contract Execution
Invoice #2		\$16,500.00	December 15, 2016
Invoice #3		\$16,500.00	March 15, 2017

In the event that the cumulative actual number of classes falls below or exceeds the estimated 33 classes, the compensation shall be adjusted at the rate of \$1,250.00 per class. Adjustments will be reflected in the last invoice.

The DISTRICT agrees to make payment on or before the payment due dates above but in no event shall payment be made later than thirty (30) days from receipt of each invoice.

Program fees will be renegotiated at the end of each academic cycle based on the level of private funding MFM secures for the implementation of MFM programs in DISTRICT, with an expectation of DISTRICT moving toward the average Title 1 Professional Educator program fees by 2018-2019.

10. TERMINATION

Either party may terminate this Agreement on 30 days written notice to the other party. In the event that DISTRICT terminates this Agreement, DISTRICT shall pay to MFM the prorata compensation for services already rendered through the date of termination and the reasonable startup costs incurred by MFM prior to the date of termination.

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officers:

Oak Grove School District

By Signature of Officer and Title

José L. Manzo, Superintendent
6578 Santa Teresa Blvd, San Jose, CA 95119

Date_____

Music For Minors

By Signature of Officer and Title

Sonja Palmer
Music For Minors, Executive Director
1100 Industrial Road, Suite 10
San Carlos, CA 94070

Date_____

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Awarded Contract for Delivery of
Unleaded Gasoline and Diesel Fuel**

Consent X

Agenda Item A-6

DATE: **August 25, 2016**

REPORTED
BY/PERSON

RESPONSIBLE: **Laura Phan**

RECOMMENDED ACTION: **It is recommended that the Board of Trustees approve the awarded contracts for delivery of unleaded gasoline to Valley Oil Company diesel fuel to Mansfield Oil Company.**

Description/Proposal:

The Oak Gove School District Purchasing Department along with East Side Union High School District and New Haven Unified School District combined efforts with this bid process in order to reduce the overall profit margin by bidding larger quantities of orders that will be placed for fuel. A "piggyback" option was included in the bid process to allow other school districts to have access to our bid pricing if they determine the bid to be beneficial to their respective districts. Oak Grove will not be involved with nor take responsibility for other school districts that elect to piggyback on this bid.

The Purchasing Department advertised this bid in accordance with Public Contract Code and sent bid packages to eleven fuel providers. The District received five responsive and responsible bids. The bids were opened on August 12, 2016 by the Fiscal Manager and the Purchasing/Financial Technician. The contract shall be for three years, renewed on an annual basis.

The Mark Up Cost for Unleaded and Diesel Fuel will be added to the morning daily average published by the Oil Price Information Service (OPIS) at the time of purchase in addition to the CAR (Cap at rack), Federal and State taxes including 8.75% California State Sales Tax.

Bid Results follow:

	Mark Up Cost (/gal) Unleaded Fuel	Mark Up Cost (/gal) Diesel Fuel
Valley Oil Company	- .009	- .006
Mansfield Oil Company	+ .0074	- .0003
Petroleum Traders Corp	- .0124	+ .0107
Southern Counties Oil Co	- .0194	+ .0106
Western States Oil (Spartan)	- .04	-.0068

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **BOARD-APPROVED LIST OF
FUNDRAISING ACTIVITIES**

Consent X

Agenda Item A-7

DATE: **August 25, 2016**

REPORTED
BY/PERSON

RESPONSIBLE: **Maria Wetzel**

RECOMMENDED

ACTION: **It is recommended that the Board of Trustees approve the list of
recommended fundraising activities for the 2016-2017 School Year.**

Description/Proposal:

District Administration is seeking Board approval of fundraisers for all District schools. Each Home and School Club organization will select fundraisers from the approved list. Proceeds from the fundraising activities selected will be used to purchase materials and provide enrichment activities such as: sixth grade science camps, assemblies, field trips, room parties, student recognition awards, playground equipment, school beautification, and teacher appreciation awards.

FUNDRAISERS:

AMC Tickets	Internet Fundraising Options
Auctions	Jump Rope for Heart Program
Book Fairs	Magazine Sales
Boutiques/Flea Markets	Mixedbag Drive - NEW
Business Rebate Programs to Benefit Schools (e.g.,	Parent Dinner Dances
Oak Ridge Mall, Office Depot)	Parent Golf Tournaments
Carnivals, Haunted Houses	Parents Night Out
Cheese Tins Sales	Pennies for . . .
Collection & Grocery Receipts & Labels	Poinsettia Sales/Holiday Trees
Contributions/Donations	Portraits
Community Dinners (Spaghetti, etc.)	Product Sales
Community Pledge Drives	Profit Sales (McDonalds, Burger King, Script/E-Script)
Cookbooks	Recycling Drive - NEW
Endowment Card Program through California	School Pictures
Fall Harvest - NEW	School Shirts, Hats, Bags, Pencils, Pens, Folders
Family Night Dinners at Restaurants	Science/Art Fairs
Fashion Shows	Skating Parties
Food Sales (Ice Cream, Popcorn, Pizza, etc.)	Spellathons, Walkathons, Mathathons
Fun Runs	Spirit Month
Game Nights - NEW	Student ASB Dances - NEW
Giftware & Wrapping Paper Sales	Student Stores
Golf and Night	Supermarket Cards
Goodwill Drive - NEW	Talent Shows
Holiday Cards/Workshops/Stores	Tupperware Sales
Holiday Grams	VIP Members Card (www.TheVIPCard.com)
Home & School Club sponsored Movie Nights - NEW	Yearbooks
Ice Cream Socials	

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Memorandum of Understanding between
Oak Grove School District and Sobrato Family
Foundation - 2016-17 Sobrato Early Academic
Language (SEAL) Pilot at Miner, Grades 4-6**

Consent X

Agenda Item A-8

DATE: **August 25, 2016**

REPORTED BY/
PERSON

RESPONSIBLE: **Maria Wetzel**

RECOMMENDED ACTION: **It is recommended that the Board of Trustees approve the Memorandum of Understanding between the Oak Grove School District and the Sobrato Family Foundation, for Sobrato Early Academic Language (SEAL) Pilot at Miner, Grades 4-6, as presented.**

Description/Proposal:

Oak Grove Elementary School District is currently a participating partner with the Sobrato Family Foundation (SFF) in implementing the Sobrato Early Academic Language (SEAL) model that is designed to address the needs of English learner students within the context of all grade-level classrooms from TK through third grade at fourteen elementary sites. At our demonstration site, Miner Elementary, SEAL will be implementing a pilot program in the fourth grade during the 2016-2017 school year. In future years, this model would possibly extend to sixth grade, increasing one grade level per school year. It may also extend to other schools as measured by student progress. Developing a preK-6 model allows SEAL to be implemented as a full school model at the elementary level.

To support this effort, the Sobrato Family Foundation will provide funds totaling up to \$12,600 during the 2016-2017 school year.

We look forward to our continuing partnership with Sobrato Family Foundation and moving this dynamic program into the upper grades.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of June 1, 2016 ("Effective Date") between the Oak Grove School District (the "District") and the Sobrato Family Foundation ("SFF").

RECITALS

A. SFF is California nonprofit public benefit corporation that is tax-exempt under Internal Revenue Code Section 501(c)(3) and that is a private foundation.

B. SFF has developed and operates a program known as SOBRATO EARLY ACADEMIC LANGUAGE or "Sobrato Early Academic Language." The Sobrato Early Academic Language program or model (the "Model") is designed to address the needs of English learner children within the context of all grade-level classrooms from Pre-K through third grade. The Model develops language and literacy skills for academic success and prepares all children for the Common Core standards. SFF has replicated the Model in several school districts, and the Model has demonstrated powerful impacts. SFF is replicating the Model in several districts, including Oak Grove School District, and is continuing to evaluate the impacts.

C. The SEAL PreK-3 Model has demonstrated to teachers and district leaders a model of enriched education that addresses the needs of English Learners. Based on collaborative discussions with current SEAL partner districts, SFF is now interested in developing and piloting an adaptation of the SEAL PreK-3 Model for grades 4 through 6 (the "4th - 6th Grades Pilot") for purposes of consistency, coherence, and continued acceleration of achievement and access. Developing a PreK-6 model allows SEAL to be implemented as a full-school model at the elementary level. While the basic philosophy, pedagogy, principles and approach of SEAL has been established in the PreK-3 Model, to extend it into the upper grades requires additional development and piloting to accommodate the academic demands of students in grades 4-6. This piloting requires the engagement of SEAL-trained teachers now assigned in upper grades placements to co-design curriculum units, access to upper grades classrooms to pilot strategies, and the involvement of SEAL Coach Facilitators.

D. The District is interested in implementing the 4th - 6th Grades Pilot at one (1) of its sites, known as: Miner Elementary School and corresponding early childhood development centers, as applicable and appropriate.

E. This agreement covers a period from June 1, 2016 through June 30, 2017 for the 4th - 6th Grades Pilot in the District. The parties intend for the effort to commence in June 2016 and conclude during the 2017 school year, all subject to the terms and conditions set forth in this MOU.

This MOU is a statement of commitment to implement the Sobrato Early Academic Language 4th - 6th Grades Pilot, including descriptions of shared beliefs and

collaborative interactions – it is not a contract for services. Now therefore, for good and valuable consideration, the parties hereby agree as follows:

1. Obligations of SFF.

A. SFF hereby provides a royalty free, non-exclusive license to the District to use the “Sobrato Early Academic Language” name and all intellectual property associated with the 4th - 6th Grades Pilot solely for the purposes set forth in this MOU.

B. SFF will provide support to enable the District to implement the 4th - 6th Grades Pilot, that addresses instructional strategies and thematic integrated curricular design built upon science, social studies and the Common Core (Language Arts and ELD) standards; leadership development and support focusing upon program design, articulation and alignment; and training and support for District-provided Sobrato Early Academic Language Coach/Facilitators. Implementation support for the 4th - 6th Grades Pilot will be provided by trainers experienced in Sobrato Early Academic Language implementation, under the direction of Jennifer Analla, Sobrato Early Academic Language Director of Training and Strategic Design. Support from SFF will include the following:

- Resources for one SEAL Coach Facilitator, for engagement in the 4th - 6th Grades Pilot, including attendance to Coach Convenings facilitated by the Sobrato Early Academic Language team
- Participation stipend to the teacher(s) selected for engagement in the pilot
- Resources for costs of substitutes to cover release time for the teacher involvement
- Funding to cover costs of classroom materials needed for curriculum development, and for copying and supply costs

The 4th - 6th Grades Pilot will cover academic content and instructional strategies including but not be limited to: oral language, ELD, academic language and graphic organizers, collaborative practices, arts integration, parent engagement and the home school connection, children as writers, readers and the joy of learning.

2. Obligations of the District.

The parties agree that successful replication of the comprehensive Sobrato Early Academic Language 4th - 6th Grades Pilot requires a strong commitment on the part of the District and each school site. Accordingly the District agrees to support the program as follow:

- Provide the SEAL Trainer team access to one (1) to two (2) selected 4th or 5th grade classrooms to pilot strategies
- Facilitate the involvement of one (1) to two (2) fourth or fifth grade teachers who have been SEAL trained in co-designing and piloting curriculum and strategies
- Facilitate the involvement of a selected SEAL Coach Facilitator to participate in co-designing and piloting of curriculum and strategies, and to provide support to the piloting teachers

3. Mutual Understandings.

The parties agree that the 4th - 6th Grades Pilot is a comprehensive approach that infuses multiple aspects of instruction, curriculum, teaching and learning. Successful 4th - 6th Grades Pilot implementation rests upon basic understandings:

- Language and cognitive development for young English Learners is strengthened through an articulated 4th - 6th grades developmental model. This requires equal participation, collaboration, and alignment of the early childhood education and the 4th - 6th grades systems.
- Meaningful, articulated and consistent implementation of 4th - 6th grades instructional improvement and curriculum realignment to the Common Core require an investment in professional development, coaching, and grade-level collaboration and planning.
- Biliteracy is an asset, with many benefits to children and society. Furthermore, the home language plays a powerful role in language and literacy development for young dual language children along with the development of English. Both bilingual programs and SEI classroom settings have a role to play in affirming bilingual development.
- The 4th - 6th Grades Pilot is simultaneously a powerful early foundation for English Learners and an implementation of the Common Core language arts standards for all students. Both call for investment in curriculum realignment, professional development and building institutional capacity. "Holding the course" over the duration of the piloting effort will produce the deepest outcomes the 4th - 6th Grades Pilot can deliver.
- The District is fully committed to implementation and has secured affirmative support for piloting the 4th - 6th Grades Pilot across multiple levels of stakeholders in the district - teachers, coaches, principals, district staff, Superintendent and school board.

4. Financial Agreement.

In order to assist this agreement, SFF will provide funds totaling up to \$12,600 to Oak Grove School District during the period of 6/1/2016 through 6/30/2017 to support the following elements in implementing the 4th - 6th Grades Pilot pursuant to this MOU:

1. \$2,000 to pay a stipend to a SEAL Coach Facilitator, for engagement in the 4th - 6th Grades Pilot
2. \$500 to cover the costs for the SEAL Coach Facilitator to attend Coach Convenings facilitated by the Sobrato Early Academic Language team, as needed
3. \$2,000 to pay a stipend to the teacher(s) selected for engagement in the 4th - 6th Grades Pilot
4. \$1,200 to cover the costs of substitutes to cover release time for the teacher involvement
5. \$2,000 to cover the costs of classroom materials needed for curriculum development
6. \$300 to cover the costs of copying and supply costs
7. \$4,000 to pay for additional Coach/Facilitator days as needed
8. \$600 to pay for Teacher Engagement days in Summer 2016
(estimated at \$600 = 4 days x \$150/day)

The District shall invoice SFF per the following payment schedule:

\$6,300	June 1, 2016
\$6,300	June 1, 2017
<hr/> \$12,600	Total

5. Intellectual Property and Proprietary Information.

The parties agree that the name "Sobrato Early Academic Language" and the 4th - 6th Grades Pilot, including all written materials related to the 4th - 6th Grades Pilot and all know-how related to the 4th - 6th Grades Pilot, are the intellectual property of SFF and are being licensed to the District under this MOU to enable the District to implement and operate the 4th - 6th Grades Pilot at its own school sites. In the event that SFF, in its sole discretion, determines that the District is operating the 4th - 6th Grades Pilot under the

Sobrato Early Academic Language name, or utilizing the intellectual property in a manner that jeopardizes the goodwill, integrity, or quality of the 4th - 6th Grades Pilot or the name, then SFF will notify the District in writing, and within 30 calendar days, the District will discontinue its use of the Sobrato Early Academic Language name. This paragraph 5 shall continue beyond the term of this MOU for as long as the District continues to use the intellectual property, or Sobrato Early Academic Language name in connection with the 4th - 6th Grades Pilot.

6. Term and Termination.

This MOU will commence on the Effective Date and continue for a period of 13 months unless terminated by either party on 60 days notice to the other party, for any reason. Following the termination of this MOU, SFF at its sole discretion may grant license to the District for continued to use the 4th - 6th Grades Pilot, the Sobrato Early Academic Language name, and any materials developed as part of this MOU, subject to SFF's continuing right to monitor the integrity and goodwill of the intellectual property and name, as provided in Paragraph 5 above.

7. Reporting and Monitoring.

To enable SFF and Oak Grove School District to evaluate the effectiveness of the 4th - 6th Grades Pilot, SFF intends to undertake an informal evaluation of the 4th - 6th Grades Pilot and its implementation - which shall be conducted by SFF and may include a third-party under the direction of SFF. By entering into this MOU, the District agrees to participate in the evaluation, to work in a collaborative and constructive manner with SFF and the third-party evaluator, if applicable, for the purposes of observation and data collection and support analysis to develop continuous improvement priorities and evidence of the 4th - 6th Grades Pilot's implementation in the District. At a minimum, the District will:

- Prepare a yearly report to include district and site data as applicable and appropriate under the Education Code, teacher survey results, and a principal's narrative on the depth of the implementation and effectiveness of the program - using Sobrato Early Academic Language templates.
- The District shall submit a full and complete report to SFF as of the end of any fiscal year within which any portion of the MOU funds are received or spent. The District shall submit this report no later than 90 days following the end of each such year. The report shall describe the activities conducted by the District with the funds and all expenditures made from MOU funds, and shall report on the District's compliance with the terms of this Agreement.
- Be prepared to have site administration to occasionally meet with the outside evaluator to check in on program progress and implementation.

8. Announcements.

The District shall submit in advance to SFF, for review and revision at the sole discretion of SFF, any announcements the District intends to make regarding the 4th - 6th Grades Pilot, and any publications referring to the 4th - 6th Grades Pilot or to Sobrato Early Academic Language that the District intends to publish.

9. Indemnification.

The District irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SFF, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of The District, its employees, or agents, in carrying out the 4th - 6th Grades Pilot or using the Sobrato Early Academic Language name, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of SFF, its officers, directors, employees, or agents.

10. Miscellaneous.

- **No Waivers.** The failure of SFF to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- **Entire Agreement.** This MOU supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This MOU may not be amended or modified, except in a writing signed by both parties.
- **Governing Law.** This MOU shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.
- **Counterparts.** This MOU may be signed in counterparts.
- **Dispute.** In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms and/or conditions of this agreement, settlement shall first be sought in a meeting between Dr. Laurie Olsen, Sobrato Early Academic Language Director and Kenji Treanor, Senior Program Officer for Education at SFF, and the Assistant Superintendent or similarly appointed district supervisor of the 4th - 6th Grades Pilot implementation. If settlement cannot be reached, the issue shall then be presented to the executives of the two agencies (CEO of SFF and Superintendent of the District) for joint resolution. If such resolution proves ineffective, then both sides shall agree to attend mediation. If a party wishes to pursue mediation they shall provide written notice of such

intent and give the responding party 30 days to respond to such demand and allow a total of 60 days from the demand to pass to allow for mediation before filing any action, whether through arbitration or the Superior Court of Santa Clara County. Any mediation shall be conducted through AAA and in accordance with AAA Rules for Commercial Disputes. The parties may stipulate to a mediator other than a AAA mediator.

- **Amendment.** This Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

In witness whereof, the parties have entered into this MOU as of the Effective Date.

Date: _____

Oak Grove School District

By: _____

Its: _____

Date: 6-21-16

Sobrato Family Foundation

By:  _____

Its: CEO

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Second Reading - Board Policy 1312.3** Consent **X**
Uniform Complaint Procedure

DATE: **August 25, 2016** Agenda Item **A-9**

REPORTED
BY/PERSON
RESPONSIBLE: **Jacquelyn Adams/Jeremy Nishihara**

RECOMMENDED
ACTION: **It is recommended that the Board of Trustees approve Board Policy 1312.3, Uniform Complaint Procedure, as presented.**

Description/Proposal:

Board Policy 1312.3 Uniform Complaint Procedure was updated per Federal Monitoring Program (FMP) required elements for applicable state and federal laws and regulations. FMP recommend implementing policy language from the California Department of Education (CDE) website.

The policy revisions were presented to the Board on August 2, 2016 for first reading. The policy was revised using the recommended CDE policy sample, which included recent CSBA updates. The CDE policy sample provides detailed and clearly stated instructions for the filing, investigation, and resolution of Uniform Complaint Procedures.

In order to meet FMP requirements, we must provide evidence that a revised Uniform Complaint Procedure has been approved by the governing board.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Oak Grove School District of federal or state laws or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities in which we receive state or federal funding. A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

Programs and activities that are implemented by our district and subject to the UCP in which we receive state or federal funding are:

- After School Education and Safety
- Child Care and Development Programs including state preschool
- Consolidated Categorical Programs
- Discrimination, Harassment, Intimidation, and Bullying
- Local Control Funding Formula and Local Control Accountability Plans
- Migrant Education
- NCLB Titles I-III
- Nutrition Services - USDA Civil Rights
- School Facilities
- Special Education
- Unlawful Pupil Fees

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept. of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
3. Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).
4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to Education Code Section 52060(d).

The responsibilities of the Oak Grove School District

We have the primary responsibility to insure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations about discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees for participation in an educational activity and LCAP and seek to resolve those complaints in accordance with our Uniform Complaint Procedures.

We shall ensure annual dissemination of the written notice of our complaint procedures to students, employees, parents or guardians of its students, school and district advisory committees member, appropriate private school officials or representatives, and other interested parties that includes information regarding unlawful pupil fees and LCAP requirements.

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

Our UCP Annual Notice shall also include information regarding the requirements of Education Code sections 49010 through 49013 relating to pupil fees and information regarding the requirements of Education Code section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

The following is responsible for receiving and investigating complaints and ensuring our compliance:

Name or title:	<u>Andrew Garcia, Assistant Superintendent of Human Resources</u>
Unit or office:	<u>Human Resources</u>
Address:	<u>6578 Santa Teresa Blvd, San Jose, CA 95119</u>
Phone:	<u>(408) 227-8300 x100289</u>
E-mail address:	<u>agarcia@ogsd.org</u>

The above, responsible for compliance and investigations, is knowledgeable about the laws and programs assigned to investigate.

We will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in Education Code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the LEA, which is funded directly by, or that receives or benefits from any state financial assistance.

An unlawful discrimination, harassment, intimidation and bullying complaint shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The time for filing a discrimination, harassment, intimidation or bullying complaint may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing a discrimination, harassment, intimidation or bullying complaint may be extended by our superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.

We ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. An investigation of a discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

Complainants are advised of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws. Civil law remedies, including, injunctions, restraining orders, or other remedies or orders may also be available at any time.

If we find merit in a pupil fees and/or an LCAP complaint we shall provide a remedy to all affected pupils, parents, and guardians that, in the case of pupil fees, includes reasonable efforts by us to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.

We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).

Filing a complaint with the Oak Grove School District

Except for Williams complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program. A pupil fees complaint may be filed with the principal of a school.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.

A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred.

We will attempt in good faith by engaging in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

The investigation shall provide an opportunity for the complainant, or the complainant's representative, or both, to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by Oak Grove School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Except for Williams complaints and pupil fees complaints, a UCP complaint will be investigated and a written report (also known as the Decision) issued to the complainant within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

We shall issue a Decision based on the evidence and will contain the following elements:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA Decision to the CDE, and
- (vii) procedures to be followed for initiating an appeal to the CDE.

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

Copies of these complaint procedures shall be available free of charge.

Federal and State Laws cited:

20 United States Code [USC] § 6301 et seq.

34 Code of Federal Regulations [CFR] §§ 299.11 & 300.510-511

California Education Code [EC] §§ 200, 220, 222, 234.1 - 234.5, 262.3, 8200 - 8493, 8500 - 8538, 32280 - 32289; 33380 - 33385, 35186, 44500, 47606 - 47606.5, 47607.3, 48204, 48645.5, 48853, 48853.5, 48985, 49010 - 49013, 49069.5, 49490 - 49570, 51210, 51223, 51225.1, 51225.2, 51226 - 51226.1, 51228.1 - 51228.3, 52059, 52060 - 52075, 52160, 52300 - 52480, 52500 - 52616.4, 52800, 54100, 54440 - 54445, 56000 - 56865, 59000 - 59300, 64000
(a)

California Government Code [GC] §§ 11135, 11138

California Health and Safety Code [HSC] § 104420

California Penal Code [PC] § 422.55

California Welfare and Institutions Code [WIC] §§ 300, 309, 602

California Code of Regulations [CCR] Title 5 §§ 4600-4687

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Student Teaching Agreement
University of San Francisco**

Consent X

DATE: **August 25, 2016**

Agenda Item A-10

REPORTED
BY/PERSON

RESPONSIBLE: **Andrew A. Garcia**

RECOMMENDED ACTION: **It is recommended that the Board of Trustees approve the Student Teaching Agreement with University of San Francisco, regarding placement of Student Teachers.**

Background:

For several years, Oak Grove School District has partnered with universities placing student teachers and/or interns in the District. Approval of the attached agreement will allow prospective and current district employees, who choose the University of San Francisco as their educational institution, to be placed as student teachers in our District.

Analysis:

Partnering with universities for the placement of student teachers and/or interns in classrooms in our District benefits us in many ways. With the addition of a student teacher, the student to teacher contact ratio is greatly diminished. These individuals bring fresh research, ideas and perspectives that assure teaching techniques and practices remain current. Finally, student teachers and/or interns provide an important pool of talent for future hires.

Assumptions/Parameters:

Student teachers and/or interns are paired with teachers who have proven to be masters of their craft. Support provided by the site is supplemented by the cooperating university to assure that teachers in preparation receive high level training and success in their placement.

Vision Intersection:

Partnering with local universities allows our District to provide innovative and quality instruction to our students with no or little fiscal impact. Partnering with universities to provide classroom experience for teachers in preparation truly maximizes District resources keeping student learning as the focus.

Feedback and Evaluation:

In the spring the District partners with cooperating universities to evaluate student teacher and/or Intern teacher's performance. The results of collected data is used to improve our program through training and/or master teacher selection.

Rationale:

This collaborative effort benefits both student teachers and the District. Approval of the attached agreement will allow prospective and current District employees, who choose the University of San Francisco, to be placed as student teachers in our District.

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE**

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 22nd day of June 2016, by and between the University of San Francisco ("University") and the *Oak Grove School District* ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

B. District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Counseling” as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay District, for the performance by its teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed among the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 22nd day of *June* 2016 and shall terminate on the 30th day of *June* 2021.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean Kevin Kumashiro
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117

To District:

Oak Grove School District
Attn: Andy Garcia, Assistant Superintendent
6578 Santa Teresa Blvd.
San Jose, CA 95119-1204

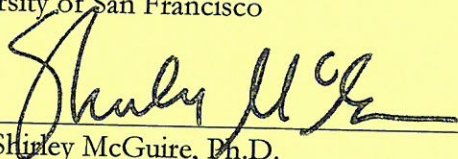
H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

By:


Shirley McGuire, Ph.D.

Senior Vice Provost

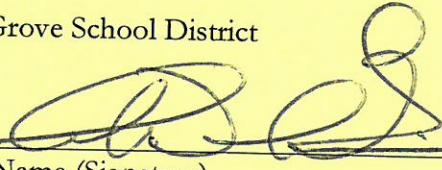
Title

Date

06/24/16

Oak Grove School District

By:


Name (Signature)

Name (Print)

Title

Date

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Resolution No. 1230-08/16 Multiple Subject
and Standard Elementary Teaching Credential**

Action X

DATE: **August 25, 2016**

Agenda Item B-1

REPORTED
BY/PERSON **Andrew A. Garcia**
RESPONSIBLE:

RECOMMENDED ACTION: **It is recommended that the Board of Trustees adopt Resolution
No. 1230-08/16, Multiple Subject and Standard Elementary Teaching
Credential, as presented.**

Background:

California law requires that schools employ only individuals with either the appropriate credential or with an 'alternative assignment option' established by statute or regulation that allows them to teach in California schools. In order to assist school administrators to adopt progressive curricular structures and respond to inherent difficulties in assigning teachers to meet school site requirements, California's Education Code 44258.3 provides an assignment option which allows employers to legally employ individuals outside of their subject area, if they hold a Multiple Subject and Standard Elementary Teaching Credential to teach departmentalized classes, with their consent in grades K-12.

Analysis:

Delineated in Board Policy AR 4113, the District has established criteria to verify the subject matter knowledge of teachers assigned to teach in departmentalized classes outside their credential authorization pursuant to Education Code 44258.3. These criteria include, but need not be limited to, evidence of the individual's knowledge of the subject matter to be taught, including demonstrated knowledge of the appropriate curriculum framework and the specific content of the District's course of study for the subject at the grade level to be taught. Whenever a teacher is assigned to teach departmentalized classes the Superintendent or designee notifies the exclusive representative of the District's certificated employees and a Consent to Teaching Assignment is executed assuring full consent of the employee.

Assumptions/Parameters:

Assignments are established in order to serve the best interests of students and the educational program. Education Code Section 44258.3 allows the holder of a Multiple Subject and Standard Elementary Teaching Credential to teach departmentalized classes with their consent in grades K-12, irrespective of the designations on their teaching credentials.

Vision Intersection:

Authorized teaching assignments meet the Districts Vision and Core Values expectation of Quality Instruction, Innovation and Maximum use of Resources with the ultimate focus on Student Learning.

Feedback and Evaluation:

Administrative evaluation and review tools will be used to collect data on the effectiveness of programs involved. Teachers assigned to teach in departmentalized classes outside their credential authorization are fully recommended by site administration and are evaluated throughout the year to assure high quality instructional delivery.

Rationale:

The teacher's competence must be verified according to the policies and procedures established by the governing board consistent with the language of the statute.



RESOLUTION NO. 1230-08/16

MULTIPLE SUBJECTS OR STANDARD ELEMENTARY
TEACHING CREDENTIAL

WHEREAS, the Oak Grove School District assigned the following teachers to teach in named subject areas for the 2016-2017 School Year; and

WHEREAS, the below named employees hold a Multiple Subject and Standard Elementary;
and

WHEREAS, said teachers have consented to the assignment and holds a Multiple Subject and Standard Elementary Teaching Credential. The teacher's competence must be verified according to the policies and procedures established by the governing board consistence with the language of the statue in accordance with California Education Code 44258.3, the below named employees are authorized to teach the assigned subject(s) in the departmentalized setting with the current credential;

Becky Schwartz	Herman	PE
Jennifer Slater	Bernal	Spanish

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oak Grove School District authorizes the above names teachers to teach in the designated subject area(s) with a Multiple Subject and Standard Elementary Credential.

PASSED AND ADOPTED by the Board of Trustees of the Oak Grove School District of Santa Clara County, State of California on this 25th day of August, 2016, by the following vote:

AYES:

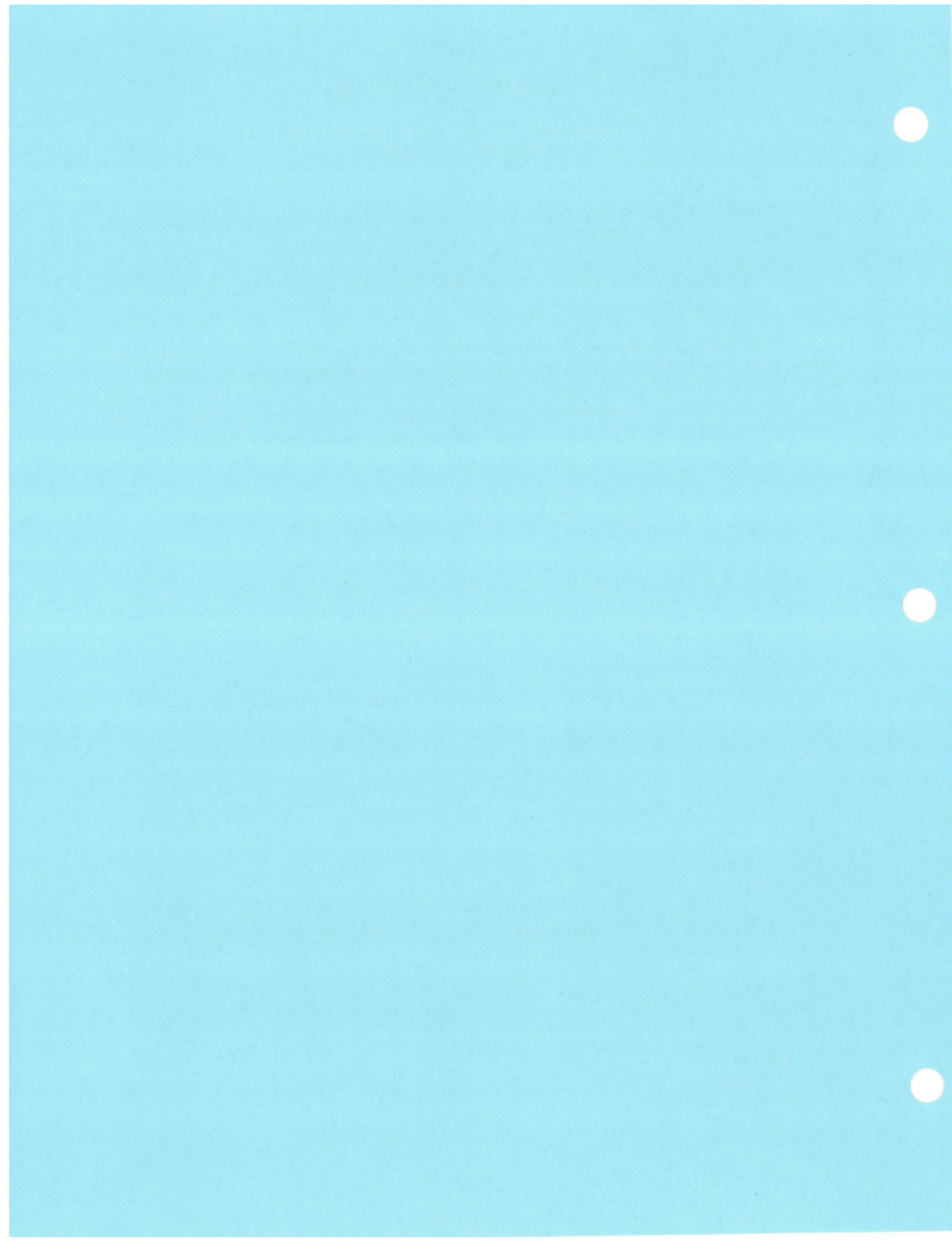
NOES:

ABSENT:

ABSTAINING:

I hereby certify that the foregoing resolution is duly introduced, passed, and adopted at the time and place and by the vote as noted above.

Vice-President/Clerk
Board of Trustees
Oak Grove School District



OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: Resolution No. 1231-08/16 Speech-Language
Pathology and Audiology Certificate

Action X

DATE: August 25, 2016

Agenda Item B-2

REPORTED
BY/PERSON

RESPONSIBLE: Andrew A. Garcia

RECOMMENDED ACTION: It is recommended that the Board of Trustees adopt Resolution
No. 1231-08/16, Speech-Language Pathology and Audiology
Certificate as presented.

Background:

The California Basic Educational Skills Test (CBEST) is a basic requirement for individuals seeking a teaching credential/permit and who will be providing direct instruction to students in a classroom setting. Since Speech-Language Pathology/Auditory professionals provide specific one-on-one or small group therapy to students as guided by their Individualized Educational Program (IEP) and hence are not in control of a full class in an instructional setting, Education Code 44831 provides that a school Board may adopt a resolution allowing a Speech-Language Pathology/Auditory professional to deliver services as long as they meet the minimum requirements under Ed Code 44831.

Analysis:

Minimum requirements under Education Code 44831 are as follows:

- Holds a license issued by the Speech-Language Pathology and Audiology Board
- Earned a Masters of Arts degree in Communication Disorders to provide speech and language services
- Meets criminal record background check before employment or execution of the contract

Assumptions/Parameters:

The CBEST is an exam designed to provide information about basic proficiency in reading, mathematics, and writing. Since a Speech-Language Pathologist holds a license issued by the Speech-Language Pathology and Audiology Board as well as a Masters of Arts degree in their field, their preparation program exceeds a basic proficiency requirement. It is the District's expectation that all certificated employees obtain passage of the CBEST.

Vision Intersection:

The District's focus is to assure that our students receive quality service from support providers who meet rigorous standards of preparation. Quality service providers guarantee that our students receive quality performance from staff supporting our core value of student learning.

Rationale:

Education Code Section 44831 allows the holder of a Speech-Language Pathology and Audiology Certificate who has not received their CBEST to provide speech and language services. The therapist must have a minimum of a Masters of Arts degree and an ASHA card. Preparation requirements of Speech-Language Pathologist exceed basic proficiency requirement of the CBEST.



RESOLUTION NO. 1231-08/16

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY CERTIFICATE

WHEREAS, the Oak Grove School District assigned the following teachers to teach in named subject areas for the 2016-2017 School Year; and

WHEREAS, the below named employees hold a Speech-Language Pathology and Audiology Certificate; and

WHEREAS, said therapist has consented to the assignment and holds a Speech-Language Pathology and Audiology Certificate. The therapist must have a minimum of a Masters and an ASHA card in accordance with California Education Code Section 44831, the below named employee is authorized to provide services with the current certificate;

Annette Logsdon Itinerant Speech

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oak Grove School District authorizes the above named therapist to provide services in the designated subject area with a Speech-Language Pathology and Audiology Certificate.

PASSED AND ADOPTED by the Board of Trustees of the Oak Grove School District of Santa Clara County, State of California on this 25th day of August, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

I hereby certify that the foregoing resolution is duly introduced, passed, and adopted at the time and place and by the vote as noted above.

Vice-President/Clerk
Board of Trustees
Oak Grove School District



OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Provisional Intern Permit Approval**

Action X

DATE: **August 25, 2016**

Agenda Item B-3

REPORTED
BY/PERSON
RESPONSIBLE: **Andrew A. Garcia**

RECOMMENDED
ACTION:

It is recommended that the Board of Trustees approve the Commission on Teacher Credentialing form titled Provisional Intern Permit for Sarita Segovia to teach Physical Education classes at Bernal Intermediate due to a lack of viable applicants.

Background:

The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program.

Analysis:

To qualify for a PIP, the employee must meet the following minimum requirements:

1. Possession of a baccalaureate degree or higher from a regionally-accredited college or university
2. Satisfy the basic skills requirement.
3. Successful completion of course work: A degree major in the subject area or at least 18 semester units, or 9 upper division semester units, of course work in the subject to be listed on the permit.

Alternatives Considered:

The District conducted a diligent search and a fully-credentialed teacher could not be found.

Assumptions/Parameters:

Ms. Segovia is currently enrolled in a university and is completing course requirements to obtain the appropriate teaching credential. Her background in physical education has fully prepared her for this position and we are confident that she will complete credentialing obligations in the coming year.

Vision Intersection:

Beyond Ms. Segovia's background in physical education, she is fully bilingual. Her ability to fully engage in conversation with EL Students and their parents/guardians intersects with our District's Vision of Community Engagement, Student Learning and Quality Performance.

Rationale:

Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found. We have had an ongoing posting for Physical Education, since June 1, 2016, without a viable candidate applying. This Provisional Intern Permit will be issued for the duration of one year.



VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant Sarita Segovia

SSN _____

Name of Employing Agency Oak Grove School District

County/District/CDS Code _____

☐ Multiple Subject

☒ Single Subject - Specify subject(s): Physical Education

☐ Education Specialist - Specify disability area(s): _____

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

Required recruitment methods (provide photocopies of **all** of the following):

- ☒ Distributed job announcements
- ☒ Contacted college or university placement centers
- ☒ Advertised on the Internet

Optional recruitment methods (in addition to the required methods above):

- ☐ Advertised in professional journals
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Contacted California teacher recruitment centers
- ☐ Advertised in local/national newspapers
- ☐ Other (explain) _____

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit
3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

☒ **Public School District**

Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

☐ **County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools**

Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

- ☐ I certify under penalty of perjury that I need to complete NCLB core area subject matter to enroll in an intern program for the education specialist preliminary credential

Applicant Signature _____

Employing Agency Certification

This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature _____

Title Asst. Superintendent, Human Resources

Date 8/15/10

Santa Clara County Office of Education

Santa Clara County Office of Education
 1290 Ridder Park Dr. - MC 255
 San Jose, CA 95131-2398 (408) 453-6767

Statement of Employment

Single Subject PIP

Check One: Initial Issuance ☒ Renewal* ☐

District: Oak Grove School District	CDS Code: 43-69625
Applicant's Name: Sarita Segovia	SS#:
Teaching Assignment: Grade Level <u>7-8</u> Subject/s Being Taught <i>(list each subject even if it is taught for only 1 period of the day)</i> <u>Physical Education</u> Subject/s Being Requested: <u>Single Subject Physical Education</u> Check either (A) or B): (Initial Issuance Only) <input checked="" type="checkbox"/> (A) Bachelor's Degree in Subject Requested <input type="checkbox"/> (B) The Applicant has 18 lower division or a combination of upper & lower division semester units or 9 upper division or graduate level units of coursework in the subject(s) to be taught. (List number of units in each subject(s) to be listed on the Emergency Permit: (Initial Issuance Only) <u>Agriculture</u> (Agricultural management, agricultural mechanics, agricultural science, animal science, forestry, horticulture, landscaping & plant science) <u>Art</u> (Art Appreciation, art history, arts & crafts, art theory, calligraphy, cartooning, ceramics, commercial art, costume design, crafts, design, leather making, painting, photography, sculpture, stagecraft & yearbook)	<u>Industrial & Technology Education</u> (Automotive mechanics, carpentry, computer technology, construction, drafting, electricity, electronics, industrial crafts, industrial design, metals, millwork, photography, plastics, radio & television, technical science-power mechanics, welding & woods) <u>Business</u> (Accounting, business communications, business English, business mathematics, business management, business marketing, computer concepts and applications, consumer education, data processing, economics, general office occupations, keyboarding, marketing, shorthand, typewriting & word processing) <u>English</u> (Composition, creative writing, debate, drama, forensics, grammar, humanities, journalism, language arts, language structure, literature, poetry, public speaking, speech, theater arts & yearbook) <u>Health</u> (Child development, family life, human sexuality, nutrition, sexually transmitted disease education & substance abuse) <u>Home Economics</u> (Child development, clothing, consumer education, family life, foods, family economics, housing, human development, interior design, nutrition, parenting & textiles)

Continued on Back

Signature of Superintendent or Designee  Title Asst Superintendent Date 8/16/16

<p>_____ Languages other than English (Courses in culture, grammar, composition, language structure & literature of the language listed on the document)</p> <p>_____ Mathematics (Basic or general mathematics, algebra, calculus, computer science, consumer mathematics, geometry, mathematical analysis, statistics & probability and trigonometry)</p> <p>_____ Music (Instrumental music, music appreciation, music theory & vocal music)</p> <p>_____ Physical Education (Aquatics, dance, fundamental & creative movement, gymnastics, interscholastic sports, motor development or learning, physical conditioning, sports & weightlifting)</p>	<p>Science: (One-half of the required units must be in the science requested)</p> <p>_____ Science: Biological Science (Anatomy, biology, botany, ecology, environmental science, evolution, genetics, physiology & zoology)</p> <p>_____ Science: Chemistry (Chemical reactions, qualitative analysis, quantitative analysis and structure & stability)</p> <p>_____ Science: Geoscience (Astronomy, cosmology, earth science, forestry, geology, meteorology, oceanography & paleontology)</p> <p>_____ Science: Physics (Energy, mechanics & thermodynamics)</p> <p>_____ Social Science (American government, anthropology, contemporary issues, current events, cultural studies, economics, ethnic studies, geography, government, history, humanities, international government, law, politics, psychology, sociology, United States history & world history)</p>
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* PIP's can only be renewed once if the holder has taken but not passed all the subject matter examinations required for the authorization.

SUBJECT: **Citizens' Bond Oversight Committee Appointments** Action **X**

Agenda Item C-1

RECOMMENDED ACTION:	It is recommended that the Board of Trustees approve the recommendation to appoint members of the Citizens' Bond Oversight Committee to serve a second, two-year term, 2016-2018, as required for Measure S and Measure P.
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On November 4, 2014, the District passed Measure P, an \$89.8 million bond. Education Code section 15278 requires the Governing Board establish and appoint members to an independent Citizens' Bond Oversight Committee (CBOC). Measure S, as authorized by voters in November, 2008, also requires an independent CBOC. The statutory requirement states the CBOC must include a minimum of seven members, and include members from the following:

- The CBOC is an all-volunteer group whose mission is to review the expenditure of bond money is in alignment with the ballot language of Measure P for the construction, repair, and modernization of schools and to communicate its findings to the Board and the public annually. The CBOC does not have independent legal capacity from the District.

On April 23, 2015, the Board appointed four (4) members to the CBOC for a two-year term*, 2015-2017.
On May 28, 2015, the Board appointed five (5) members to the CBOC for a one-year term*, 2015-2016.

**CBOC members may serve up to two consecutive terms.*

Mrs. Lauren Lee-Johnson's term ended June 30, 2016 and she is unable to further serve on the CBOC. The District will seek replacement of Mrs. Lee-Johnson. Staff will follow a process to bring back a recommendation for Board approval for this vacant seat.

The following CBOC members are recommended to serve a second, two-year term, 2016-2018:

1. **Angeline Fife**, a Parent/Guardian of a student enrolled in the District (Anderson School);
2. **Lenka Wright**, a Parent/Guardian of a student enrolled in the District (Sakamoto School);
3. **Dave Peterson**, a Business Owner; and
4. **William Becker**, a member of a Taxpayers' Organization.
5. **Vacant**



OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **Proposed Community Outreach
and Engagement Policy**

Information X

DATE: **August 25, 2016**

Agenda Item D-1

REPORTED
BY/PERSON

RESPONSIBLE: **Jacquelyn Adams / Jeremy Nishihara**

Description/Proposal

The Board Policy Subcommittee will discuss their findings regarding a potential Community Outreach and Engagement Policy in contrast with existing Board Policies, CSBA language, and other districts.

For discussion purposes, the policy example on pages 2-4 were proposed to the Board on April 28, 2016 by Trustee Hawkins.

BACKGROUND

The Board of Trustees is committed to providing opportunities which encourage and support active participation of parents and community members in the District's educational programs and services; to ensure the timely and effective dissemination of information regarding District issues, plans, policies, programs and services; and to facilitate a meaningful role for members of the public in the District's decision making process. The Board of Trustees and/or district administration retain the responsibility for final decisions and implementation as required by law, District policies, or other factors. The decision-making process is affected by factors such as federal and state law; human and financial resources; environmental and social concerns;

PURPOSE

The intent of this policy is to establish a baseline protocol for dissemination of information to and encourage early, frequent and meaningful communication, community outreach and public engagement between the Board, District administration, employees, and the public. Timely and informed community involvement results in better District programs, services, projects and decisions.

Effective community outreach and engagement allows the District to have timely and significant dialogue with and obtain input from our diverse community; identify sources of information and potential solutions; broaden the mutual understanding and perspectives of all stakeholders; improve the deliberative process; and provide transparency to the decision-making process.

Effective public outreach and communication is a result of successful collaboration between the Board, administration, staff, and the community. All stakeholders must participate in the process, respond in a timely manner to questions and requests for information, and respect the process, including the schedule of meetings and activities.

DEFINITIONS

For the purposes of this Policy, the following terms are understood to mean:

- Community – The term “community” is understood to be an inclusive description which includes parents, community residents and businesses, service organizations, other governmental entities, community-based organizations, service providers, employees, and students.
- Information – Is a one-way relationship where the District provides balanced, complete, and objective information to its community to assist them in understanding District issues, problems, alternatives, opportunities, and/or solutions.
- Consultation – Is a two-way relationship in which community members provide input and public feedback on District issues
- Active Participation – Is the process in which the District engages with the community to identify and consider policy and/or program issues, evaluate options, develop potential alternatives and solutions and makes recommendations to the Board and administration.

Community outreach and engagement is composed of several elements or layers:

- Involvement – To work directly with the community and key stakeholders so that their concerns, ideas, and issues are consistently understood and considered
- Collaboration – To partner with the community and key stakeholders in understanding District issues, identify potential solutions, and develop alternatives as a part of the decision-making process
- Empowerment – For certain matters, the final decision and responsibility may rest with the community. However, as required by law, District policies, or other factors, in other situations all final decisions and authority rest with the Board of Trustees or designated officer of the District

PROCESS

1. **Early Notification** - This provides stakeholders the opportunity to be informed about decisions that may affect them

2. **Community Meetings** – Community meetings should occur as early as possible in the process to allow the community, interested parties and stakeholder with information regarding a matter and the opportunity for the District to explain issues, answer questions and address concerns, obtain public comment and input, and work to resolve issues before final recommendations are submitted to the Board and/or district administration and plans, proposals, or recommendations are finalized leading to decisions being made. A minimum of two (2) weeks should be allowed for the actual noticing of the community meeting prior to the meeting date to give appropriate notice to the community and ensure a successful opportunity for input and involvement.

The tentative date for the matter to be considered by the Board and/or administration should be announced at the community meeting, but not less than 30 days prior the scheduled Board meeting. A Community Meeting Notice should clearly explain who is conducting the meeting, the topic of the meeting, the date, time and location of the meeting, and sufficient details of the topic under discussion to provide the community with a basic understanding of the issue(s). It is important that the time, date, and location of the meeting be scheduled to encourage public attendance and participation. When appropriate, the District shall ensure that information and meeting materials are presented in appropriate languages and interpreters provided to ensure equal access to the meeting process.

3. **On-Site Noticing** – For matters affecting a specific site or sites, on-site noticing should be provided to ensure that those immediately affected by the matter have the opportunity for participation. Such noticing shall be provided at least ten (10) days prior to the meeting.

4. **Public Hearing Notice** - The District recognizes the importance of using larger radius noticing as a tool to promote an open process that encourages genuine and effective involvement with all stakeholders, broaden the awareness of persons in the immediate area of a matter – such as facility improvements, modifications, etc.

NOTICING MODES AND TIMING

The District shall utilize a variety of methods to inform the community regarding meetings and activities, including, but not limited to, the following:

- **E-Mail:** The District should notice the affected community via email or other electronic communication in a timely manner. It is the responsibility of members of the public to provide and maintain updated contact information to the District.
- **Website:** Public meeting notices, agendas and associated information, including staff reports, are posted on the District's website. For site specific matters, a link from a school website to the District's website should be included.
- **On-site:** The District shall utilize normal or routine methods to communicate upcoming meetings or events to the community via flyers or notices provided through students; posting on message boards and/or signs, or other methods as appropriate.
- **Telephone Notice:** The District shall utilize its telephone notification system to notify parents and community members of upcoming meetings and events in a timely manner. It is the responsibility of members of the public to provide and maintain updated contact information to the District.
- **In-Person Notifications:** At the earliest opportunity, District staff is encouraged, when practicable to notify key stakeholders at their appropriate meetings (Site Council, Parent Organizations, staff, etc.) of all pending or proposed matters and upcoming meetings on those topics

- **Mailed Notice:** For significant school site improvements or modifications, or other operational matters, a public meeting notice should be mailed a minimum of two (2) weeks prior to the meeting.
- **Content.** Notice language should clearly describe the subject matter in concise and plain terms, utilizing prepared, standard form documents. The use of technical terms, acronyms, and jargon should be limited and explained wherever possible to ensure the highest level of understanding of the information presented to the public with sufficient detail to convey to the general public the nature and intent of the proposal
- **Language.** All meeting notices and information should be provided in Spanish, Vietnamese and/or other dominant language spoken in the affected community. When necessary, translation services will be provided at the meeting to facilitate equal access by all participants

ATTACHMENT A – LEVEL OF COMMUNITY ENGAGEMENT

	BOARD POLICY, 5-YEAR PLAN	LCAP, CURRICULUM ADOPTION, TEXTBOOK ADOPTION	BUDGET AND FISCAL – ANNUAL BUDGET; TAX OR BOND MEASURE	FACILITIES AND MAINTENANCE: SITE SPECIFIC,	PROGRAMS AND SERVICES	BOARD ELECTION OR APPOINTMENT, SUPERINTENDENT SELECTION
Inform						
Consult						
Active Participation						
Involve						
Collaborate						
Empower						

Legend:

1	Every time, all instances
2	In most circumstances (determined by Board)
3	Dependent on program or issue (determined by Board)
4	Occasionally (determined by Board)

OAK GROVE SCHOOL DISTRICT
BOARD OF TRUSTEES

SUBJECT: **California School Boards Association (CSBA)
Call for Nominations for Directors-at-Large
Asian/Pacific Islander and Hispanic**

Information X

Agenda Item D-2

DATE: **August 25, 2016**

REPORTED
BY/PERSON
RESPONSIBLE: **Dennis Hawkins**

Description/Proposal:

Attached is information on nominations for the CSBA Director-at-Large Asian/Pacific Islander and Hispanic including a memo outlining instructions, a copy of the nomination form, and a copy of the FAQ's regarding Delegate Assembly nominations and elections. Nominations are being accepted through September 30, 2016. Signed and dated candidate forms are due by October 7, 2016.



August 1, 2016

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE: Friday, September 30, 2016
(Please deliver to all members of the governing board.)

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Chris Ungar, President

SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 30, 2016**. Nomination forms and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Marriott Marquis on November 30 and December 1. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education.

The U.S. Postal Service postmark or email nominations@csba.org **deadline for the nomination form and the required two letters of recommendation is Friday, September 30.**

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
 - 1) CSBA member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "On behalf of the board..."
 - 2) Individual board member from a CSBA member district or COE
 - 3) Board member organization

Candidate Form: A signed and dated candidate form completed by the nominee is due to CSBA by **Friday, October 7.** *(The candidate form and two letters of recommendation will be in the Delegate Assembly agenda packet exactly as submitted.)*

For further information, please contact the Executive Office at 800-266-3382.

2016 Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form



(Please submit a separate nomination form for each nominee.)

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, September 30, 2016**.

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or County Office Board of Education voted to nominate _____ <div style="text-align: right;"><i>(Nominee name)</i></div>	
as a candidate for the following Director-at-Large position: <i>(please indicate)</i>	
<input type="checkbox"/> Director-at-Large, Asian Pacific Islander <input type="checkbox"/> Director-at-Large, Hispanic	
The nominee is a member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and has given their permission to be nominated.	
_____ <i>Signature of the Board Clerk or Board Secretary</i>	_____ <i>Date</i>

By US Postal Service, please mail your **nomination form and two letters of recommendation to:**

Chris Ungar, President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691

Or you may Email: nominations@csba.org



2016 Director-at-Large, Asian/Pacific Islander and Hispanic Candidate Form

Due: Friday, October 7, 2016 (U.S. Postmark or email nominations@csba.org)

This signed and dated candidate's form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and one-page résumé (if submitted)**, will be in the Delegate Assembly meeting agenda packet.

I am running for: (check one)		<input type="checkbox"/> Director-at-Large, Asian/Pacific Islander	<input type="checkbox"/> Director-at-Large, Hispanic
Name:	Region:		
District or COE:	Years on board:	ADA:	
Contact Number:	E-mail:		

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date

REVISED – Please discard any calendars prior to March 17, 2016



**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS
&
DELEGATE ASSEMBLY
2017 MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 10	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 11-12	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAR 31	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 1-2	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 18	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 19	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 20-21	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 22	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 23-24	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
NOV 27	MON	EXECUTIVE COMMITTEE	SAN DIEGO
NOV 28	TUES	BOARD OF DIRECTORS	SAN DIEGO
NOV 29-30	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
NOV 30-DEC 2	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

March 17, 2016

Board of Directors

Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12



Frequently Asked Questions Director-at-Large Nominations & Elections

Which Director-at-Large position is up for election in 2016? *The Directors-at-Large, Asian/Pacific Islander and Hispanic.*

Who can run for Directors-at-Large, Asian/Pacific Islander and Hispanic? *Any member of a district or county office of education board that is a member of CSBA.*

Who can nominate the Directors-at-Large, Asian/Pacific Islander and Hispanic? *Any district or county office of education whose board is a member of CSBA.*

What are the required meetings?

- **All Board meetings:** (approximately five are held per year) - in late January or early February (Saturday and Sunday), March (Saturday and Sunday), May (Friday), and September (Saturday and Sunday). In late November/early December the Board meeting is held in the city that is host to the CSBA Annual Education Conference and Trade Show immediately preceding the Delegate Assembly meeting.
- **Delegate Assembly meetings:** (two per year in conjunction with the May and November/December Board meetings)

What is the elected term for Directors-at-Large? *Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show.*

- **A valid nomination consists of the following: (all nomination and candidate forms are located online at www.csba.org)**

- 1) A completed and signed nomination form certifying that the nominee has been notified and has consented to be nominated, submitted to CSBA by the deadline date of Friday, September 30.
- 2) Two letters of recommendation and meet the following criteria:
 - a) Each letter must be received on or before deadline date of **September 30**
 - b) Is only one page, single-sided and with signature addressed to Chris Ungar, President (CSBA)
 - c) From member boards (***A letter submitted by a member board, and if signed by the Superintendent, must be worded in the letter "On behalf of the board...."***)
 - d) From individual board members from CSBA member districts or COEs
 - e) From a board member organization

Candidates who have been nominated, are notified and to email or mail to CSBA a signed and completed candidate form by **Friday, October 7** (and to ensure CSBA has received their letters of recommendation).

May the same member board that nominates a candidate also submit a letter of recommendation? *Yes. However, it is the responsibility of the candidate to ensure CSBA's receipt of their two letters of recommendation, due on **Friday, September 30**.*

When is the nomination form and two letters of recommendation due date? *Nomination and letters postmarked or emailed are due on **Friday, September 30**.*

Where should the completed nomination form, two letters of recommendation, and candidate form be submitted? *Please submit to: Chris Ungar, President, California School Boards Association, 3251 Beacon Blvd., West Sacramento, CA 95691; or by Email: nominations@csba.org.*

When and where are the Director-at-Large elections held? *The elections held on November 30-December 1 during CSBA's Delegate Assembly meeting at the San Francisco Marriott Marquis.*

For additional information, please contact Leadership Services, (800) 266-3382.

