

**AGENDA**  
**NEW HAVEN UNIFIED SCHOOL DISTRICT**  
**Regular Meeting of the Board of Education**  
**Board Room, Educational Services Center**  
**34200 Alvarado-Niles Road, Union City, California 94587**  
**Tuesday, May 19, 2015**  
**Closed Session – 6:30 p.m.**  
**Regular Meeting (Open Session) – 7:30 p.m.**

**Item**

**Time - Approximate**

**Call to Order**

Meeting opens in the Superintendent's Conference Room

Member Cheema will be participating remotely for Closed Session and Open Session via telephone conference from: 4469 Niland St., Union City, CA 94587

**I. Announcement of Closed Session Topic(s) / Adjourn to Closed Session 60 Minutes**

1. Approval of California High School Exit Exam (CAHSEE) Waivers for Special Education Students (Education Code Section 35146) (Smith) – Essential #2
2. Public Employee Performance Evaluation: Co-Superintendents Evaluation (Government Code Section 54957) – Essential #6
3. Public Employee: Dismissal/Discipline/Release (Government Code Section 54957)
4. Update on Negotiations with NHUSD Bargaining Units (Government Code Section 3549.1) (McNamara) – Essential #6

**II. Reconvene to Open Session/Action from Closed Session Discussion**

**III. Pledge of Allegiance**

**IV. Roll Call**

Members Canlas\_\_\_ Cheema\_\_\_ Dino\_\_\_ Parnala\_\_\_ Ritchie\_\_\_  
Student Members Cuellar\_\_\_ Tesfai\_\_\_

**V. Approval of the Agenda/Action**

**VI. Recognition/Presentations and/or Action 20 Minutes**

5. Resolution No. 049-1415: Recognition of Student Board Member Theresa Cuellar (Smith / Varadarajan)
6. Resolution No. 050-1415: Recognition of Student Board Member Leah Tesfai (Smith / Varadarajan)

**VII. Public Comment – Hearing of Visitors on Topics Not on Agenda 30 Minutes**

Members of the audience may comment on matters that are not included on the agenda. Each speaker will be allowed up to a maximum of three minutes (or less at the discretion of the Board President.) Sharing of minutes is not permitted. No action may be taken on a matter raised under "Hearing of Visitors on Topics Not on Agenda" until the matter has been specifically included on an agenda as an action item. When appropriate, the Board President will refer specific issues or requests to the Superintendent for follow-up.

**VIII. Public Comment – Hearing of Visitors on Topics on Agenda**

Members of the audience may comment on matters that are included on the agenda during the Board's consideration of the item. Each speaker will be allowed up to a maximum of three minutes (or less at the discretion of the Board President.) Sharing of minutes is not permitted.

**IX. Information Items****20 Minutes**

7. Local Control Accountability Program (LCAP) Update (Smith) – Essential #6
8. Items from the Board and Superintendent (Smith / Varadarajan)

**X. Consent Agenda Items – Action****10 Minutes**

9. Personnel Actions (McNamara)
10. Expenses for the Month of April, 2015 (Varadarajan) – Essential #6
11. Payroll Warrant Numbers/Cancelled Warrant Numbers April, 2015 (Varadarajan) – Essential #6
12. Resolution No. 039-1415, Board Member's Absence from Meeting Due to Illness – Authorization to Pay (Cheema) – Essential #6
13. Resolution No. 048-1415: Award Bid for the James Logan High School Roof Repairs Project and Approve Contract (Varadarajan) – Essential #6
14. Revised Board Policy #C-1250, Visitors/Outsiders, First Reading (Smith / Varadarajan)
15. New Board Policy #A-2140, Evaluation of the Superintendent, First Reading (Smith / Varadarajan)
16. Revised Board Policy #A-2210, Administrative Discretion Regarding Board Policy, First Reading (Smith / Varadarajan)
17. Revised Board Policy #P-4030, Nondiscrimination in Employment, First Reading (McNamara)
18. Revised Board Policy #P-4112.2, Certification, First Reading (McNamara)
19. Revised Board Policy #P-4112.21, Interns, First Reading (McNamara)
20. Revised Board Policy #P-4113.4, Temporary Modified-Light Duty Assignment, First Reading (McNamara)
21. Revised Board Policy #S-5141.33, Head Lice, Second Reading (Smith) – Essential #5
22. Revised Board Policy #S-5141.52, Suicide Prevention, First Reading (Smith)
23. Revised Board Policy #I-6020, Parent Involvement, First Reading (Smith) – Essential #7
24. Revised Board Policy #I-6200, Adult Education, Second Reading (Smith) – Essential #1
25. Revised Board Policy #BB-9223, Filling Vacancies, First Reading (Smith / Varadarajan)
26. Revised Board Policy #BB-9230, Board Candidate Orientation, First Reading (Smith / Varadarajan)
27. Revised Board Policy #BB-9321, Closed Session Purposes and Agendas, First Reading (Smith / Varadarajan)
28. Consultant Agreement for Solar Photovoltaic (PV) System Analysis and Request for Proposal Development (Varadarajan) – Essential #6

29. Ratification of Agreement Between New Haven Unified School District and Revolution Foods, Inc. (Varadarajan) – Essential #6
30. Approval of California Interscholastic Federation (CIF) Designation League Representatives for 2015-16 (Smith) – Essential #1
31. Approval of Contract Between The College Board and New Haven Unified School District (Smith) – Essential #6
32. Approval of a Memorandum of Understanding Between Hillview Crest Elementary and Playworks for 2015-16 (Smith) – Essential #
33. Approval of a Contract Change Order Between New Haven Unified School District and Ragar Consulting (Smith) – Essential #
34. Ratified Approval of an Agreement Between the City of Union City and New Haven Unified School District for the 2014-15 School Resource Officer Program (Smith) – Essential #5
35. Approval of Memorandum of Understanding Between Xito/Prescott College and NHUSD (Smith) – Essential #6
36. Approval of Proposal for Preconstruction Services – Blach Construction (Varadarajan) – Essential #6
37. 2014-2017 Collective Bargaining Agreement with the New Haven Teachers Association (McNamara)

#### **XI. Discussion and Action on Items Removed From Consent Agenda**

#### **XII. Adjournment**

<i>Essentials for Continuous Growth and Improvement</i>	
1	District-Wide Instructional Foci (e.g., literacy)
2	Data to Inform Instructional and Professional Development Decision Making
3	Targeted Professional Development Plan to Grow & Strengthen Instruction
4	Research-Based Best Instructional Practices
5	Creation & Maintenance of Effective & Safe Learning Environments
6	Alignment of all Resources (Human, Time, Money)
7	Parent & Community Involvement in Learning, Assessments & Supports

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Consent Agenda Items are considered routine matters and are voted on as a group by the Board. Members of the Board or audience may ask questions about consent items as if they were regular items. Upon Board request, an item may be removed from "consent" and voted on separately. The Board of Education, by law, may act only on those action items listed on the agenda. Backup material is available at the Educational Services Center for agenda items that are not confidential by calling 510-476-2623. A complete copy of the agenda with backup material, excluding confidential information, will be available at the Board meeting. Regular Board agendas are posted for inspection at least 72 hours in advance of the meeting at the Educational Services Center, 34200 Alvarado-Niles Road, Union City. The public may also inspect non-confidential documents distributed to the Board less than 72 hours before the meeting at this same location. Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's Office at least two working days before the meeting date.

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of California High School Exit Examination (CAHSEE)  
Waivers for Special Education Students (Education Code Section  
35146) – Essential # 2

**Department:**

Division of Teaching and Learning

**Action Requested:**


The Board of Education is requested to approve CAHSEE waivers for Special Education students at James Logan High School and Conley-Caraballo High School who have met the waiver criteria under Board Policy #I-6162.52.

**Discussion:**

Staff at James Logan High School and Conley-Caraballo High School have identified students who have met all the criteria for the waiver. Detailed information regarding these students has been provided to the Board under separate cover for consideration in closed session.

**Financial Summary:**

N/A

Prepared By: Tracie Noriega 

Department Approval: Arlando Smith 

Co-Superintendents Approval: Arlando Smith and Akur Varadarajan

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Resolution No. 049-1415, Recognition of Student Board  
Member Theresa Cuellar

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to adopt Resolution No. 049-1415, to recognize and thank Conley-Caraballo High School senior Theresa Cuellar for her work as a Student Representative to the Board of Education during the 2014-15 school year.

**Discussion:**

During the 2014-15 school year, Conley-Caraballo High School student Theresa Cuellar has served as the Student representative to the Board of Education, attending meetings, participating in public discussions and casting her vote. We thank Theresa for her many contributions to the New Haven Unified School District and wish her great success in the future.

**Financial Summary:**

**Prepared By:** Lori Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**NEW HAVEN UNIFIED SCHOOL DISTRICT**  
**Resolution No. 049-1415**

***Recognition of Student Board Member Theresa Cuellar***

**WHEREAS**, Theresa Cuellar has served as the Student Representative to the New Haven Unified School District Board of Education for the 2014-15 school year; and

**WHEREAS**, Theresa Cuellar has contributed to the District, its schools and community, and truly distinguished herself in public service; and

**WHEREAS**, Theresa Cuellar has consistently represented the best interests of the students of the New Haven Unified School District before the Board; and

**WHEREAS**, Theresa Cuellar will soon complete her term as Student Board of Education Representative to the New Haven Unified School District and will graduate from Conley-Caraballo High School on Monday, June 8, 2015.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the New Haven Unified School District Board of Education commends Theresa Cuellar for her service to the District and contributions to the Board of Education; and

**BE IT FURTHER RESOLVED**, that the New Haven Board of Education wishes Theresa Cuellar the best of luck and continued success in her future endeavors.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Arlando Smith, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California

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Akur Varadarajan, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California



# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Resolution No. 050-1415, Recognition of Student Board  
Member Leah Tesfai

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to adopt Resolution No. 050-1415, to recognize and thank James Logan High School junior Leah Tesfai for her work as a Student Representative to the Board of Education during the 2014-15 school year.

**Discussion:**

During the 2014-15 school year, James Logan High School student Leah Tesfai has served as the Student representative to the Board of Education, attending meetings, participating in public discussions and casting her vote. We thank Leah for her many contributions to the New Haven Unified School District and wish her great success in the future.

**Financial Summary:**

**Prepared By:** Lori Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

***NEW HAVEN UNIFIED SCHOOL DISTRICT***  
***Resolution No. 050-1415***

***Recognition of Student Board Member Leah Tesfai***

**WHEREAS**, Leah Tesfai has served as the Student Representative to the New Haven Unified School District Board of Education for the 2014-15 school year; and

**WHEREAS**, Leah Tesfai has contributed to the District, its schools and community, and truly distinguished herself in public service; and

**WHEREAS**, Leah Tesfai has consistently represented the best interests of the students of the New Haven Unified School District before the Board; and

**WHEREAS**, Leah Tesfai will soon complete her term as Student Board of Education Representative from James Logan High School of the New Haven Unified School District.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the New Haven Unified School District Board of Education commends Leah Tesfai for her service to the District and contributions to the Board of Education; and

**BE IT FURTHER RESOLVED**, that the New Haven Board of Education wishes Leah Tesfai the best of luck and continued success in her senior year of High School!

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Arlando Smith, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California

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Akur Varadarajan, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California





## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Local Control Accountability Program (LCAP) Update -  
Essential #6

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education will receive an update on the Local Control Accountability Program.

**Discussion:**

The 2013-14 Budget Act and associated legislation created a new school funding formula—the Local Control Funding Formula (LCFF). The LCFF provides districts with base funding tied to four grade spans; supplemental funding for English learners, low-income, and foster youth (EL/LI) students; and concentration funding for districts with relatively high proportions of EL/LI students. The legislation also created a new system of planning and support. The new plans—called Local Control Accountability Plans (LCAPs)—require districts to set goals and describe the actions they plan to take to achieve those goals.

The Board will receive a brief update tonight in preparation for the Public Hearing on the LCAP presentation scheduled to take place at the June 2, 2015 Board meeting, along with information gleaned from our feedback session on May 18<sup>th</sup> with officials at the Alameda County Office of Education.

**Financial Summary:**

n/a

**Prepared By:** Arlando Smith

**Department Approval:** Arlando Smith

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Personnel Actions – Essential #6

**Department:**

Personnel Services

**Action Requested:**

The Board is requested to approve the following personnel recommendations.

**Discussion:**

- ☒ Appointment(s)
- ☐ Short Term
- ☒ Co-Curricular
- ☒ Increase/Decrease in Assignment
- ☒ Leaves of Absence(s)
- ☐ Reclassification
- ☒ Resignation(s)
- ☒ Retirement(s)
- ☐ Return from Reemployment List
- ☐ Salary Adjustment
- ☒ Status Change(s)
- ☒ Working Out of Class
- ☐ Employment Agreement Extension

**Financial Summary:**

**Prepared By:** Derek McNamara

**Department Approval:** Akur Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
PERSONNEL ACTIONS  
May 19, 2015**

**RETIREMENT**

**Teacher**, 1.0 FTE, Cesar Chavez Middle, requesting retirement, effective June 12, 2015:  
Carol Meyers

**Teacher**, 1.0 FTE, Hillview Crest Elementary, requesting retirement, effective June 12, 2015:  
Susan Schwartz

**Teacher**, 1.0 FTE, Searles Elementary, requesting retirement, effective June 12, 2015:  
Annette Iwamoto

**Office Assistant II**, 1.0 FTE, Cesar Chavez Middle, requesting retirement, effective May 16, 2015:  
Mary De Voll

**RESIGNATIONS**

**Teacher**, 1.0 FTE, Pioneer Elementary, resigning effective April 26, 2015:  
Thien Nguyen

**Cafeteria Assistant**, .40 FTE, James Logan High, resigning effective April 28, 2015:  
Maria Martinez

**Teacher**, 1.0 FTE, Hillview Crest Elementary, resigning effective June 12, 2015:  
Renee Henderson

**Teacher**, 1.0 FTE, Cesar Chavez Middle, resigning effective June 12, 2015:  
Matthew Evans

**Teacher**, 1.0 FTE, James Logan High, resignation effective March 2, 2015:  
Michelle Galaria

**APPOINTMENTS**

**Classroom Assistant III**, .66667 FTE, Alvarado Elementary, effective April 30, 2015:  
23-1 Edith Burks

**Classroom Assistant III**, .80 FTE, Alvarado Elementary, effective April 30, 2015:  
23-5 Helena Rodriguez

**Teacher**, .50 FTE (shared position), Pioneer Elementary, shared position, effective for the 2015-2016 school year:  
Brianna Lopez

## **CO-CURRICULAR**

**Alvarado Middle**, Spring season, effective March 16, 2015 – May 28, 2015:

Alexander Retiro

Volleyball

1.125%/season

## **LEAVE OF ABSENCE**

**Teacher**, 1.0 FTE, James Logan High, requesting unpaid leave of .40 FTE, effective for the 2015-2016 school year:

Mark Peters

**Teacher**, 1.0 FTE, Pioneer Elementary, requesting shared assignment .50 FTE, effective 2015-2016 school year:

Claudia Borns

Theodora Davidson

**Teacher**, 1.0 FTE, Pioneer Elementary, requesting shared assignment .50 FTE, effective 2015-2016 school year:

Debra Ferguson

Megan Mahoney

**Teacher**, 1.0 FTE, Alvarado Elementary, requesting shared assignment .50 FTE, effective 2015-2016 school year:

Stacey Bastress

Carmen Galli

**Teacher**, 1.0 FTE, Pioneer Elementary, requesting shared assignment .50 FTE, effective 2015-2016 school year:

Gail Olivio

**Teacher**, 1.0 FTE, Hillview Crest Elementary, requesting shared assignment, effective 2015-2016 school year:

Magdalene Watson @ .40 FTE

Katherine Burrows @ .60 FTE

**Teacher**, 1.0 FTE, Pioneer Elementary, requesting unpaid leave of .50 FTE, under Reduced Work Load Program (Willie Brown), effective 2015-2016 school year:

Gail Olivio

**Teacher**, 1.0 FTE, Pioneer Elementary, requesting unpaid leave of .50 FTE, under Reduced Work Load Program (Willie Brown), effective 2015-2016 school year:

Debra Ferguson

**Teacher**, 1.0 FTE, Searles Elementary, requesting unpaid leave of .80 FTE, under Reduced Work Load Program (Willie Brown), effective 2015-2016 school year:

Patricia Busick

**Counselor**, 1.0 FTE, James Logan High, requesting Family Care Leave, effective May 13, 2015 – June 11, 2015:

Erika Luna

**WORKING OUT OF CLASS****Head Night Custodian:**

25-1 Hebrew Carcallas	Alvarado Middle	April 17, 2015 & April 20, 2015
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**Gardener Specialist:**

35-2 Vincent Turturici	Alvarado Middle	April 14, 2015 & April 15, 2015
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**Lead Gardener:**

38-2 Ismael Salcedo	Corporation Yard	April 15, 2015 & April 16, 2015
38-2 Jose Marquez	Corporation Yard	April 17, 2015 (only)

**INCREASE/DECREASE IN ASSIGNMENT**

**Teacher**, 1.0 FTE, Hillview Crest, increase to 1.20 (6/5) at James Logan High, effective March 16, 2015:  
Jorge Maldonado

**STAUS CHANGE**

**Classroom Assistant IV ABA**, .80 FTE, Alvarado Elementary, released from probation status, effective April 29, 2015:  
Helena Rodriguez

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Expenses for the Month of April, 2015 - Essential #6

**Department:**

Business Services

**Action Requested:**

The Board of Education is requested to approve these expense warrants.

**Discussion:**

The Board of Education by approving Resolution No. 047-1314 has authorized the district to purchase and sign contracts. All contracts signed are ultimately ratified by the Board, either by personnel appointments, approval of warrants or other methods in relationship to purchasing within monetary limits set forth in the Public Contract Code 20111, 20112 and 20118.

Based on the above, the District has issued warrants as follows for the month of April, 2015.

FUND		AMOUNT
01	General Fund	\$ 2,018,575.77
11	Adult Education	\$ 76.87
12	Child Development	\$ 130,473.42
13	Food Service Fund	\$ 245,605.39
14	Deferred Maintenance Fund	\$ -
17	Special Reserve Non Capital Outlay Fund	\$ -
21	Building Fund	\$ 27,118.09
25	Capital Facilities Fund	\$ -
40	Special Reserve Capital Outlay Fund	\$ 328.50
63	Other Enterprise Fund - Kids First	\$ 1,501.42
71	Retiree Benefit Fund	\$ 37,679.01
Subtotal:		\$ 2,215,753.08
Less: Unpaid Sales Tax:		\$ 3,750.56
<b>TOTAL PAYMENTS</b>		<b>\$ 2,212,002.52</b>

The detailed expense report is available in the Business Office, should the Board wish to review it.

**Financial Summary:**

Warrants have been issued.

Prepared By: T.Ybarra /Madeline Gabel

Department Approval: Akur Varadarajan

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Payroll Warrant Numbers/Cancelled Warrant Numbers  
April, 2015 - Essential #6

**Department:**

Business

**Action Requested:**

The Board of Education is asked to approve the payroll warrant numbers for the period April 1, 2015 to April 30, 2015.

**Discussion:**

From	To Warrant Number	Total
50570654	50570655	\$ 84.57
50575966	50576013	\$ 5,986,546.54
10515492	10515492	\$ 1,230.96
10516327	10516586	\$ 317,184.85
		\$ -
		\$ -
	<b>TOTAL</b>	<b>\$ 6,305,046.92</b>

Fund	Description	Total
01	General Fund	\$ 6,110,191.93
11	Adult Education Fund	\$ 11,440.72
13	Food Service Fund	\$ 89,915.77
14	Deferred Maintenance Fund	\$ -
21	Building Fund	\$ 5,731.92
35	County School Facilities Fund -Prop 1A	\$ -
63	Other Enterprise Fund - Kids First	\$ 45,774.58
71	Retiree Benefit Fund	\$ 41,992.00
	<b>TOTAL</b>	<b>\$ 6,305,046.92</b>

**Financial Summary:**

Warrant Numbers      Total: \$6,305,046.92  
Cancelled Warrants    Total: \$1,315.53

Prepared By: Mei Chan

Department Approval: Akur Varadarajan

Co-Superintendent Approval: Arlando Smith & Akur Varadarajan

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## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Resolution No. 039-1415, Board Member's Absence from Meeting Due to Illness – Authorization to Pay (Cheema)

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to approve Resolution No. 039-1415, Board Member's Absence from Meeting Due to Illness – Authorization to Pay (Cheema).

**Discussion:**

Board Policy #BB-9250 states that Board Members may be compensated for any meeting he/she missed when the Board, by resolution finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board (Education Code 35120).

Resolution No. 039-1415 recognizes the absence of Member Sarabjit Cheema from the Regular Board Meetings of January 20, February 3, February 17, March 20, and April 14, 2015 due to illness.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**NEW HAVEN UNIFIED SCHOOL DISTRICT**  
**Resolution No. 039-1415**

**WHEREAS**, Board Bylaw #BB-9250 provides that members of the Board may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board; and

**WHEREAS**, said provision requires that a Board resolution be duly adopted and included in the Board minutes; and

**WHEREAS**, Member Sarabjit Cheema was absent from the Regular Board Meetings held on Tuesday, January 20, February 3, February 17 March 10, and April 14, 2015 due to illness.

**NOW, THEREFORE BE IT HEREBY RESOLVED**, that Member Sarabjit Cheema receive compensation for said meeting.

**PASSED AND ADOPTED** by the following called vote this 19<sup>th</sup> day of May 2015:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Arlando Smith, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California

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Akur Varadarajan, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Resolution No. 048-1415: Award Bid for the James Logan High School Roof Repairs Project and Approve Contract - Essential #6

**Department:**

Business

**Action Requested:**

The Board of Education is requested to approve Resolution No. 048-1415: Award Bid for the James Logan High School Roof Repairs Project and approve a contract between New Haven Unified School District and Brazos Urethane, Inc. (Bid Schedule #691).

**Discussion:**

The District sent out bids for the James Logan High School Roof Repairs. On April 21, 2015 the District opened bids for this project. Only one contractor bid on this project.

On May 7, 2015, the District issued a Notice of Intent to Award the contract to Brazos Urethane, Inc. as this firm was the only responsive bidder on the contract. It is recommended that the total bid submitted by Brazos Urethane, Inc. be accepted and that administration be authorized to execute the final contract in the amount of Five Hundred Four Thousand Three Hundred Seventy-eight and 00/100 Dollars (\$504,378) for the roof repairs at James Logan High School, and to issue the Notice To Proceed.

**Financial Summary:**

This project will be funded by Bond Funds.

Prepared By: Akur Varadarajan

Department Approval: Akur Varadarajan

Co-Superintendent Approval: Arlando Smith & Akur Varadarajan

**NEW HAVEN UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 048-1415**

WHEREAS, this Board has heretofore on the 1<sup>st</sup> and the 8<sup>th</sup> days of April, 2015 advertised for bids for the James Logan High School Roof Repairs project, in the New Haven Unified School District of Alameda County, State of California; and

WHEREAS, the following bid was submitted to this Board in response to said requests on the 21<sup>st</sup> day of April, 2015.

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>Alternate #1</u>	<u>Alternate #2</u>	<u>Alternate #3</u>	<u>Alternate #4</u>	<u>Alternate #5</u>	<u>Total Bid</u>
Brazos Urethane, Inc.	\$427,788	\$23,220	\$25,856	\$8,256	\$4,651	\$14,607	\$504,378

WHEREAS, this Board desires to award the base bid and Alternates 1-5, and approve the contract for the only responsive bidder, Brazos Urethane, Inc. in the amount of FIVE HUNDRED FOUR THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS (\$504,378.00), including Federal Excise, California State and Local Sales or Use Tax; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that this Board accepts the base bid and Alternate 1-5 bid of Brazos Urethane, Inc. for the James Logan High School roof repairs project; and

BE IT HEREBY RESOLVED, that this Board rejects all base bids and alternate items of all other bidders; and

BE IT FURTHER RESOLVED, that upon receipt of a completely executed contract by Brazos Urethane, Inc., along with the payment and performance bonds, this Board be and they are hereby authorized and directed to enter into a contract in accordance with said successful bidder for providing for the James Logan High School Roof Repairs project on the basis

hereinbefore described; and that Co-Superintendent Akur Varadarajan be authorized and directed to enter into such a contract; and that the bid bond of such successful bidder be returned to him/her upon acceptance of the contract awarded to him/her (together with the bonds attached thereto).

PASSED AND ADOPTED by the following called votes this 19<sup>th</sup> day of May, 2015.

AYES:

NOES:

ABSENT:

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Arlando Smith, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California

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Akur Varadarajan, Co-Superintendent  
New Haven Unified School District,  
County of Alameda, State of California

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #C-1250, Visitors / Outsiders, First Reading

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to approve Revised Board Policy #C-1250, Visitors / Outsiders at First Reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association this policy revision includes new section regarding the presence on campus of registered sex offenders including parents/guardians of district students, based on their right to participate in their child's education.

The Board of Education is asked to approve Revised Board Policy #C-1250, Visitors / Outsiders at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**COMMUNITY****VISITORS/OUTSIDERS**

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the education program.

*(cf. 1240 – Volunteer Assistance)*

*(cf. 5020 – Parent Rights and Responsibilities)*

*(cf. 6020 – Parent Involvement)*

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

*(cf. 6116 – Classroom Interruptions)*

To ensure the safety of students and staff and avoid potential disruptions, the Board encourages all visitors to identify themselves to the principal or designee upon entering school grounds.

All outsiders, as defined in law and administrative regulation, shall register immediately upon entering any school building or grounds when school is in session. *(Penal Code 627.2)*

*(cf. 1112 - Media Relations)*

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. *(Education Code 51512)*

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

*(cf. 1312.1 – Complaints Concerning District Employees)*

*(cf. 1312.3 – Complaint Procedures [Uniform])*

**Presence Of Sex Offender On Campus**

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

**The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code [626.81](#))**

**COMMUNITY**

Legal Reference:

**CALIFORNIA EDUCATION CODE**

- 32210 *Willful disturbance of public school or meeting*
- 32211 *Threatened disruption or interference with classes; misdemeanor*
- 32212 *Classroom Interruption*
- 35160 *Authority of governing boards*
- 35292 *Visits to schools (board members)*
- 49091.10 *Parental right to inspect instructional materials and observe school activities*
- 51101 *Parent Rights Act of 2002*
- 51512 *Prohibited use of electronic listening or recording device*

**EVIDENCE CODE**

- 1070 *Refusal to disclose news source*

**LABOR CODE**

- 230.8 *Discharge of discrimination of taking time off to participate in child's educational activities*

**PENAL CODE**

- 290 *Sex Offenders*
- 626-626.10 *Schools*
- 626.81 *Misdemeanor for registered sex offender to come onto school grounds*
- 627-627.10 *Access to school premises, especially:*
- 627.1 *Definitions*
- 627.2 *Necessity of registration by outsider*
- 627.7 *Misdemeanors; punishment*

**COURT DECISIONS**

*Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4<sup>th</sup> 652*

**ATTORNEY GENERAL OPINIONS**

*95 Ops.Cal.Atty.Gen. 509 (1996)*

First Reading

February 7, 1995

May 7, 2013

May 19, 2015

Second Reading

February 21, 1995

May 21, 2013

Administrative Regulation for Board Policy #C-1250



# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

New Board Policy #A-2140, Evaluation of the Superintendent,  
First Reading

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to approve New Board Policy #A-2140, Evaluation of the Superintendent at First Reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association and to include language from the RTTT-D assurances, the Board of Education is asked to approve New Board Policy #A-2140, Evaluation of the Superintendent at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**ADMINISTRATION**

**Evaluation of the Superintendent**

**The Governing Board recognizes that, in order to effectively fulfill its responsibilities for setting direction, ensuring accountability, and providing community leadership for the district, it must adopt measures for holding the Superintendent accountable. At a minimum, the Board shall annually conduct a formal evaluation of the Superintendent's performance to assess his/her effectiveness in leading the district toward established goals. In addition, the evaluation process may include opportunities during the year for review of the Superintendent's progress toward meeting the goals. The evaluation shall be in accordance with the provisions of the Superintendent's contract and any applicable Board policy.**

*(cf. 0000 - Vision)*

*(cf. 2121 - Superintendent's Contract)*

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

**Evaluation criteria shall be agreed upon by the Board and Superintendent prior to the evaluation and shall include, but not be limited to, district goals and success indicators; educational, management, and community leadership skills; and the Superintendent's professional relationship with the Board.**

*(cf. 2110 - Superintendent Responsibilities and Duties)*

*(cf. 2111 - Superintendent Governance Standards)*

**The Board and Superintendent shall jointly determine the evaluation method(s) that will best serve the district and the structure and format of the instrument to be used. The evaluation will provide an assessment of performance, will encourage professional growth and will reflect student outcomes. The Superintendent's evaluation should be completed in June prior to the completion of the school year.**

**Prior to the evaluation, the Superintendent shall provide to the Board for its review a report of progress toward district goals, the Superintendent's self-appraisal of accomplishments and performance, and a statement of actions taken to address any Board recommendation from the previous evaluation.**

**Each Board member shall independently evaluate the Superintendent's performance. Based on these individual evaluations, the Board president shall produce a document that summarizes the individual evaluations. The Board shall then take action on this document and present it to the Superintendent for his/her response.**

**The evaluation shall provide commendations in areas of strength and achievement, provide recommendations for improving effectiveness in areas of concern and unsatisfactory performance, and serve as a basis for making decisions about salary increase and/or contract extension.**

**Should the Board decide to retain the Superintendent, increase salary and/or extend the Superintendent's contract, the decision should be made prior to the beginning of the new school year. A goal-setting conference with the Board President and the Board Clerk shall be held prior to the beginning of the new school year, or as per contract terms on a mutually agreed date to afford the Superintendent the opportunity to work with staff and site administrators to align site goals to**

**ADMINISTRATION**

**the goals of the District.**

**The Board shall meet in closed session with the Superintendent to discuss the evaluation. (Government Code 54957)**

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

**The Superintendent shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance or district progress.**

**After the Board and Superintendent have discussed the evaluation, the Board president and Superintendent shall sign the evaluation and it shall be placed in the Superintendent's personnel file.**

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

**At the open session after the Superintendent's evaluation or at a subsequent meeting, the Board and Superintendent shall jointly identify performance goals for the next school year.**

*(cf. 9400 - Board Self-Evaluation)*

Legal Reference:

GOVERNMENT CODE

53262 Employment contracts, superintendent

54957 Closed session, personnel matters

COURT DECISIONS

Duval v. Board of Trustees, (2001) 93 Cal.App.4th 902

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Superintendent Evaluation, 2006

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

First Reading

May 19, 2015

Second Reading

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #A-2210, Administrative Discretion  
Regarding Board Policy, First Reading

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to approve Revised Board Policy #A-2210, Administrative Discretion Regarding Board Policy at First Reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association this revision is recommended to reflect new law (SB70, 20111), which extends the flexibility to use funds received for 39 “Tier 3” categorical programs for any educational purpose thorough 2014-15.

The Board of Education is asked to approve Revised Board Policy #A-2210, Administrative Discretion Regarding Board Policy at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**ADMINISTRATION****Administrative Discretion Regarding Board Policy**

~~Through the adoption of written policies, the~~ Governing Board conveys its expectations for actions that will be taken in the district, clarifies roles and responsibilities of the Board and Superintendent, and **desires to be proactive in communicating Board its philosophy, priorities, and expectations for the district;** and direction **clarifying roles and responsibilities of the Board, Superintendent and other senior administrators; and setting direction for the district through written policies.** However, the Board recognizes that, at times, situations may arise in the **course of** operation of **operating** district schools or in the implementation of **implementing** district programs that are not addressed in Board policy or administrative regulation. When resolution of such a situations **may arise which may not be addressed in written policies,** necessitates immediate action, the Superintendent or designee shall have the authority to act on behalf of the district.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

If the **any** situation or its resolution may affect **in which immediate action is needed to avoid any risk to the safety or security of district students, or staff members, or property or disruption to** involve a significant impact on student learning, or create a distraction within the school community, the Superintendent or designee shall **have the authority to act on behalf of the district.**

**As necessary, the Superintendent or designee shall consult with other district staff, including the legal counsel, regarding the exercise of this authority.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.5 - Emergency Schedules)

**The Superintendent or designee shall** notify the Board as soon as practicable after **he/she exercises this authority.** its occurrence. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

**Tier 3 Categorical Flexibility**

~~The Board has determined that it is in the best interest of the district to utilize the categorical program flexibility authorized by Education Code 42605. In implementing the flexibility, the Superintendent, in accordance with Education Code 42605, may suspend any program or funding requirement reflected in any Board policy, administrative regulation, or other document designed for the operation of any Tier 3 categorical program to the extent that such suspension does not affect the terms of any existing district contract or bargaining agreement. As necessary, the Superintendent or designee shall consult with other~~

**ADMINISTRATION**

~~district staff, including the legal counsel and/or the chief business official, regarding the district's exercise of this flexibility.~~

~~The Superintendent or designee shall regularly report to the Board regarding how the district is exercising the flexibility and whether the desired results are being achieved.~~

~~(cf. 9320 - Meetings and Notices)~~

~~(cf. 9322 - Agenda/Meeting Materials)~~

Legal Reference:

**EDUCATION CODE**

35010 Control of district, prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35161 Powers and duties; authority to delegate

35163 Official actions, minutes and journal

Management Resources:

**CSBA PUBLICATIONS**

Impact of Local Control Funding Formula on Board Policies, Policy Brief, November 2013

**WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

First Reading

January 21, 2014

May 19, 2015

Second Reading

February 4, 2014

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #P-4030, Nondiscrimination in Employment, First Reading – Essential #6

**Department:**

Personnel

**Action Requested:**

The Board is requested to approve Revised Board Policy # P-4030, Nondiscrimination in Employment, at first reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association, the attached policy has been revised to reflect Government Code 12921, 12926 and 12940 as amended by AB 556 (Ch. 691, Statutes of 2013).

The Board of Education is asked to approve Revised Board Policy #P-4030 Nondiscrimination in Employment, at first reading.

**Financial Summary:**

N/A

**Prepared By:** D. McNamara

**Department Approval:** Akur Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #P-4112.2, Certifications, First Reading –  
Essential #6

**Department:**

Personnel

**Action Requested:**

The Board is requested to approve Revised Board Policy # P-4112.2, Certifications, at first reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association, the attached revised policy regulation reflects new Title 5 regulations (Register 2010, No. 43) which (1) provide that the Short-Term Staff Permit (STSP) and Provisional Internship Permit (PIP) now include an English learner authorization allowing the holder to provide services in English language development (ELD) or specially designed instruction in English (SDAIE); (2) allow the district to request that the holder of a STSP or PIP be granted a bilingual authorization to provide instruction in primary language development or content instruction delivered in the primary language; and (3) replace the Emergency Bilingual, Crosscultural, Language and Academic Development (BCLAD) Permit with an Emergency Bilingual Authorization Permit. Regulation also revises section on "Verification of Credentials" to reflect use of the Commission on Teacher Credentialing's (CTC) online system to verify credentials, and revises the section on "Basic Skills Proficiency" to clarify that there are multiple ways that teachers can fulfill the requirement to demonstrate basic skills proficiency beyond the California Basic Educational Skills Test.

The Board of Education is asked to approve Revised Board Policy #P-4112.2 Certifications, at first reading.

**Financial Summary:**

N/A

**Prepared By:** D. McNamara

**Department Approval:** Akur Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan



## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #P-4112.21, Interns, First Reading –  
Essential #6

**Department:**

Personnel

**Action Requested:**

The Board is requested to approve Revised Board Policy # P-4112.21, Interns, at first reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association, the attached policy being revised to reflect new law (AB 97, 2013) which eliminated the enhanced intern program, also reflects new Title 5 Regulations (Register 2014, No. 7) addressing the qualifications and support/supervision of interns.

The Board of Education is asked to approve Revised Board Policy #P-4112.21 Interns, at first reading.

**Financial Summary:**

N/A

**Prepared By:** D. McNamara

**Department Approval:** Akur Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #P-4113.4, Temporary Modified Light  
Duty Assignment, First Reading – Essential #6

**Department:**

Personnel

**Action Requested:**

The Board is requested to approve Revised Board Policy # P-4113.4, Temporary Modified-Light Duty Assignment, at first reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association, attached is the policy.

The Board of Education is asked to approve Revised Board Policy #P-4113.4 Temporary Modified Light Duty, at first reading.

**Financial Summary:**

N/A

**Prepared By:** D. McNamara

**Department Approval:** Akur Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

NEW HAVEN UNIFIED SCHOOL DISTRICT

Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #S-5141.33, Head Lice, Second Reading –  
Essential #5

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve Revised Board Policy #S-5141.33, Head Lice, second reading

**Discussion:**

This revision reflects new State guidance from California Department of Public Health. Revision is being recommended in order to bring our policies in alignment with the California School Boards Association. The attached Board Policy is presented for the Board's consideration.

Recommendation is made that the Board of Education approve Revised Board Policy #S-5141.33, Head Lice, at second reading.

**Financial Summary:**

Prepared By: Sarah Kappler 

Department Approval: Arlando Smith 

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan

**STUDENT POLICIES****Head Lice**

The Governing Board recognizes ~~believes that the district's head lice management program should emphasize the correct diagnosis and treatment of head lice in order to minimize disruption of the education process and to reduce the number of student absences resulting from infestation. In consultation with the school nurse, the Superintendent or designee may establish a routine screening program to help prevent the spread of head lice.~~ **infestations among students require treatment but do not pose a risk of transmitting disease. The Superintendent or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences.**

**The Superintendent or designee may distribute information to parents/guardians of preschool and elementary students regarding routine screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The Superintendent or designee also may provide related information to school staff.**

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. ~~The nurse or designee shall examine the student and other students who are siblings of the affected student or members of the same household.~~

If a student is found with active, adult head lice, he/she shall be ~~excluded from attendance.~~ **allowed to stay in school until the end of the school day.** The parent/guardian of an ~~excluded student shall receive information about recommended treatment procedures and sources of further information. The student shall be allowed to return to school following treatment and shall be checked by the nurse or designee before returning to class. Once he/she is determined to be free of lice, the student may be rechecked weekly for up to six weeks.~~ **any such student shall be given information about the treatment of head lice and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian also shall be informed that the student shall be checked upon return to school the next day and allowed to remain in school if no active head lice are detected.**

**Upon the student's return to school, the school nurse or designee shall check the student for active head lice. If it is determined that the student remains infected with head lice, the school nurse or designee shall contact the student's parent/guardian to discuss treatment. As needed, he/she may provide additional resources and/or referral to the local health department, health care providers, or other agencies.**

*(cf. 5141.3 - Health Examinations)*

**If the student is found consistently infested with head lice, she/she may be referred to a multidisciplinary team, which may consist of the school nurse, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.**

*(cf. 1020 - Youth Services)*

**STUDENT POLICIES**

*(cf. 5113 – Absences and Excuses)*

~~The Superintendent or designee shall send home the notification required by law for excluded students. (Education Code 48213)~~

~~(cf. 5112.2 Exclusions from Attendance)~~

~~(cf. 5145.6 Parental Notifications)~~

~~The principal and school nurse shall work with the parents/guardians of any student who has been deemed to be a chronic head lice case in order to help minimize the student's absences from school.~~

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 5113.1 Truancy)~~

~~When two or more students in any class have been identified as having a head lice infestation, all students in the class shall be examined. In consultation with the school nurse, the principal may also send information about head lice home to all parents/guardians of the students in that class.~~ **When it is determined that one or more students in a class or school are infested with head lice, the principal or designee may, at his/her discretion, notify parents/guardians of students in that class or school and provide them with information about the detection and treatment of head lice. Staff shall maintain the privacy of students identified as having head lice.**

~~(cf. 5125 - Student Records)~~

~~Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.~~

**Legal Reference:**

**EDUCATION CODE**

48320-48325 School attendance review boards

49451 Physical examinations: parent's refusal to consent

**Management Resources:**

**CALIFORNIA DEPARTMENT OF HEALTH SERVICES**

*Guidelines on Head Lice Preventional and Control for School Districts and Child Care Facilities, rev. March 2012*

*A PARENT'S GUIDE TO HEAD LICE, 2008*

**CALIFORNIA SCHOOL NURSES ORGANIZATION**

*Pediculosis Management, Position Statement, rev. 2011*

**WEB SITES**

*American Academy of Pediatrics: <http://www.aap.org>*

*California Department of Public Health: <http://www.cdph.ca.gov>*

*California School Nurses Organization: <http://www.scno.org>*

**STUDENT POLICIES**

*Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:*  
*<http://www.cdc.gov/parasites/lice/head>*

First Reading

February 1, 1994

April 3, 2007

March 11, 2014

Second Reading

March 1, 1994

May 1, 2007

May 19, 2015

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #S-5141.52, Suicide Prevention, First Reading

**Department:**

Superintendent

**Action Requested:**

The Board is requested to approve Revised Board Policy #S-5141.52, Suicide Prevention, at first reading.

**Discussion:**

This policy is being updated to align with research-based best practices, district support staff input and recommendations from the California School Boards Association.

The Board of Education is asked to approve Revised Board Policy #S-5141.52, Suicide Prevention at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**STUDENTS****SUICIDE PREVENTION**

~~During the past 20 years, the rate of adolescent suicide has almost tripled. Suicide is now the third leading cause of death between the ages of 15 and 24. The Governing Boards finds it imperative that this tragic situation be openly addressed and that all staff, students and parents/guardians be made aware of warning signs and procedures by which they may help suicidal students at this especially vulnerable age.~~

The **Governing** Board recognizes that **suicide is a major cause of death among youth and** all suicide threats must **should** be taken seriously. **In order to attempt to reduce suicidal behavior and its impact on students and families,** ~~The Superintendent or designee shall provide all staff members with procedures for intervening in low risk and in high risk crisis situations. These procedures shall include guidelines by which staff members may assess the seriousness of a student's risk for suicide.~~ **develop prevention, intervention, and postvention procedures.**

~~The Board believes that school staff, students and parents/guardians all can contribute significantly towards the prevention of adolescent suicide. The district shall, therefore, provide suicide prevention training for each of these segments of the school community.~~

**The Superintendent or designee may involve school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention, intervention, and postvention.**

*(cf. 1020 - Youth Services)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

~~The Board believes all parents/guardians should be aware of the severity of the youth suicide problem. Before suicide prevention is taught in classrooms, parents/guardians shall be invited to attend a meeting at which the school principal shall present the curriculum goals and the district suicide prevention policy. The meeting shall also be designed to help parents/guardians recognize warning signs of suicide, learn basic steps for helping suicidal youths and identify community resources that can help teenagers in crisis.~~

**Staff Awareness**

~~The Board strongly encourages teachers to help students of all ages develop both a positive self image and a realistic attitude towards potential accomplishments.~~

~~In order that all district staff may learn to recognize the warning signs of suicidal crisis, understand how to help suicidal youths and identify helpful community resources, the Superintendent or designee shall arrange annual inservice suicide prevention training for all certificated and classified staff. The district suicide prevention policy and procedures shall be thoroughly reviewed at this time. All staff shall be expected to learn to identify potentially suicidal students, to assess the degree of risk, to take preventive precautions and to report suicide threats to the appropriate authorities.~~

~~Inservice training shall be offered under the direction of a trained district counselor/psychologist or in cooperation with one or more community mental health agencies able to assist with district staff training.~~



**STUDENTS**

**Prevention and Instruction**

**Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.**

*(cf. 5131 - Conduct)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

**The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem. Suicide prevention instruction shall be incorporated into the health education curriculum in the secondary grades. Such instruction shall be aligned with state content standards and shall be designed to help students analyze signs of depression and self-destructive behaviors, including potential suicide, and to identify suicide prevention strategies.**

*(cf. 6142.8 - Comprehensive Health Education)*

**The Superintendent or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the district's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.**

~~The Board finds it appropriate that suicide prevention instruction be incorporated into the ninth and tenth grade curriculum. This instruction shall help students:~~

**Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training shall be offered under the direction of a district counselor/school psychologist/social worker and/or in cooperation with one or more community mental health agencies and may include information on:**

~~1. Understand how feelings of depression and despair can lead to suicide.~~ **Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors**

~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~

~~2. Identify alternatives to suicide and develop new coping skills.~~ **Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior**

~~3. Recognize the warning signs of suicidal intentions in their friends.~~ **Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health**

**STUDENTS**

~~4. Learn to listen, be honest, share feelings and get help when communicating with friends who show signs of suicidal intent.~~ School and community resources and services

~~(cf. 5141.6 - School Health Services)~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

5. ~~Identify community resources where teenagers can get crisis intervention help.~~ **District procedures for intervening when a student attempts, threatens, or discloses the desire to commit suicide**

~~(cf. 4131 - Staff Development)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

**Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the principal or school counselor. The principal or counselor shall then notify the student's parents/guardians as soon as possible and may refer the student to mental health resources in the school or community.**

~~(cf. 5141 - Health Care and Emergencies)~~

**Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.**

**Peer Counseling**

The Board endorses the use of **Whenever schools establish a** peer counseling~~ing~~ who can provide an effective support system **to provide support** for students who are uncomfortable communicating with adults. ~~Peer counselors shall be expected to have completed the suicide prevention curriculum, and demonstrated that they are able to~~ **including identification of** the warning signs of suicidal behavior; ~~make contact rapidly, and get a suicidal student to adult help~~ **and a referral of a suicidal student to appropriate adults.**

**Postvention**

**The Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity**

Legal Reference:

EDUCATION CODE

32280-32289 Comprehensive safety plan

41533 Professional Development Block Grant, suicide prevention training for teachers

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

**STUDENTS**

810-996.6 Government Claims Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Youth Suicide-Prevention Guidelines for California Schools, 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA DEPARTMENT OF MENTAL HEALTH PUBLICATIONS

California Strategic Plan for Suicide Prevention: Every Californian is Part of the Solution, 2008

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, 2001

**WEB SITES**

American Psychological Association: <http://www.apa.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Mental Health, Children and Youth Programs:

[http://www.dmh.ca.gov/Services\\_and\\_Programs/Children\\_and\\_Youth](http://www.dmh.ca.gov/Services_and_Programs/Children_and_Youth)

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Institute for Mental Health: <http://www.nimh.nih.gov>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

**First Reading**

February 1, 1994

May 19, 2015

**Second Reading**

March 1, 1994

NEW HAVEN UNIFIED SCHOOL DISTRICT

Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #I-6020, Parent Involvement,  
First Reading – Essential #7

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve revised Board Policy #1-6020, Parent Involvement, at first reading.


**Discussion:**

Board Policy #I-6020, Parent Involvement, is being revised to align our board policies with recommendations from the California School Boards Association.

Recommendation is made that the Board of Education approve Revised Board Policy #I-6020, Parent Involvement at first reading.

**Financial Summary:**

N/A

Prepared By: Tracie Noriega 

Department Approval: Arlando Smith 

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan

**INSTRUCTION****Parent Involvement**

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1230 - School-Connected Organizations)*

*(cf. 1240 - Volunteer Assistance)*

*(cf. 1250 - Visitors/Outsiders)*

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

*(cf. 5145.6 - Parental Notifications)*

The overarching goal of parent communication is to make sure that information is easily and readily accessible.

**Parents are welcome to choose their preferred level of participation to be able to match their availability and comfort level.** There are different levels of participation, so parents can choose how involved they wish to be. All parents are encouraged to participate in several school-sponsored activities each year. **These activities are created as opportunities for all parents to engage in meaningful interactions with the school. They support a partnership among staff, parents and the community to improve student growth and achievement.** These activities allow parents to get to know members of the school staff, so they feel more comfortable with the school. Parents who wish to be involved more directly with students, are encouraged to participate as classroom assistants, tutors, or aides. Finally, parents who are committed to being highly involved at the school governance level can participate as members of the School Site Councils, **Parent Teacher Clubs, and English Language Advisor Councils, and Equity Councils.**

Vehicles for communicating with parents and community are:

- Sending notices home are in the major languages.
- Providing translation services at most meetings.
- Making effective use of phone calls, ~~internet~~ **websites and email**, home visits, and parent-teacher conferences.
- Making parents/guardians aware of opportunities for volunteering in each school
- ~~Governance Vehicles~~ **Recruiting parents/guardians to serve on various site councils and committees/clubs.**

**INSTRUCTION**

- Offering professional development for parents through Academic Parent Teacher Teams **or other workshops of various topics that support students.**

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

**TITLE I SCHOOLS**

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (*Education Code 11503*)

*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318. (*20 USC 6318*)

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities. (*20 USC 6318*)

In years in which the District receives more than \$500,000 in Title I, Part A funds, not less than 1 percent of its allocation will be reserved to carry out 20 USC 6318 including promoting family literacy and parenting skills.

Parents of Title I students will be involved in the decisions regarding how the 1 percent reservation for parental involvement is allotted for parental involvement activities. (*20 USC 6318*)

*(cf. 3100 - Budget)*

The Superintendent or designee shall ensure that each school receiving Title I funds, develops a school-level parent involvement policy in accordance with 20 USC 6318.

**NON-TITLE I SCHOOLS**

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies

**INSTRUCTION**

describing how the district and schools will address the purposes and goals described in Education Code 11502. (*Education Code 11504*)

Legal Reference:

**EDUCATION CODE**

*11500-11506 Programs to encourage parent involvement*  
*48985 Notices in languages other than English*  
*51101 Parent rights and responsibilities*  
*64001 Single plan for student achievement*

**LABOR CODE**

*230.8 Time off to visit child's school*

**UNITED STATES CODE, TITLE 20**

*6311 Parental notice of teacher qualifications and student achievement*  
*6312 Local educational agency plan*  
*6314 Schoolwide programs*  
*6316 School improvement*  
*6318 Parent involvement*

**CODE OF FEDERAL REGULATIONS, TITLE 28**

*35.104 Definitions, auxiliary aids and services*  
*35.160 Communications*

**First Reading**

January 10, 1995  
July 18, 2006  
June 19, 2007  
January 15, 2013  
May 19, 2015

**Second Reading**

January 24, 1995  
August 15, 2006  
July 10, 2007  
March 19, 2013

Administrative Regulation for Board Policy #I-6020

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #I-6200, Adult Education,  
Second Reading – Essential # 1

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve the revised Board Policy #I-6200, Adult Education at second reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Associations, the attached Board Policy is presented for the Board's consideration. This is a revised board policy to reflect the current graduation requirements for the Adult High School Diploma that includes 1 year of Career Technical Education (CTE) as an option to meet graduation requirements in lieu of Foreign Language or Visual and Performing Arts. In addition, the GED Tier graduation requirements are for students who have successfully completed all parts of the GED and want to get a high school diploma.

On February 17, 2015, Board Policy #1-6200 was submitted for a first reading. Since then, there have been revisions that consist of removing "GED" from the Adult High School Graduation Requirements and changing the prescribed course of study for GED English from 4 to 3 years. Recommendation is made that the Board of Education approve revised Board Policy #1-6200, Adult Education, at second reading.

**Financial Summary:**

N/A

**Prepared By:** Quiauna Scott

**Department Approval:** Arlando Smith

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan



**INSTRUCTION**

**Adult Education**

The Governing Board recognizes that education is a lifelong process and that it is important for individuals to continuously develop new skills.

The Superintendent or designee shall develop and oversee the district's adult education program. The Board shall approve all courses to be offered in this program.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

**Adult High School Graduation Requirements**

Adult School students shall receive diplomas of graduation from Adult School only after completing the prescribed course of study and earning a minimum of 190 credits.

The prescribed course of study for Adult School students shall include:

English.....4 years  
Mathematics, (including Algebra I).....2 years

**Science**

Biological science.....1 year  
Physical science.....1 year

Social Studies, including United States history and .....3 years  
geography, world history, culture and geography;  
a one-semester course in American government and  
civics, and a one-semester course in economics

Visual/performing arts or foreign language or

**Career Technical Education**.....1 year

**Adult High School Graduation Requirements – GED Tier High School Diploma**

**Adult School students who have successfully passed all parts of the GED shall receive diplomas of graduation from Adult School only after completing the prescribed course of study and earning a minimum of 135 credits.**

**The prescribed course of study for Adult School students shall include:**

**English..... 3 years**  
**Mathematics, (including Algebra I). .... 2 years**

**Science**

**Biological science..... 1 year**  
**Physical science ..... 1 year**

Social Studies, including United States history and geography, world history, culture and geography; a one-semester course in American government and civics, and a one-semester course in economics..... 3 years  
Visual/performing arts or foreign language or Career Technical Education .....1 year

## California High School Exit Examination (CAHSEE)

Beginning in the 2005-06 school year, each student completing grade 12 shall have successfully passed the state exit examination in language arts and mathematics as a condition of high school graduation. (*Education Code 60851, 60859*)

(*cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities*)  
(*cf. 6159 - Individualized Education Program*)

Supplemental instruction shall be offered to any student who does not demonstrate “sufficient progress,” as defined in Board policy, toward passing the exit examination. (*Education Code 37252, 60851*)

(*cf. 6176 - Weekend/Saturday Classes*)  
(*cf. 6277 - Summer School*)

The Governing Board recognizes that the prescribed course of study may not accommodate the needs of some students. The Board, with the active involvement of parents/guardians, administrators, teachers, and students, shall adopt alternative means for the completion of prescribed courses, which may include:

1. Practical demonstration of skills and competencies.  
(*cf. 6155 - Challenging Courses by Examinations*)

2. Work experience or other outside school experience.  
(*cf. 6178.1 - Work Experience Education*)

3. Vocational education classes offered in high schools.  
(*cf. 6178 - Vocational Education*)

4. Courses offered by regional occupational centers or programs.  
5. Interdisciplinary study.  
6. Independent study.  
(*cf. 6158 - Independent Study*)

7. Credit earned at a postsecondary institution.

8. Credit for driver education and training which satisfies the requirements of Vehicle Code 12507.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (*Education Code 51225.3*)

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

(*cf. 5118 - Transfers; Withdrawals*)  
(*cf. 5127 - Graduation Ceremonies and Activities*)  
(*cf. 6146.3 - Reciprocity on Standards of Proficiency/Graduation Requirements*)

## Community Service

To receive a high school diploma, district students must perform 20 hours of community service in projects approved by the school principal or designee.

### Legal Reference:

#### EDUCATION CODE

*8500-8538 Adult education*  
*44865 Qualifications for home teachers in special classes*  
*46190-46192 Adult school; days of attendance*  
*46300.4 Independent study in adult education*  
*46351-46352 Adult Classes*  
*51040 Prescribed courses*  
*51225.3 Requirements for graduation*  
*51240-51246 Exemptions from attendance*  
*51730-51732 Elementary school special day and evening classes*  
*51810-51815 Community service classes*  
*52500-52523 Adult schools*  
*52530-52531 Use of hospitals*  
*52540-52544 Adult English classes*  
*52550-52556 Classes in citizenship*  
*52570-52572 Disabled adults*  
*52610-52616.24 Finances*  
*52651-52656 Immigrant Workforce Preparation Act*  
*52900-52904 Alternative education and work centers for high school dropouts*  
*60410 Books for adult classes*

#### CODE OF REGULATIONS, TITLE 5

*10501 Adult education*  
*10508 Records and reports*  
*10530-10560 Standards*  
*10600-10615 Adult education innovation*

#### UNITED STATES CODE, TITLE 8

*1184 Foreign students*

#### First Reading

January 10, 1995  
June 15, 2004  
February 17, 2015  
May 5, 2015

#### Second Reading

January 24, 1995  
July 20, 2004  
May 19, 2015

Administrative Regulation for Board Policy I-6200

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #BB-9223, Filling Vacancies, First Reading

**Department:**

Superintendent

**Action Requested:**

The Board of Education is requested to approve Revised Board Policy #BB-9223, Filling Vacancies at First Reading.

**Discussion:**

In an effort to align our board policies with recommendations from the California School Boards Association this policy reflects Government Code 1770 in which outdated language is being removed.

The Board of Education is asked to approve Revised Board Policy #BB-9223, Filling Vacancies at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**BYLAWS OF THE BOARD****Filling Vacancies****Events Causing a Vacancy**

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warrant proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be an inhabitant of the state or resident of the district (Government Code 1770)

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from state for more than 60 days, except in any of the following situations: (Government Code 1064)
  - a. Upon business of the school district with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days
  - c. For federal military deployment not to exceed six months as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may

**BYLAWS OF THE BOARD**

immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

d. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770 and 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath ~~or bond~~ within the time prescribed (Government Code 1770)

*(cf. 9224 - Oath or Affirmation)*

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. The making of an order vacating a Board member's office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

13. A failure to elect when either no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

**Timelines for Filling a Vacancy**

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs less than four months before the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs four or more months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)

**BYLAWS OF THE BOARD**

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093).

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

*(cf. 9220 - Governing Board Elections)*

**Provisional Appointments**

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

*(cf. 9130 - Board Committees)*

*(cf. 9323.2 - Actions by the Board)*

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

**Appointment Due to Failure to Elect**

When a vacancy occurs because no person or an insufficient number of candidates have been nominated (i.e., a failure to elect), and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the

**BYLAWS OF THE BOARD**

appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

*(cf. 9100 - Organization)*

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

**Legal Reference:****EDUCATION CODE**

5000-5033 Elections  
5090-5095 Vacancies  
5200-5208 Districts governed by boards of education  
5300-5304 Elections  
5320-5329 Order and call of election  
5340-5345 Consolidation of elections  
5360-5363 Election notice  
5420-5426 Cost of elections  
5440-5442 Miscellaneous provisions, elections  
35107 Eligibility of board members  
35178 Resignation with deferred effective date

**ELECTIONS CODE**

10600-10604 School district elections  
11381-11386 Candidates for recall

**GOVERNMENT CODE**

1064 Absence from state  
1770 Vacancies: definition  
3000-3003 Forfeiture of office  
3060-3075 Removal other than by impeachment  
6061 One time notice  
54950-54963 The Ralph M. Brown Act

**PENAL CODE**

88 Bribery, forfeiture from office

**UNITED STATES CODE, TITLE 18**

704 Military medals or decorations

**ATTORNEY GENERAL OPINIONS**

58 Ops.Cal.Atty.Gen. 888 (1975)

**Management Resources:****CSBA PUBLICATIONS**

Filling a Board Vacancy, rev. December 2010



**BYLAWS OF THE BOARD**

**WEB SITES**

CSBA: <http://www.csba.org>

California State Attorney General's Office, Quo Warranto Applications:  
<http://caag.state.ca.us/opinions/quo.htm>

**First Reading**

May 3, 1977

January 7, 1997

July 18, 2006

June 7, 2011

August 14, 2012

May 19, 2015

**Second Reading**

May 17, 1977

February 4, 1997

August 15, 2006

June 21, 2011

September 4, 2012

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #BB-9230, Board Candidate Orientation,  
First Reading

**Department:**

Superintendent

**Action Requested:**

The Board is requested to approve Revised Board Policy #BB-9230, Board Candidate Orientation, at first reading.

**Discussion:**

In an effort to align our district policies with recommendations from the California School Boards Association, this revision will align the responsibility of the superintendent(s) with district's authority.

The Board of Education is asked to approve Revised Board Policy #BB-9230, Board Candidate Orientation at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**BYLAWS OF THE BOARD**

**Board Candidate Orientation**

The Governing Board desires to provide Board candidates with ~~orientation~~ **information** that will enable them to understand the responsibilities of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities **and the County Election Official's contact information.**

*(cf. 9200 - Limits of Board Member Authority)*

*(cf. 9270 - Conflict of Interest)*

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates have the same access as members of the public to district staff and information.

*(cf. 1340 - Access to District Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

**New Board Member Orientation**

The Board and the Superintendent or designee shall help each new member-elect to understand district operations and the Board's functions, policies and procedures as soon after election as possible. Incoming members shall be given a copy of the Brown Act and informed that they must conform to its requirements as if they had already assumed office. Incoming members shall also receive the district's policy manual and other materials related to the school system and Board member responsibilities.

Incoming members are encouraged to attend Board meetings and meet with the Superintendent or designee and Board president regarding their role and responsibilities. They also may, at district expense, attend workshops for newly elected members.

*(cf. 9240 - Board Development)*

**Legal Reference:**

**EDUCATION CODE**

33360 Department of Education and statewide association of school district boards; annual workshops

33362 Reimbursement of expenses; member of school district board

**GOVERNMENT CODE**

54950-54963 The Ralph M. Brown Act, especially

54952.1 Member of a legislative body

54952.7 Copies of Brown Act to Board members

**First Reading**

July 18, 2006

May 19, 2015

**Second Reading**

August 15, 2006

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Revised Board Policy #BB-9321, Closed Session Purposes And Agendas, First Reading

**Department:**

Superintendent

**Action Requested:**

The Board is requested to approve Revised Board #BB-9321, Closed Session Purposes And Agendas, at first reading.

**Discussion:**

In an effort to align our district policies with recommendations from the California School Boards Association, this revision will more accurately reflect Government Code 54957 and to reflect current name of agency consistent with Government code 54954.5.

The Board of Education is asked to approve Revised Board Policy #BB-9321, Closed Session Purposes And Agendas, at first reading.

**Financial Summary:**

N/A

**Prepared By:** L. Valdes

**Department Approval:** Smith / Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

**BYLAWS OF THE BOARD****Closed Session Purposes And Agendas**

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meeting in accordance with law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

*(cf. 9321.1 - Closed Session Actions and Reports)*

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

*(cf. 1340 - Access to District Records)*

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

**Personnel Matters**

The Board may hold a closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

*(cf. 2140 - Evaluation of the Superintendent)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4215 - Evaluation/Supervision)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4315 - Evaluation/Supervision)*

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

**BYLAWS OF THE BOARD**

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

**Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a fact-finder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

The Board may meet in closed session with the Board's position and/or instruct its designated representative regarding salaries, salary schedules or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily-provided scope of representation. (Government Code 54957.6)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

The Board may also meet in closed session with a state conciliator or a mediator who has intervened in ~~these~~ proceedings regarding any of the purposes enumerated in Government Code 54957.6.

**BYLAWS OF THE BOARD**

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

**Matters Related to Students**

The Board shall meet in closed session to consider the expulsion of a student unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5125.3 - Challenging Student Records)*

*(cf. 5144 - Discipline)*

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed session in these cases in order to prevent the disclosure of confidential student record information.

*(cf. 5125 - Student Records)*

**Security Matters**

The Board may meet in closed session with the **Governor** Attorney General, district attorney, **district legal counsel**, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5

**BYLAWS OF THE BOARD**

to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

**Conference with Real Property Negotiator**

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

**Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the position in the litigation. For this purpose "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances:

1. Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion based on the advice of legal counsel "existing facts and circumstances", there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in #2 above are limited to the following: (Government Code 54956.9)



**BYLAWS OF THE BOARD**

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accidents, disasters, incidents, or transactional occurrences which might result in litigation, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.  
(*cf. 3320 - Claims and Actions Against the District*)
- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. The above record does not need to identify an alleged victim of tortuous sexual conduct or anyone making a threat on their behalf or identify an employee who is the alleged perpetrator of any unlawful or tortuous conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held.

If authority is based on Government Code 54956.9(a), the Board shall either state the title or identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5), Government Code 54956.9(b)(3)(B-E))

**Joint Powers Agency (JPA) Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of

**BYLAWS OF THE BOARD**

insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the JPA. During the district's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the joint powers agency and the name of the district representative on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

**Review of Audit Report from Bureau of State Audits**

Upon receipt of a confidential final draft audit report from the Bureau of State Audits **California State Auditor's Office**, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits **California State Auditor's Office**, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits **California State Auditor's Office** shall state "Audit by Bureau of State Audits **California State Auditor's Office**." (Government Code 54954.5)

**Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Legal Reference:

EDUCATION CODE

**BYLAWS OF THE BOARD**

35145 Public meetings  
35146 Closed session (re student suspension)  
44929.21 Districts with ADA of 250 or more  
48912 Governing board suspension  
48918 Rules governing expulsion procedures; hearings and notice  
49070 Challenging content of students records  
60617 Meetings of governing board

**GOVERNMENT CODE**

3540-3549.3 Educational Employment Relations Act  
6252-6270 California Public Records Act  
54950-54963 The Ralph M. Brown Act

**COURT DECISIONS**

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860  
Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672  
Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87  
Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876  
Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363  
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

**ATTORNEY GENERAL OPINIONS**

94 Ops.Cal.Atty.Gen. 82 (2011)  
86 Ops.Cal.Atty.Gen. 210 (2003)  
78 Ops.Cal.Atty.Gen. 218 (1995)  
59 Ops.Cal.Atty.Gen. 532 (1976)

**Management Resources:**

**CSBA PUBLICATIONS**

The Brown Act: School Boards and Open Meeting Laws, 2009

**ATTORNEY GENERAL PUBLICATIONS**

The Brown Act: Open Meetings for Legislative Bodies, 2002

**LEAGUE OF CALIFORNIA CITIES PUBLICATIONS**

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010

**WEB SITES**

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

League of California Cities: <http://www.cacities.org>

**First Reading**

May 18, 1999

August 21, 2007

May 6, 2014

May 19, 2015

**Second Reading**

June 15, 1999

September 18, 2007

May 20, 2014

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Consultant Agreement for Solar Photovoltaic (PV) System Analysis and Request for Proposal Development – Essential #6

**Department:**

Business

**Action Requested:**

The Board is requested to approve a Consultant agreement with Kenwood Energy for the Solar Photovoltaic (PV) System Analysis and Request for Proposal Development services.

**Discussion:**

On February 17, 2015, the Board approved the district wide solar projects, as a part of its Measure M projects.

In order to ensure that the District's goals and objectives for a District wide solar system are met, the District has procured the services of Kenwood Energy to provide the initial photovoltaic system analysis and request for proposal development services. The services include:

- Feasibility Study
- Bid Solicitation
- Contract Negotiations
- Other Miscellaneous solar photovoltaic support.

Kenwood Energy has provided comprehensive photovoltaic generation services to school districts for 15 years. As a consulting company, Kenwood does not have any affiliations with any products or contracts and will act as the District's representative on energy related issues without any conflict of interest.

**Fees:**

Kenwood Energy will bill the district on an hourly basis of \$165.00 per hour, not to exceed costs:

1. Feasibility Study	\$8,200.00
2. Proposal Solicitation	\$6,700.00
3. Contract Negotiations	\$2,400.00
4. Construction Support	\$1,320.00
	<u><u>\$18,620.00</u></u>

Kenwood Energy may also be utilized for other Prop 39 services/projects at the rate of \$165.00 per hour.

**Financial Summary:**

The cost for these services is not to exceed \$18,620.00 and will be paid from Prop 39 funds.

Prepared By: Akur Varadarajan

Department Approval: Akur Varadarajan

Co-Superintendent Approval: Arlando Smith & Akur Varadarajan

**New Haven Unified School District  
Consultant Scope of Work  
Solar Photovoltaic (PV) System Analysis  
and  
Request for Proposal Development**

Kenwood Energy has provided comprehensive photovoltaic (PV) generation services to school districts for 15 years in the form of: technical feasibility studies; request for proposal development and support; contracting and financing; and construction management. As a consulting company, we do not have any affiliations with any products or contractors, and can therefore act as the District's representative on energy related issues without any conflict of interest. Our experience has resulted in the installation of hundreds of high quality PV systems with minimal change orders.

Kenwood Energy is pleased to present the following scope of work in support of the District's Proposition 39 projects.

**TASK ONE – FEASIBILITY STUDY:**

- 1. Kick-off Meeting:** Successful projects begin with development of a detailed work plan and schedule. A kick-off meeting will help to ensure that the District's goals and objectives are clearly understood at the outset. The kick-off meeting is an effective way to finalize the scope of each of the following tasks, develop an implementation schedule, review expectations, and to obtain drawings and other materials that will be required to complete the project.
- 2. Site Assessment:** Kenwood Energy will utilize plan documents and on-site surveys to evaluate the available area suited for PV installation. The field visits will start immediately after the kick-off meeting. Kenwood Energy will also review historical energy data for each utility account at the facility to balance potential PV output with future facility energy costs, accounting for potential energy conservation.

Kenwood Energy will utilize its proprietary Photovoltaic Energy Production tool to assess the value of the energy produced by each PV system. The tool takes into account such factors as local solar radiation, system inclination and orientation angles, panel efficiency, inverter efficiency, the utility's electric rate, the facility energy use, and the effects of heat and dirt on PV system performance.

We will then complete a life cycle analysis that accounts for installation costs, financing options, ongoing maintenance costs, energy cost inflation, PV panel output degradation, rebates, and discount rates. The value of the generated energy is then compared to actual energy costs for each of the applicable utility electric rates.

We can also help the District evaluate alternative methods of purchasing PV systems, or the energy from PV systems. Kenwood Energy is familiar with, and has utilized, CEC loans, Proposition 39 funds, Clean renewable energy bonds (CREB), and Power Purchase Agreements (PPA).

**a. Deliverables:** Upon completion of the energy and economic analysis, Kenwood Energy will generate a technical report that summarizes the analysis, and will meet with the District to present and discuss the analysis results. The Report will provide the following:

- i. Accurate estimate of installation costs
- ii. Projection of energy generation and the value of the generated energy.
- iii. Results of a life-cycle-cost analysis with the Net Present Value and the Internal Rate of Return.

## **TASK 2 – BID SOLICITATION:**

**1. Bid Specification and RFP Development:** Whether purchasing a PV system outright or through a PPA, the District will have the PV system on its property for twenty years or more. Therefore it is very important to develop a comprehensive specification and set of bid documents that clearly details the District's performance requirements and quality standards. The specification will need to:

- a. Define the objectives of the District
- b. Describe the Scope of Work to be provided
- c. Detail warranty and performance standards
- d. Establish quality standards
- e. Detail pre-construction and post construction submittal requirements
- f. Specify material requirements
- g. Detail installation standards
- h. Define the requirements of the Data Acquisition System
- i. Outline commissioning and start-up requirements

In addition to the specification, the District will need a set of submittal documents that each bidder must include with the proposal. These documents may include a Proposal Form, Price Sheets for each of the purchasing options, Non-collusion affidavit, the Proposal Bond form, an addendum acknowledgement, list of subcontractors, contracting license information form, and statement of qualifications and experience. Kenwood Energy will complete a draft of these forms and incorporate them into the District's preferred format.

Kenwood Energy will meet with the District once to go over the RFP details, and obtain district edits and input. Input from that meeting will be used to finalize the RFP.

2. **District Boilerplate Documents:** The RFP will typically include a set of "boilerplate" documents from the District, including insurance requirements, sample contract, and legal requirements. Kenwood Energy will review the District's documents for appropriateness.
3. **RFP Support:** Kenwood Energy will support the District throughout the bid process by leading the pre-bid meeting, and answering technical questions throughout the proposal process.
4. **Proposal Review and Evaluation:** Kenwood Energy will review all of the proposals in detail. We will develop a summary of all of the proposals using our energy-output-modeling tool to estimate the value of the energy produced by each proposed system. A life cycle cost analysis will be completed of each proposed system, resulting in economic metrics that can be used to compare the proposals on an apples-to-apples basis.

Kenwood Energy can complete a variety of different financial analysis for different financing methods. These cash flow tables will outline all costs and all cost savings, including loan terms, energy cost escalation, cost of inflation, on a year by year basis.

We will also identify and list other notable items from each proposal that should be considered in selecting the vendor. Often, proposals are submitted with important information missing, or important information included that is difficult to find. We have reviewed hundreds of proposals from dozens of vendors and know where to find the important details. Some of these details may include: who owns the green house gas credits; is there a cost to remove the system at the end of the term; who is responsible for insuring the system; etc.

**a. Deliverables:** Deliverables for this task will include:

- i. A complete Request for Proposals including bid sheets.
- ii. Support through the RFP process.

- iii. Competing proposals for the installation services.
- iv. Support in selecting the contractor.

### **TASK 3 – CONTRACT NEGOTIATIONS:**

Kenwood Energy has extensive experience reviewing energy contracts and related agreements. Kenwood Energy will work with the District and its legal representation to evaluate the agreements in detail. Kenwood Energy's focus will be on the energy aspects of the agreement, but we will also be familiar with the agreement in its entirety.

**a. Deliverables:** Deliverables for this task will include:

- i. Review of the final contract providing edits and comments regarding energy related items.

### **TASK 4 – MISCELLANEOUS HOURLY:**

Kenwood Energy will assist the District with tasks in addition to those discussed above for up to 8 hours, upon District direction and approval.

### **FEES**

Kenwood Energy proposes to bill the District on an hourly basis. Kenwood Energy's hourly rates are:

Senior Engineer	\$165.00 per hour
Not to Exceed costs	
Task 1: Feasibility Study	\$8,200.00
Task 2: Proposal Solicitation	\$6,700.00
Task 3: Contract Negotiations	\$2,400.00
Task 4: Construction	\$1,320.00

Costs include expenses. Kenwood Energy will submit monthly progress payment invoices. Payments shall be made within 30 days of receiving Kenwood Energy's invoice. Expenses will be passed through at cost, and mileage will be billed at IRS standard rates.

### **References**

Dana Armanino  
County of Marin  
Energy Management Team Mgr

Liz Yager  
County of Sonoma  
Energy and Sustainability Manager



415 499 3292

Juan Arias  
County of Napa  
Engineering Manager  
707 259 8374

707 565 6167

Tasha Wright  
Administrative Analyst  
City of Santa Rosa  
707 543 4546

## Company Overview

Kenwood Energy was established in 2000 to fill a need created by the pending deregulation of the electric industry in California. Kenwood Energy acts as our customer's advocate. We do not have any affiliations with energy companies, contractors, or products. We are able to act as an independent source of information and guidance to assist our customers in making decisions related to energy use.

Kenwood Energy offers Energy Management Services that fall into three broad categories:

- **Energy Audits** - that focus on the development of comprehensive energy management plans. Our expertise includes lighting, refrigeration, pumping, fans, air conditioning, heating, hot water, manufacturing processes, and plug loads.
- **Renewable Generation** services include sophisticated energy output projections and feasibility analysis, developing Requests for Proposals, developing construction specifications, and providing installation support supervision. We have extensive experience with solar electricity, solar thermal, wind, fuel cells, and conventional cogeneration. Kenwood Energy has supported our customers with the installation of more than 5 MW of renewable energy, with another 2 MW in process.
- **Climate Protection** services and analysis. Kenwood Energy has supported our customers in the development of greenhouse (GHG) baselines, quantifying the impacts of energy efficiency and self-generation projects or greenhouse gas emissions, and have developed Action Plans that define how targets will be reached, reporting, and tracking.

Kenwood Energy has successfully provided a combination of these services to numerous customers, including: the counties of: Sonoma, San Mateo, Napa, and Marin; the cities of: Temecula, San Carlos, Berkeley, Emeryville, and Novato; as well as Special Districts, Real Estate Investment Trusts, Hotels, Wineries, Schools, and other private customers. Following is a partial list of recently completed projects.

## Current Projects

- County of Sonoma Comprehensive Energy Project (CEP): The CEP includes a 1.4 MW fuel cell, four new 250 ton chillers, new condensing boilers, new cooling towers, motor VFDs, pumps, lighting, and solar energy. Kenwood Energy has supported the County on this project for more than five years. Our tasks have included the original opportunity assessment, development of an RFP and selection of an Energy Service Contractor, PEER review of ESCO project evaluation, development of the Measurement and Verification plan, punch list inspections, ARRA reporting, utility rebate support, and support in hiring County energy management staff.
- Vallejo Sanitation and Flood Control District: Kenwood Energy completed a PV feasibility study that summarized the size and economics of several options combined with shifting load to off-peak hours at the Sears Point pump station. The District has presented the project to the Board and is preparing to move into the next stage.
- Laguna County Sanitation District: Kenwood Energy was responsible for completing and initial study that evaluated the demand for solar energy, and the financial return, for both of the District's energy meters. The project moved forward and Kenwood Energy developed a comprehensive RFP that resulted in 10 qualified proposals. Each of the proposals was evaluated for the financial return to the District. Three of the proposals were short-listed, and interviewed for final contractor selection.
- City of Santa Rosa: Kenwood Energy completed a feasibility study that properly sized the PV system based on the value of energy for several different utility rate tariffs.
- City of Novato: Kenwood Energy supported Sports City with the development of an RFP for solar energy at three City facilities, evaluated bids, and supported Sports City through the installation process.
- Dixie School District: Kenwood Energy completed the feasibility study, developed an RFP for three District Schools, evaluated the economics of the proposals, and assisted with selecting the vendor. The District is in the initial stages of construction.
- County of Sonoma Energy Partnership: We are working with County staff to enter into a partnership with PG&E to provide energy efficiency services to county and city facilities, school districts, low income PG&E customers, and other PG&E customer segments.
- Napa County Climate Action Plan: Kenwood Energy is working with the County of Napa to develop its GHG baseline in preparation for the passage of Assembly Bill 32. The baseline will be used to develop the County's targets for GHG reductions.
- Tustin PV Parking Structure: Kenwood Energy is working with

- The Marin Energy Management Team (MENT): Kenwood Energy is a team member on this PG&E administered and CPUC funded program that provides rebates and installation support services to all of the cities and school districts in Marin County. Kenwood Energy provides all of the technical services associated with energy efficiency and distributed generation.
- Wineries Energy Solutions Program: Kenwood Energy is a team member on this PG&E administered and CPUC funded program that provides rebates and installation support services to small and medium wineries across PG&E's service territory. Kenwood Energy provides all of the technical services associated with energy efficiency and distributed generation.

### **Completed Projects**

- Town of Windsor: Kenwood Energy worked with the Town's engineering staff to identify solar photovoltaic (PV) opportunities, develop the Town's request for Proposal, evaluate proposals, interview bidders, council presentations, and negotiate the Power Purchase Agreement (which is a lease / buy-back arrangement that allows government entities the ability to see the benefit of the federal investment tax credits) for its wastewater treatment facility
- Contra Costa Mosquito and Vector Control District: Kenwood Energy evaluated the facility's potential for a PV system, developed the RFP, and supported the District through contract negotiations. The system is currently under construction.
- Fifth Street Garage – Napa: Kenwood Energy worked with the County of Napa and the County's architect and engineering team to project the annual energy use of the proposed facility, recommend energy efficiency opportunities based on the preliminary design, model the energy production of multiple types of solar electric Photovoltaic (PV) technologies, and complete a life cycle cost analysis of the PV options considering rebates, financing, and power purchase agreements.
- Old Towne Garage – Temecula: As a result of the work completed in Napa, Sports City of Temecula's architect engaged Kenwood Energy to complete a similar analysis for Temecula.
- West County Wastewater District – Richmond: Kenwood Energy completed the preliminary opportunity assessment for PV at the District's Treatment facility. Based on the analysis, the District is moving forward with a 1 MW PV system. Kenwood Energy wrote a Request for Proposal for the purchase of the system, plus requested Power Purchase Offers that result in no out-of-pocket cost to the District.
- Sonoma County Climate Action Plan: Kenwood Energy created an interactive climate protection model for the County. We worked with several other engineering consultants and PG&E funded energy efficiency programs to

identify more than 40 comprehensive energy management strategies that could be combined in any way, to develop three Action steps, and two Action Plan alternatives that would allow the County to reach its greenhouse gas (GHG) reduction goals.

- St Supery Winery: Kenwood Energy completed a comprehensive energy audit of the winery and identified energy management strategies that included a lighting retrofit, refrigeration air handler replacement, modification to the refrigeration system controls, the installation of a new glycol circulating pump motor, variable speed control of the circulating pump, and solar electric generation. Each of these items has been implemented, except for the PV system, which the owner elected not to install.
- Donaghy Sales: Kenwood Energy was Donaghy's representative in the selection of a PV vendor for a 980 kW PV system.
- PG&E Technical Matrix: Kenwood Energy is an approved vendor on PG&E Technical Consulting Matrix. Kenwood Energy completes comprehensive energy audits on an as-needed basis. Some of the audits have included plastics molding companies, university housing, and hospitals.
- PG&E Training: Kenwood Energy provides energy management training to PG&E staff and contractors in lighting, HVAC, refrigeration, and controls.
- Marin County Exhibit Hall: Kenwood Energy completed a comprehensive energy audit of the County's Exhibit Hall and identified lighting and air conditioning retrofit projects. Kenwood Energy worked with the County to obtain a California Energy Commission Low Interest loan to fund the project, thus in effect using the energy savings from the lighting retrofit to pay for the air condition replacement.
- Las Gallinas Valley Sanitary District Pump Station PV: LGVSD had received proposals for a solar Photovoltaic system that would offset 100% of the energy costs of operating their irrigation pump station. Kenwood Energy was hired to evaluate the vendor proposals, but in the process we identified \$15,000 in annual savings from energy management strategies. Implementing these strategies at a cost of \$70,000 resulted in a reduced PV system size, instantly saving LGVSD ~ \$400,000 in PV installation costs.
- Las Gallinas Valley Sanitary District WWTP PV: Due to the success of the Pump Station PV system, the District elected to purchase a PV system that offset 85% of the energy costs of the main treatment facility. Kenwood Energy was responsible for sizing the system and writing the PV system specification and bid documents. Some unique aspects of this project include transmitting the energy approximately one mile at 12,000 volts from the PV system site to the treatment plant at transmission level voltages, and constructing the system that would resist settling when constructed on Bay mud.

- Sonoma County Children's Home: The County wanted to select a vendor to construct the new \$10,000,000 children's home based on the life cycle cost of constructing, owning, and operating the facility. Kenwood Energy developed a bidding tool that gave contractors credit for including construction options that might reduce energy use, or generate energy on-site, thus allowing the County to pay more for the facility up front, but obtaining a higher quality facility that costs less to operate over its life.

Kenwood Energy's list of projects is long. We have only listed a few of the more recent and interesting projects above. We would be delighted to provide additional information on other projects upon request. Please let us know if you would like addition information on any of the following projects:

- Marin County Office of Education lighting retrofit
- Napa County Juvenile Justice Center PV system
- The Schools Energy Efficiency Program
- Napa County Sheriff facility PV system and energy efficiency modification.
- City of Sonoma Sheriff facility PV system
- Sonoma County Juvenile Justice Center PV system and Thermal Energy Storage analysis
- Alameda County Office of Education lighting retrofit
- City of Berkeley photovoltaic system
- City of Emeryville photovoltaic system
- Throckmoton Fire Station PV system in Marin County
- Clovis Fire Station PV system
- Amador County PV system

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Ratification of Agreement Between New Haven Unified School District and Revolution Foods, Inc. – Essential #6

**Department:**

Business

**Action Requested:**

The Board is requested to ratify the agreement between New Haven Unified School District and Revolution Foods Inc.

**Discussion:**

The District is introducing a pilot supper program for its Kids Zone and Kids First programs at Guy Emanuele Elementary, Searles Elementary, and Cesar Chavez Middle schools. The supper program is a federally funded program through the Child and Adult Care Feeding Program. This program is available to school sites that have a 50% or more Free and Reduced eligibility.

The pilot program is for a period of 24 days, beginning on May 4, 2015 and ending on June 10, 2015. Revolution Foods, Inc. will be providing the fully reimbursable meals for this program, at a cost of \$2.90 per meal.

**Financial Summary:**

The total cost of this federally funded pilot program is \$18,096 (\$2.90/meal x 260 meals x 24 days).

**Prepared By:** Angelia Nava

**Department Approval:** Akur Varadarajan

**Co-Superintendent Approval:** Arlando Smith & Akur Varadarajan

## AGREEMENT BETWEEN REVOLUTION FOODS, INC. and New Haven Unified School District

**Vendor:** Revolution Foods, Inc.  
8383 Capwell Dr. Oakland, CA 94621

**Receiving Sponsor:** New Haven Unified School District  
34200 Alvarado Niles Road, Union City, CA 94587

**Agreement Number:**

**Vendor Number:**

This agreement made this April 27, 2015 between the Vendor, Revolution Foods, Inc., hereinafter referred to as Revolution Foods and the receiving sponsor, New Haven Unified School District, hereinafter referred to as NHUSD, is created for the purpose of providing:

☒ Supper meals

### It is hereby agreed that:

**A. Agreement Period:** This agreement for the pilot program will begin on May 4, 2015 and will end June 10, 2015.

**B. Meal Ordering:** The number of entrées/meals prepared by Revolution Foods will be determined by the quantity ordered by NHUSD. NHUSD will notify Revolution Foods of the quantity needed for each week no later than 5:00 p.m. of each Tuesday. Refer to Section F – Meal Price.

**C. Meal Components for Supper meals:** Revolution Foods will provide fully reimbursable supper meal with accompanying vegetables, sides and milk.

### **D. Delivery and Service of Meals**

1. Revolution Foods will transport meals from the preparation site to the school site. The delivery time to NHUSD will be agreed upon by both parties.
2. Revolution Foods will provide all of the equipment necessary to transport the entrées to NHUSD. NHUSD shall make available for pickup any and all property owned by Revolution Foods.
3. The delivery address will be:
  - a. CCMS:  
2801 Hop Ranch Road, Union City, CA 94587
  - b. Guy Emmanuel:  
100 Decoto Road, Union City, CA 94587
  - c. Searles:  
33629 15th Street, Union City, CA 94587

### **E. Recordkeeping for Supper meals**

1. Revolution Foods will maintain all necessary records on the nutritional components and quantities of the meals delivered to NHUSD and make said records available for inspection by NHUSD, State and Federal authorities upon written request. Revolution Foods will retain records for a period of three years from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
2. Revolution Foods will provide to NHUSD document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. NHUSD shall be responsible for notifying Revolution Foods within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. NHUSD shall be responsible for forwarding the complete written notification from the governing entity so that Revolution Foods is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

**F. Meal Price:** Revolution Foods will charge NHUSD the following:

Item	# of Serving Days	Average Minimum # of Meals per Delivery	Price per Meal
Supper Meals	24	260	\$2.90



**G. Payment Terms:** Revolution Foods will issue itemized electronic invoices. NHUSD shall submit payment to Revolution Foods in such form as required by Revolution Foods within thirty (30) days of receipt of Revolution Foods invoice. Revolution Foods reserves the right to charge up to a one and half percent interest rate (compounded monthly) on any balance left unpaid on an invoice. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

**H. Confidentiality and Rights In Data:** During the term of this agreement, Revolution Foods may grant to NHUSD a nonexclusive right to access certain proprietary materials of Revolution Foods, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Revolution Foods), and similar compilations regularly used in Revolution Foods' business operations (trade secrets). NHUSD shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement unless required by law, subpoena or court order.

Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure. This provision shall survive termination of this agreement.

**I. Indemnity:** Revolution Foods agrees to defend, indemnify and hold harmless NHUSD and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Revolution Foods in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

NHUSD agrees to defend, indemnify and hold harmless Revolution Foods and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of NHUSD in the performance of this Agreement, and to pay all claims, damages, judgments,

legal costs, adjuster fees and attorney fees related thereto.

**J. Limitation of Liability:** Excluding either party's obligations in Indemnity above, in the event either party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to Revolution Foods over the previous twelve months. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

**K. Insurance:** Revolution Foods will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide NHUSD with a certificate, upon request, evidencing insurance in the amount, naming NHUSD as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to NHUSD.

**L. Termination**

1. Either party may terminate this agreement for cause:
  - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
  - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
2. Either party may terminate this agreement at any time by giving written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, NHUSD and Revolution Foods shall make settlement of all amounts due hereunder as follows.



3. The following shall occur upon termination, whether by cause or convenience:

- a. Revolution Foods shall be paid according to the invoice issued to NHUSD for all entrées and services provided through the effective termination date of service within fifteen (15) days of the effective date of termination.
- b. NHUSD will return all equipment owned by Revolution Foods immediately upon stoppage of service.

**M. Force Majeure:** Neither Revolution Foods nor NHUSD shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this agreement, “force majeure” means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.

**N. Severability:** To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**O. Survival of Certain Terms:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall

survive such termination or expiration date and shall be enforceable as provided herein.

**P. Modification and Amendment:** This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

**Q. Cooperation of the Parties:** Revolution Foods and NHUSD agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party’s approval is necessary or desirable. Any material changes to contract requests will require a formal contract revision or addendum and prices will be adjusted accordingly.

**R. Assignment:** In the event all or substantially all of Revolution Foods’ assets are acquired by another company, Revolution Foods shall notify NHUSD in writing. Within 30 days, NHUSD has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.

**S. Choice of Law:** This agreement shall be construed under the laws of the State of California.

**T. Section Headings:** The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Telephone Number
Rich Sikoral, VP Support Services	(510) 596-9024
Signature of Revolution Foods Official	Date
Name and Title of NHUSD Official	Telephone Number
Signature of NHUSD Official	Date

NEW HAVEN UNIFIED SCHOOL DISTRICT

Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of California Interscholastic Federation (CIF)  
Designation League Representatives for 2015-16 – Essential #1

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve the designation of representatives for the California Interscholastic Federation for 2015-16.

**Discussion:**

Each year, the CIF requires that New Haven Unified designate representatives to the league. The formal CIF 2015-16 designation is attached.

**Financial Summary:**

N/A

Prepared By: Arlando Smith

Department Approval: Arlando Smith

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan

### 2015-2016 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 24, 2015.

New Haven Unified School District/Governing Board at its May 19, 2015 meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2015-2016 school year as the school's league representative:

#### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL James Logan High School  
NAME OF REPRESENTATIVE Mr. Abhi Brar POSITION Vice Principal  
ADDRESS 1800 H St CITY Union City ZIP 94587  
PHONE (510)471-2520 FAX (510)471-0514 E-MAIL abrar@nhusd.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL James Logan High School  
NAME OF REPRESENTATIVE Ms. Annette Blandford POSITION Athletic Director  
ADDRESS 1800 H St CITY Union City ZIP 94587  
PHONE (510)471-2520 FAX (510)471-0514 E-MAIL ablandford@nhusd.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL James Logan High School  
NAME OF REPRESENTATIVE Mr. Ron Polk POSITION House Principal  
ADDRESS 1800 H St CITY Union City ZIP 94587  
PHONE (510)471-2520 FAX (510)471-0514 E-MAIL rpolk@nhusd.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL James Logan High School  
NAME OF REPRESENTATIVE Mr. Francis Rojas POSITION House Principal  
ADDRESS 1800 H St CITY Union City ZIP 94587  
PHONE (510)471-2520 FAX (510)471-0514 E-MAIL frojas@nhusd.k12.ca.us

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

Superintendent's or Principal's Name Dr. Arlando Smith Signature \_\_\_\_\_  
Address 34200 Alvarado-Niles Rd City Union City Zip 94587  
Phone (510)471-1100 Fax (510)471-7108

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

### 2015-2016 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 24, 2015.**

New Haven Unified School District/Governing Board at its May 19, 2015 meeting,  
(Name of school district/governing board) (Date)  
 appointed the following individual(s) to serve for the 2015-2016 school year as the school's league representative:

#### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL James Logan High School  
 NAME OF REPRESENTATIVE Ms. Yvonne Hull POSITION House Principal  
 ADDRESS 1800 H St CITY Union City ZIP 94587  
 PHONE (510)471-2520 FAX (510)471-0514 E-MAIL yhull@nhusd.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL James Logan High School  
 NAME OF REPRESENTATIVE Mr. Damian Mackey POSITION House Principal  
 ADDRESS 1800 H St CITY Union City ZIP 94587  
 PHONE (510)471-2520 FAX (510)471-0514 E-MAIL dmackey@nhusd.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_  
 NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_  
 NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

Superintendent's or Principal's Name Dr. Arlando Smith Signature \_\_\_\_\_  
 Address 34200 Alvarado-Niles Rd City Union City Zip 94587  
 Phone (510)471-1100 Fax (510)471-7108

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

NEW HAVEN UNIFIED SCHOOL DISTRICT

Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of Contract Between The College Board and  
New Haven Unified School District - Essential #6

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve the contract between The College Board and New Haven Unified School District.


**Discussion:**

Included in the Race to the Top-District (RTT-D) grant is funding for all 10<sup>th</sup> grade students to take the PSAT. This agreement with The College Board will provide for the exam.

A copy of the agreement is attached for your review.

**Financial Summary:**

Overall cost of \$14,025.00 to be funded through RTT-D.

Prepared By: Lisa Metzinger 

Department Approval: Arlando Smith 

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan 



**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00012422**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (the "Agreement"), is made as of this **May 01, 2015** ("Effective Date"), by and between New Haven Unified School District ("Client") and the College Board (the "College Board").

**WHEREAS**, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services & Deliverables.** The College Board shall furnish Client with the exams, products, services and/or deliverables ("Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. The parties agree that purchases after the commencement date of this Agreement shall be added by an addendum signed by both parties covering such Deliverables.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of July 1, 2015 and, unless sooner terminated as provided herein, will expire on 06/30/2016 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If the Term includes testing for the 2015-2016 academic year or after, for such period, this Agreement, including the applicable Schedule(s), will be revised to reflect operational changes associated with any redesigned assessments. If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties, Ownership, or Confidentiality provisions, then the College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the deliverables under that Schedule shall cease, and Client shall: (a) immediately cease all use of the applicable deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

**2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2015-2016 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

**5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

**9.0 Miscellaneous.**





**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law.** This Agreement is governed by the laws of the State of New York, U.S.A. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

The College Board  
250 Vesey Street  
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**With a copy to**  
Legal Department

The College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000

Email: Legalnotice@collegeboard.org

**To Client:**

Yvonne Hull  
Coordinator  
New Haven Unified School District  
34200 Alvarado Niles Road  
Union City, California 94587  
Tel: (510) 471-2520  
Email: yhull@nhusd.k12.ca.us

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege



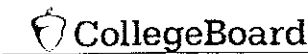
hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any License or Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Licenses or Deliverables if Client fails to issue the Client Purchase Order for such License or Deliverable, as applicable, prior to the scheduled delivery date for such License or Deliverable.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00012422

NEW HAVEN UNIFIED SCHOOL  
DISTRICT

THE COLLEGE BOARD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Stacy Caldwell  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President, SAT & PSAT NMSQT  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. SCOPE OF WORK**

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®1</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing districts with access to additional savings when districts pay to engage at least one entire grade of students in taking the PSAT/NMSQT ('Participating Grade'). Shifting this financial obligation from the student to the district provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by the Client in the Section III (List of Participating Schools).

**A. Description of Services and Deliverables.**

**1. Standard PSAT/NMSQT Program Deliverables**

**1.1. School and Student Deliverables:**

- 1.1.1. PSAT/NMSQT test materials (student guides and test booklets)
- 1.1.2. Student Paper Score Report (one copy sent to school)
- 1.1.3. Student Online Score Report, with linkages to Khan Academy; students can upload their test results. Students receive free personalized unique study plans based on their performance;
- 1.1.4. School online access to individual student score reports and aggregate score reports, and downloadable student data file
- 1.1.5. School online access to AP Potential™
- 1.1.6. The Official Educator Guide

**1.2. District Deliverables:**

- 1.2.1. District online access to individual student score reports and aggregate score reports, and downloadable student data file
- 1.2.2. District online access to AP Potential

The test shall be administered on October 14, 2015.

Aggregate and student reports and student-level data file will be delivered via the College Board website.

**2. Delivering SAT Practice Tools and Support**

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<https://www.khanacademy.org/sat>). Client will receive access to comprehensive reporting, allowing them to track and monitor student participation and progress. Client will be responsible for distributing information about Khan Academy and encouraging usage. Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

**II. PSAT/NMSQT TERMS AND CONDITIONS**

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<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



A. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, My College QuickStart, and the publications and reports described in Section I (Scope of Work), including all copyrights, trademarks<sup>3</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

B. **Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes district-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

C. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

D. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section III (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section IV (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section V (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section IV (Fee Calculation for Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 14, 2015**. Schools without a valid high school code must submit a high school request form by **August 31, 2015**.

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Schedule.

### III. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	AI CODE
James Logan High School	050969

### IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official National School Lunch Program (NSLP) percentage of the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools<sup>1</sup> to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

National School Lunch Program	Multiple Assessments and/or Grades	Single Assessment and/or Grade
<25%	\$12.00	\$14.00
>=25%	\$11.25	\$12.75

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT examination. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

<sup>1</sup> The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2015**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$15.00 per student.

No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

#### V. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>
Name:	Yvonne Hull	Tracie Noriega	Akur Varadarajan
Title:	Coordinator		Business Manager
Address:	34200 Alvarado Niles Road	34200 Alvarado Niles Road	34200 Alvarado Niles Road
City/State /Zip:	Union City, California 94587	Union City, California 94587	Union City, California 94587
Phone:	5104712520		5104711100
Email:	yhull@nhusd.k12.ca.us	tnoriega@nhusd.k12.ca.us	avaradarajan@nhusd.k12.ca.us

<sup>1</sup> This is the person to whom the College Board should direct primary communications.

<sup>2</sup> This is the person to whom the College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.



Contract # CB-00012422

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	March 17, 2015	March 16, 2016	1100	\$12.75	\$16,500.00	\$2,475.00	\$14,025.00

Subtotal: \$16,500.00  
Total Discount: \$2,475.00  
Total Cost: \$14,025.00

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of a Memorandum of Understanding Between  
Hillview Crest Elementary and Playworks for 2015-16 –  
Essential #3

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve a MOU between Hillview Crest Elementary and Playworks.

**Discussion:**

Playworks will work with Hillview Crest staff in a 5-8 month long partnership for the 2015-16 school year with the objectives of: instilling a strong culture of play, improving the school day, and sustaining a healthy recess. The implementation will consist of 30-hours of staff professional development, 5 on site consult visits, a parent workshop, materials, and playground equipment, if needed. The 30-hours of professional development will be composed of a cohort of Hillview Crest staff members that include teachers, paraprofessionals, noon supervisors, and administrative staff. Professional development will cover topics such as group management strategies, building cooperation amongst children, youth leadership, and playground planning and design to structure a safe and inclusive playground

**Financial Summary:**

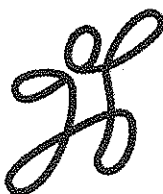
\$22,500 to be paid by site Title I funds.

**Prepared By:** Jessica Lange

**Department Approval:** Arlando Smith 

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan 





# PLAYWORKS

EDUCATION ENERGIZED

## 2015-16 MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between Playworks and Hillview Crest Elementary School (the "School").

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school. This memorandum of understanding is entered into for the purpose of establishing an effective partnership between the District and Playworks.

### Scope of work

Playworks and the School will partner to increase opportunities for safe and meaningful play for every kid. For the duration of the 2015-16 school year, Playworks will provide a mix of services addressing the unique needs of the school. Playworks will provide professional development services to school staff, enabling the school to take ownership of the initiation and implementation of their recess programming.

### Training Logistics

#### Training Schedule:

Playworks the School understand that:

1. Recess 360° Training will be delivered throughout the 2015-16 academic year, starting July/August 2015.  
Date/time: \_\_\_\_\_  
Date/time: \_\_\_\_\_
2. Consultative visits will be scheduled with Playworks and the Principal of each Training school.
3. All training and consultative visits must be scheduled by October 2015 and completed by February 2016.

#### Training Consultative Visits:

The purpose of each consultative visit is to move a school closer to a well thought out, coordinated recess system that helps shift the entire school culture. In order to accomplish this:

1. The school will receive up to 5-6 visits of on-site assistance & consulting with one visit happening prior to the official start of the Recess 360 (additional visits can be added at the daily consulting rate of \$2,500, priced before travel).
2. Consultative Visits consist of a range of services, including, but not limited to: recess observations, modeling of games with students, a recess team check in, and a Playground Assessment.

3. During each consultative visit, the recess team needs to be available to meet as a group with the trainer for 60-90 minutes.
4. The focus of each 60-90 minute session will consist of the following topics:
  - a. Assessment
  - b. Recess Action Planning
  - c. Reassessment and Plan Revisions
  - d. Implementation Revisions/ Fine-tuning
  - e. Program Evaluation

#### **Training Sustainability Strategizing**

1. The Playworks Trainer will work with the School to schedule the remaining workshops and Consultative Visits.
2. Consultative Visits that are cancelled by the School after travel has been booked cannot be rescheduled.

#### **Training Workshops**

1. The School will receive up to 30 hours of professional development, 3 hours per 10 workshops
2. The Playworks Trainer will work with the School to schedule the trainings
3. Workshops that are cancelled by an individual school after travel has been booked cannot be rescheduled.
4. Participants of each training will include all members of the recess team and all staff that is on the playground during recess.

#### **Successful Training Implementation:**

The School understand that the following will influence the level of success of the Recess 360° Training Program.

1. A Parent or Staff member at the School will be designated as the "Recess Coach."
2. The Recess Coach will be present on the playground five days a week during 100% of all recess times.
3. In addition to and separate from the Recess Coach, the School agrees to provide adequate adult yard supervision during all recess.
4. Playworks Trainer and Recess Coach will work with the School to create an organized playground environment during all school recesses. Playworks believes that recess is an integral part of the school day.
5. Playworks recommends that the Recess Coach also be given occasional access to classes in order to teach games to smaller groups of students.
6. Playworks recommends that the Recess Coach's work hours include 1-2 hours before recess begins to implement recess systems.

**Training Data Collection:** The District and Schools agrees to participate in reasonable data collection efforts at various times throughout the year. This may include, but is not limited to:

- teacher surveys
- recess coach surveys
- principal surveys
- student surveys
- email questionnaire
- phone interview
- written statement about services and impact

\* Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders

**Training Equipment:**

The School will receive basic equipment to help support recess time. Playworks believes that equipment can be used as a medium to help facilitate play, but is not a determining factor to the success of recess. Replacement and upkeep of the equipment is the responsibility of the School and/or District

Equipment to be included with the Recess 360 Training (one set of equipment per school that receives a full day of Consultation):

- 2 – 6" soft balls
- 1- 16" Playground ball
- 4- 8" rubber Kick balls
- 2- Soccer balls
- 1- Football
- 2- Basketballs
- 6-Jump Ropes
- Chalk
- 50- Cones
- 4- Sets of 15 flags
- Playworks Game Guide

**Playworks Trainer** will NOT function in a supervisory role of the Recess Coach, but will be able to provide administrators with periodic updates. Updates typically include goals and objectives (created by Recess Coach and Playworks Trainer) and recess observations (completed by Playworks Trainer).

**Mutual Indemnity:** By signing this agreement **Hillview Crest hold harmless Playworks**, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Playworks") from any and all liability arising from the training. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines, settlements and all other amounts that Playworks becomes legally obligated to pay because of any claim or claims made against Playworks arising from the Event.

By signing this agreement, **Playworks agrees to indemnify and hold harmless Hillview Crest** its directors, officers, employees, agents, affiliates, successors and assigns for any and all claims for death, bodily injury and damage to tangible property caused by the sole negligence or wrongful act of Playworks staff, agents or representatives, arising from this training event. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines and settlements

**Program Suspension/Termination:** At the discretion of Playworks or the School, and with reasonable advance notice, programming may be discontinued at the School during the course of the school year. Playworks reserves the right to suspend programming if payment of amounts owed is not made in a timely manner.

**Liability:** Playworks agrees to provide the school and district with current insurance for both liability and workers compensation for all Playworks employees. The certificate of insurance must name the district as additional insured. The District will provide their own liability covering all District employees that attend/ participate Playworks programming.

**Cancellation:** It is the right of The District to cancel this service agreement without cause by providing written notice of cancellation to the Consultant within five (5) days of the termination of services. This cancellation may be due to the availability of fiscal resources. "No shows" are non- refundable.

Please notify us immediately of any problems in regards to the payment schedule. Payments can be made out to: *Attn: Accounting, Playworks, 380 Washington St, Oakland, CA 94607.*

**Cost:**

- 1) **Training:** Recess 360°
- 2) **Travel**

\$22,500  
n/a

**Total Cost of Project:**

**\$22,500**

**Payment Schedule:**

Payment on all invoices is due within 30 days of invoice date. Please initial next to your requested payment schedule for 2015-16:

\_\_\_\_\_ **Full year:** invoiced August 1<sup>st</sup>, 2015

\_\_\_\_\_ **Semester:** 50% invoiced August 1<sup>st</sup>, and 50% January 2016

Please notify us immediately of any problems in regards to the payment schedule. Payments can be made out to: *Attn: Accounting, Playworks, 380 Washington St, Oakland, CA 94607*

**Playworks Education Energized**

Signed: \_\_\_\_\_ Hector Salazar  
Senior Account Manager  
380 Washington Street  
Oakland, CA 94607  
May 6<sup>th</sup>, 2015

**Hillview Crest**

Sign: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NEW HAVEN UNIFIED SCHOOL DISTRICT

Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of a Contract Change Order Between New Haven Unified School District and Ragar Consulting – Essential #4

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve a contract change order Between NHUSD and Ragar Consulting.

**Discussion:**


The Division of Teaching and Learning, in collaboration with Ragar Consulting, has engaged in a comprehensive English Learner Program Alignment Study to investigate current district practice in serving the needs of the English Language Learners. On October 21, 2014, the Board approved a contract between NHUSD and Ragar Consulting. The current change order request is in association with the increased costs for study at James Logan High School.

**Financial Summary:**

\$5,479.07 to be covered by Title III federal funding.

Prepared By: Scott Pizani 

Department Approval: Arlando Smith 

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan 

NEW HAVEN UNIFIED SCHOOL DISTRICT

**Board Agenda Item**

Meeting Date: May 19, 2015

**Subject:**

Ratified Approval of an Agreement Between the City of Union City and New Haven Unified School District for the 2014-15 School Resource Officer Program - Essential #5

**Department:**

Division of Teaching and Learning

**Action Requested:**

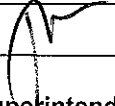
The Board of Education is requested to approve an agreement between the City of Union City and New Haven Unified School District for the 2014-15 School Resource Officer program as a ratification.

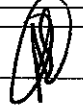
**Discussion:**

The Board is requested to approve the expenditure of \$16,000 for School Resource Officer services rendered by the City of Union City for the 2014-15 school year.

**Financial Summary:**

\$16,000 from the School and Safety grant, a Tier 3 program.

Prepared By: John Mattos 

Department Approval: Arlando Smith 

Co-Superintendents Approval: Arlando Smith & Akur Varadarajan



AGREEMENT  
BETWEEN THE CITY OF UNION CITY AND  
THE NEW HAVEN UNIFIED SCHOOL DISTRICT  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM  
SCHOOL YEAR 2014/2015

The City of Union City and the New Haven Unified School District agree the School Resource Officer Program will consist of one full time police officer, who will be assigned to James Logan High School.

• • •

PURPOSE:

The purpose of the New Haven Unified School District/Union City Police Department joint School Resource Officer Program is to establish and maintain a positive and safe atmosphere at the school that is conducive to the education process. The primary function of the School Resource Officer is, when possible, to respond to the law enforcement needs at James Logan High School, in conjunction with the needs of the City of Union City.

GOALS:

- Assist in providing a safe and secure school campus for students and staff;
- Promote open communication and mutual understanding between officials of the School District and the Police Department;
- Create a greater respect for law and order in the public school system;
- Enhance communication and understanding between the students and the Police Department;
- Maintain a regularly assigned police officer at James Logan High School, to respond to various situations;
- Provide continuity in Police/School District relations;

- Provide enforcement of the California Education Code when necessary;
- Provide for direct action in the apprehension of criminal violators on or near the school campuses.

## DUTIES:

The duties of the School Resource Officers will consist of, but are not limited to:

- Enforcement of Federal, State, Municipal and Education Code statutes, on or about the area of the school campus and/or within the City of Union City;
- Conduct investigations originating from the School District, relating to juvenile involved (criminal) incidents within the City of Union City;
- Complete appropriate reports and/or other material needed to document activity or contacts at James Logan High School when necessary;
- When possible, maintain a presence on or about the James Logan High School campus before school, during breaks, lunch hours and when school ends;
- Coordinate the scheduling of police officers at special school events (e.g. football games, dances, concerts, parades, etc.);
- When possible, develop and conduct training and education programs for School District employees, at the request of, or in coordination with the School District, (e.g. mandatory reporting procedures, gang and drug information updates, etc.);
- Act as liaison between the Police Department, the schools, the community and outside law enforcement agencies;
- Provide gang violence education, intervention and information gathering when necessary;
- Attend School Resource Officer meetings as needed;
- Attend School Attendance Review Board (SARB) meetings as needed;



- Assist Law Enforcement Officers and Investigations in the arrest of juveniles on school campuses when necessary;
- Assist the Investigation section, on major cases (e.g. homicides, assaults with serious injuries, etc.), when participants are juveniles and attending James Logan High School.

## SELECTION AND EVALUATION:

The Union City Police Department and the New Haven Unified School District will jointly participate in the selection of the officers participating in the School Resource Officer Program. Officers will be selected for a two year assignment; with two, one year options (for a maximum assignment of four years), with the approval of all parties. Officers may be selected for a shorter assignment (i.e. 6 months, 1 year, etc.) based on available police resources.

The District personnel will provide input for the officer's annual performance evaluations and may make recommendations for modifications in the duties of the School Resource Officers, as needed.

## ADMINISTRATION:

The School Resource Officer Program will be administered by the Police Department Patrol Commander. The program will be supervised by the Community Services Section Sergeant, with input and suggestions from the School District.

The School Resource Officer will be assigned in that capacity for the ten months designated as the "school year". He/she will assume the assignment on or about August 15<sup>th</sup> of the "school year" and complete assignment on or about June 15<sup>th</sup> of the "school year".

The School Resource Officer will work a forty hour work week, on a 4/10 schedule. The officer will be scheduled Monday through Thursday or Tuesday through Friday, 7:00 AM to 5:00 PM.

The School Resource Officer will generally be available on the days that school is in session, during the "school year". He/she will take their holidays, compensatory time off and regularly scheduled vacations, during school holidays or summer vacation. School officials will contact Police Dispatch to have an officer respond for calls for service at James Logan High School when the School Resource Officer is not available, due to job related training, illness, personal emergency or other absence.

The Police Department reserves the right to temporarily reassign the School Resource Officer in a case of a disaster or other Police emergency.

During the summer months (June 15<sup>th</sup> to August 15<sup>th</sup>), the School Resource Officer may take elected time off. The School Resource Officer will be assigned to the Community Oriented Policing Unit, Patrol or other position based on the Department's need during the summer months, when not on elected time off.

#### FINANCING:

The New Haven Unified School District agrees to pay \$16,000 for the 2014/1015 school year. The City of Union City agrees to pay of the remainder of all salary and benefits for the full-time police officer for the school year.

The billing cycle for this agreement will be August 15<sup>th</sup> through June 15<sup>th</sup>. On the 1<sup>st</sup> of June of each year, the City Finance Office shall submit a complete itemized statement of salary and benefits for each officer assigned to the School Resource Officer Program.

All support equipment for the officers, i.e. cars, gunbelts, weapons, uniforms, etc., will be provided by the Police Department.

#### TERM OF AGREEMENT:

This agreement shall remain in effect for one (1) school year, beginning with the school year 2014-2015. Notice of any changes to or termination of, this agreement shall be made no later than six months before the upcoming school year. For the purpose of this notification, the school year will be deemed to start August 15<sup>th</sup> of each year.

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Tony Acosta  
Interim City Manager  
CITY OF UNION CITY

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Akur Varadarajan  
Co-Superintendent  
NEW HAVEN UNIFIED SCHOOL DISTRICT

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Arlando Smith  
Co-Superintendent  
NEW HAVEN UNIFIED SCHOOL DISTRICT

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of Memorandum of Understanding between  
XITO/Prescott College and NHUSD– Essential # 6

**Department:**

Division of Teaching and Learning

**Action Requested:**

The Board of Education is requested to approve the Memorandum of Understanding between  
XITO/Prescott College and New Haven Unified School District.

**Discussion:**

In October 2013, Board Policy #0415 was passed. This policy on Equity defines its belief in culturally responsive teaching. As part of our explicit work in Equity and according to our Board Policy #00415, Consultants from XITO, Xican Institute for Teaching and Organizing will provide teacher training in research based practices in culturally, socially, and historically responsive/sustainable/empowering pedagogical practices that are highly effective, especially with our traditionally marginalized and underserved student populations.

The District requests approval of this Memorandum of Understanding for the XITO/Xican Institute for Teaching and Organizing that will occur on August 6-8, 2015.

**Financial Summary:**

\$10,000 via Title I and Title II Funds.

**Prepared By:** Tracie Noriega

**Department Approval:** Arlando Smith 

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

XITO, Xican Institute For Teaching and Organizing  
August 6-8, 2015

The following constitutes a memorandum of understanding between XITO/Prescott College and New Haven Unified School District regarding their responsibilities and shared commitment to the successful implementation of the XITO, Xican Institute For Teaching and Organizing as a strategy for providing education leaders with the tools, resources, and strategies necessary for deeper learning and implementation of culturally responsive pedagogy and curriculum.

1. Executive Summary of Project:

XITO/Prescott College and the New Haven Unified School District will enter into a strategic partnership, that will build the knowledge, will, relationships and skills for administrators and teachers to fully embrace and sustain new approaches to teaching and learning aligned to common core standards integrated across the curriculum, culturally relevant curriculum, and the development of 21st century skills: the 5 C's.

XITO/Prescott College will provide 3 days of inservice that build leadership capacity for K-12 multiple subject teachers, single subject teachers to support professional learning communities in schools and districts. Educators can increase their professional capacity, develop skills to lead professional learning communities at their school sites and district offices, in the area of culturally relevant curriculum and culturally responsive pedagogy.

2. XITO/Prescott College:

XITO Consultants will provide teacher training in research-based practices in culturally, socially, and historically responsive/sustainable/empowering pedagogical approaches that are highly effective with traditionally marginalized and underserved student populations, specifically with our Latino youth. The inservice will include pedagogy training workshops in 1) overarching pedagogical frameworks that can be implemented in the classroom; 2) pedagogy implementation that work with specific curriculum units; and 3) pedagogy implementation that are specific to particular lessons.

### 3. New Haven Unified School District:

- a. Assists in recruiting participants.
- b. Provide learning space that accommodates visual arts making and music, including Wi-Fi
- c. Provide janitorial needs for learning space.
- d. Provide the consultant fee, airfare, ground transportation, lodging, and meal stipends for the instructors for the duration of the contracted stay.

#### 4. Compensation:

\$10,000 to be paid to XITO/Prescott College upon completion of the seminar.

XITO/Prescott College:

New Haven Unified School District:

Anita Fernandez \_\_\_\_\_ Date \_\_\_\_\_

Arlando Smith /  
Co-Superintendent Date

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

Approval of Proposal for Preconstruction Services – Blach Construction -  
Essential #6

**Department:**

Business

**Action Requested:**

The Board is requested to approve the Proposal for Preconstruction Services from Blach Construction, for the James Logan High School Media Arts Classroom.

**Discussion:**

In May 2014, the District called for bids for the James Logan High School New Media Arts Classroom (CTE) project. Bids received were excessively higher than the project budget allocations. The district decided not to continue with both the projects under the “design-bid-build” process, the traditional bidding and construction process of the District.

The District would now like to proceed with this project under the Lease-Leaseback construction delivery method. The California Education Code 17406 permits the governing board of school districts to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased property of improvements for the use of the District during the term of the lease, and provided that title to those improvements shall vest in the District at the expiration of the lease (“Lease-Leaseback Process”).

The District has selected Blach Construction for its Media Arts Classroom project at James Logan High School.

**Lease-Leaseback process:**

Blach Construction will perform the following preconstruction services:

- Architect/Design Coordination
- Constructability review of drawings (for best practices and correction of errors)
- Bid for subcontractors and prequalification of subcontractors
- Assemble budget
- Bid for construction project

**Steps After Pre-construction Services:**

- Blach Construction provides the construction cost to the District.
- The Board ratifies a Lease-Leaseback contract with Blach Construction for the construction of the James Logan Media Arts Classroom (CTE) project.

**Financial Summary:**

Preconstruction Services for the JLHS Media Arts Classroom is estimated at \$47,166 and will be funded by bond funds.

Prepared By: Akur Varadarajan

Department Approval: Akur Varadarajan

Co-Superintendent Approval: Arlando Smith & Akur Varadarajan

## NEW HAVEN UNIFIED SCHOOL DISTRICT

### Board Agenda Item

Meeting Date: May 19, 2015

**Subject:**

2014-2017 Collective Bargaining Agreement with the New Haven Teachers Association

**Department:**

Personnel Services

**Action Requested:**

The Board is requested to approve the 2014-2017 Collective Bargaining Agreement between the New Haven Teachers Association and the New Haven Unified School District.

**Discussion:**

On May 5, 2015 the New Haven Teachers Association ratified the Collective Bargaining Agreement with the New Haven Unified School District by a vote of 81% Yes and 19% No. The recommended changes were provided the Board under separate cover. The District and NHTA are currently preparing final versions of the contract with all side letters and appendices for print. Once completed, the contract will also be available through the District web site.

The Administration recommends the above action for your approval.

**Financial Summary:**

N / A

**Prepared By:** Derek McNamara

**Department Approval:** Akur Varadarajan

**Co-Superintendents Approval:** Arlando Smith & Akur Varadarajan

