Oasis Charter Public School

1135 Westridge Parkway, Salinas, CA 93907

T: (831) 424-9003 F: (831) 424-9005

Agenda for Under Construction Educational Network Inc. (UCEN) Governing Board

(*includes materials furnished to Board Members)

UCEN Board Meeting of Directors

Tuesday August 30 2022

Time: 5:15pm
Place: via Zoom/hybrid Teleconference

Main Office

1135 Westridge Parkway Salinas CA 93907

Join Zoom Meeting

https://us02web.zoom.us/j/85143852391?pwd=bTUxVlpuK3ZkWkNKZnNtTEVuRzdZZz09

Meeting ID: 851 4385 2391

Passcode: 593644

*****PERSONS WISHING TO ADDRESS THE BOARD OF DIRECTORS*****

INFORMATION TO THE PUBLIC: All persons are encouraged to attend and participate (where designated) in meetings of the Under Construction Educational Network (UCEN) Board. Please fill out the form available at the door, and submit to the Secretary of the Board of Trustees prior to the meeting and you will be called during the comment period. For virtual meetings, members of the public are welcome to make comments during the virtual meetings with the Board chair opens the item on the agenda for the public. When the President of the Board recognizes a member of the public for oral comment, such comment will be limited to (3) minutes in accordance with law. Your comments will be heard (with no action taken) under the designated section of this agenda. For the record: state your name, title, whom you represent, and the agenda item you are addressing. The Board will not respond to your comments at this time. Your questions, concerns and/or input will be referred to the appropriate person.

Note: The Oasis Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact Dr. Natalie Zayas at (831) 424-9003 at least 72 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)

***PARA TODAS AQUELLAS PERSONAS QUE DESEAN HABLAR O DIRIGIRSE A LOS MIEMBROS DE LA MESA DIRECTIVA ***

INFORMACION PARA EL PUBLICO: El público está invitado a asistir y participar en las juntas (donde se indica en la agenda) de la Mesa Directiva de Oasis. Rellene el formulario disponible en la puerta y entréguelo al Secretario de la Mesa Directiva antes de que comience la reunión y lo llamarán durante el período de comentarios. Sus comentarios serán escuchados (sin tomarse acción) durante la sección correspondiente de esta agenda. Cuando el Presidente de la Mesa Directiva reconoce a un miembro del público para comentarios orales, dicho comentario se limitará a (2) minutos de acuerdo con la ley. Para el archivo, diga su nombre, titulo, a quien representa y el articulo de la agenda a que se quiere referir. Los miembros de la Mesa Directiva no responderán a sus comentarios en ese momento. Sus preguntas, preocupaciones y comentarios serán referidas al departamento correspondiente.

Nota: La Mesa Directiva de Oasis anima a las personas con discapacidades a participar plenamente en el proceso de reuniones públicas. Toda persona con necesidades especiales que requiera alguna modificación o arreglo especial puede llamar a la Dr Natalia Zayas al (831) 424-9003 dentro de 72 horas de una junta regular, o dentro de 24

horas de una junta especial para hacer todo nuestro mejor esfuerzo razonable de satisfacer sus necesidades. (Código Governmental § 54954.2; Americanos con Discapacidades del 1990, § 202 (42 U.S.C. § 12132)

1.0 REGULAR AGENDA

1.1 Call Meeting to Order - President

Time called to order: ____:___

2.0 ROLL CALL OF GOVERNING BOARD

Jacqueline Vasquez-President : Yes ___Absent____

Margie Wiebusch-Vice President: Yes ___Absent____

Maria Alvarez - Member: Yes ___Absent____

Steve Duran - Treasurer: Yes ___Absent____

Jamie Stracuzzi- Member : Yes ___Absent____

3.0 DISCUSSION/ACTION/RESOLUTION

3.1 **Board findings pursuant to Government Code Section 54953(e)**
The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION/ACTION: UCEN President
"That the Governing Board adopts the finding as written and approves to continue to have virtual meetings via Zoom."

4.0 ADOPTION/AGENDA/ACTION/RECOMMENDATION

4.1 Adoption of the Agenda & Approval of Minutes

"That the Governing Board approve the agenda as presented and the Governing Board approve the minutes of the Regular Meeting April 26, 2022, Special meeting May 21, 2022 (board working meeting). Regular meeting May 31, 2022 and the Regular Meeting July, 26, 2022"

5.0 BOARD OF TRUSTEE COMMENTS

Board Members wishing to address agenda items, and/or other items, may do so at this time,

6.0 PUBLIC COMMENT PERIOD (Concerning items on the agenda)
Individuals wishing to address agenda items, and/or other items, may do so at this time, or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

7.0. CLOSED SESSION

7.1 Consultation with legal counsel. Potential Litigation. Government Code Section 54956.9(d)(1)- (time certain 5:30)

7.2 Public Employment code section 54957 : Executive Director/wage/ evaluation

7.3 Public Employment Title: District Mentor Contract

8.0 PUBLIC COMMENT PERIOD (Concerning items on the agenda)

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9.0 DISCUSSION/RECOMMENDATION/ACTION: Governing Board

9.1 RECOMMENDATION/ACTION: Administration

"Pursuant to Government Code Section 54953, the following will be publicly reported before the Board approves the item. Specifically, pursuant to the proposed employment agreement, the mentor/independent contractor Dr Fernando Elizondo will be entitled to fringe benefits in the form of milage compensation at .62/mile and compensation in the amount of $200.00 hourly daily rate not to exceed $5000.00 per four (4) week period. Can exceed $5000.00 through the approval of the Governing Board President. The contract is effective August 1, 2022 through January 30, 2023

9.2 Discuss, recommend and approve the employment contract for Dr Fernando Elizondo to serve as mentor and special projects consultant for the 22/23 School Year.

9.3 DISCUSSION/RECOMMENDATION/ACTION: Governing Board

"Pursuant to Government Code Section 54953, the following will be publicly reported that the Governing Board approves the proposed employment agreement, to Natalie Zayas as the Executive Director of Oasis Charter Public School and would be entitled to fringe benefits and compensation in the amount of $110,998 effective August 1, 2022 through June 30,2023."That approval based on drafting an offer letter outlying the choosing and enrolling in an institution to obtain an administrative credential program and with periodic review evaluation.

DISCUSSION/RECOMMENDATION/ACTION: Governing Board

9.4 Discuss, recommend and approve the salary wage analysis for Natalie Zayas as Executive Director for the 22/23 School Year.

9.5 Discuss, recommend and approve the Employment contract to Natalie Zayas as Executive Director for the 22/23 School Year.

10.0 CONSENT CALENDAR/ADMINISTRATION/ACTION ITEMS : Allows the Governing Board to group items together and take action at one time. Governing Board members can remove items for separate discussion.

10.1 RECOMMENDATION/ACTION: Executive Director Dr. Natalie Zayas and Consultant Dr Fernando Elizondo

That the Governing Board Review and discuss the establishment of a committee to include: Board member,Teacher, Parent, Executive Director 2022-2023 **Universal Pre -K grant** allocation of $30,214.00

10.2 RECOMMENDATION/ACTION:

That the Governing Board review the establishment of a committee to included Board member,Teacher, Parent, Executive Director 2022-2023 **Educator Effectiveness grant a**llocation of $61,603.00

10.3 RECOMMENDATION/ACTION: Executive Director Dr. Natalie Zayas and Consultant Dr Fernando Elizondo

That the Governing Board review the establishments of a committee to included Board member,Teacher, Parent, Executive Director 2022-2023 **Kitchen Infrastructure grant** allocation of $25000.00

10.4 RECOMMENDATION/ACTION: Executive Director Dr. Natalie Zayas and Consultant Dr Fernando Elizondo

That the Governing Board review the establishment of a committee composed of: Board member Jackie Vasquez Board member Jamie Stracuzzi, parent and a teacher for the distribution of 2022-2023 **Taylor Farms donation** of $200,000.00

10.5 RECOMMENDATION/ACTION: Executive Director Dr. Natalie Zayas and Consultant Dr Fernando Elizondo

That the Governing Board review the establishment of a committee for the review the **2022-23 school budget**. The committee to include: Board member Steve Duran, Board member, parent and teacher.

10.6 RECOMMENDATION/ACTION: Dr. Natalie Zayas: Executive Director

That the Governing Board discuss with possible action for the 2021-2022 **ELO-P funds t**otaling 90,484.00 and 2022-2022 funds totaling 233,547.00. These program funds could be used for before/after school activities. Some personnel costs can be drawn from these funds.

10.7 RECOMMENDATION/ACTION: Dr. Natalie Zayas: Executive Director

That the Governing Board discuss with possible action the following Board policies and Administrative Regulations:

Policy
Section V Students
Article XVII Administering Medication and Monitoring Health Conditions
Administrative Regulation
Section V Students

Article XVII Administering Medications and Monitoring Health Conditions Policy
Article IV Personnel
Section XIII Exposure Control Plan for Blood-Borne Pathogens
Administrative Regulation
Section IV Personnel
Article XIII Exposure Control Plan Blood for Borne Pathogens

11.0 DISCUSSION/RECOMMENDATION/ACTION: Governing Board

11.1 RECOMMENDATION/ACTION: Executive Director Dr. Natalie Zayas and Consultant Dr Fernando Elizondo

That the governing board will discuss and extend the half-time (.5) counselor position to a full time position starting no later than August 17,2022 which will incorporate additional counseling and social emotional counseling strategies as needed and a full time position be configured into a salaried position as soon as feasible.

11.2 RECOMMENDATION/ACTION: Administration
Review & Approval of HACCP Plan 2022/2023 Vended Meals

"That the Board of Directors adopt the HACCP Plan for the 2022/2023 SY

11.3 RECOMMENDATION/ACTION: Administration
Review and approve the Meal Charge Policy No Charge 2022/2023

"That the Governing Board approve the Meal Charge Policy-No Charge 2022/2023 SY"

11.4 RECOMMENDATION/ACTION: Administration
Review and approve the Wellness Policy for 2022/2023 SY

"That the Governing Board adopt the Wellness Policy for the 2022-2023 SY"

11.5 RECOMMENDATION/ACTION: Administration
"That the Governing Board approve the processing of STIP permit to the State of CA for Alexcia Ortiz for the 2022/2023 SY

"That the Governing Board approve the processing of STIP permit for Alexcia Ortiz for the 2022/2023 SY"

11.6 RECOMMENDATION/ACTION: Administration
Review the status of infrastructure school-wide needs

That the Governing Board discuss with possible action infrastructure school wide needs not the exceed $10000.00.

11.7 RECOMMENDATION/ACTION: Curriculum Coordinator

That the Governing Board discuss with possible action the curricula and instructional needs as presented by the Curriculum Coordinator

11.8 RECOMMENDATION/ACTION: Dr. Natalie Zayas: Executive Director

That the Governing Board discuss with possible action the new Covid established school-wide plans.

11.9 RECOMMENDATION/ACTION: Dr. Natalie Zayas: Executive Director and Erika DelReal

That the Governing Board discuss school wide enrollment and class size caps with possible action

12.0 ADMINISTRATIVE AND STAFF REPORTS

12.1 Update on Williams Act reporting requirements : Dr. Natalie Zayas: Executive Director

12.2 Executive Director update: Dr. Natalie Zayas: Executive Director

13.0 FUTURE AGENDA ITEMS

14.0 NEXT MEETING DATE

14.1 Next Board Meeting September 27, 2022

15.0 ANNOUNCEMENTS

Virtual Home Visits begin September 1st

Back to school night September 14th

Start Enrichment Harvest Feast Sept 21st

16.0 ADJOURNMENT

OASIS CHARTER SCHOOL
ATTACHMENTS FOR BOARD ITEMS
AUGUST 30 BOARD MEETING

The following documents are attachments to the August 30th Board Agenda

- Minutes: Regular meeting April 26, 2002, Special meeting May 21, 2022 (board working meeting). Regular meeting May 31, 2022 and the Regular Meeting July 26, 2022.
- Employment contract for consultant Dr. Fernando Elizondo
- Supplemental attachment: salary wage comparison for Dr. Natalie Zayas
- Employment contract for Executive Director Dr. Natalie Zayas
- Staff report 1 Agenda items 10.1 - 10.6
- Board policies and Administrative Regulations
- HACCP Plan 2022/2023 Vended Meals
- Meal Charge Policy No Charge 2022/2023
- Wellness Policy for 2022/2023 SY
- Staff report 2 for Agenda item 11.6

unapproved minutes

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Minutes for Under Construction Educational Network Inc. (UCEN) Governing Board

(*includes materials furnished to Board Members)

UCEN Board Regular Meeting of Directors

Tuesday, April 26, 2022

Time: 5:15pm
Place: via Zoom Teleconference

Join Zoom Meeting
https://us02web.zoom.us/j/9259727765?pwd=RmVFbUFCM08xZ2toOHAzVnFWMnVZZz09

Meeting ID: 925 972 7765
Passcode: oasis

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unapproved minutes

A. REGULAR AGENDA:

1. OPENING BUSINESS

1.1 Call Meeting to Order and Roll Call- Board President

Time called to order: _5:15___

Roll Call of Members Present:

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent __x_____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

DISCUSSION/ACTION/RESOLUTION

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION/ACTION: UCEN President

"That the Board of Directors adopts the finding as written and approves to continue to have virtual meetings via Zoom."

jackie motioned 2nd maria

all approved

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent __x_____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

2. CONSENT AGENDA

2.1 Adoption of the Agenda

2.2 Minutes from March 29, 2022 Meeting

ACTION/RECOMMENDATION

"That the Governing Board approve the consent agenda and approval of minutes from 3/29/22"

Motioned to approve Jackie, 2nd margie

all approved

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent __x_____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

3. PUBLIC COMMENT PERIOD (Concerning items on the <u>closed</u> session agenda)

Individuals wishing to address agenda items, and/or other items, may do so at this time, or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

Kat 4th grade teacher: comment on behavior programs should be introduced and shared with parents also so everyone on same page

4. CLOSED SESSION

4.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

4.2 Interim Director Performance Evaluation and recruitment of Executive Director

Jackie motioned to move Barbara up to before the closed session.
All Approved

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent __x_____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

Barbara unable to connect, went into closed session 5:31

Steve arrived 5:42pm

returned from closed session 4.26.22
Report from closed session: nothing to report on 4.1 and 4.2 board agreed to extend an offer to an interim ed asap.

5. **PUBLIC COMMENT PERIOD (Concerning items on the agenda)**
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Kat: Policy in place to request for a records request

6. **ADMINISTRATION AND STAFF REPORTS**
6.1 NONE

7. **BUSINESS SERVICES AND PRESENTATIONS**
7.1 Review Mandelbaum Consulting Report

7.2 OCC Update; egg hunt kids had a blast and so did parents. Great to see parents in person. Virtual class was fun and made rice crispies.

7.3 Review Audit Proposal From Kristy White Inc.
MCOE recommends, will add to next meeting for approval

8. **ACTION ITEMS**
8.1 OCC Budget - additional $900 for May through June
RECOMMENDATION/ACTION: Administration
"That the Board of Directors approve the OCC budget additional funds as presented"
motion to approve jackie 2nd steve

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

ALL APPROVED

8.2 New and Revised Policies Review
RECOMMENDATION/ACTION: Administration
"That the Board of Directors approve the new and revised policies as presented"
motion to approve all except COI code Jackie, Margie 2nd

ALL APPROVED

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

8.3 22/23 School Year Calendar

RECOMMENDATION/ACTION: Administration

"That the Board of Directors approve the 22/23 school year calendar as presented"
motion by jackie 2nd by margie

ALL APPROVED

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

8.4 Revised Job Descriptions: Executive Director, Instructional Coordinator, and Operations Manager

RECOMMENDATION/ACTION: Administration

"That the Board of Directors approve the revised job descriptions as presented in Barbara Mandelbaum's presentation"
Jackie motioned to approve with the change to Instructional coordinator to work in conjunction with ED to complete 504 and SST's 2nd Margie

ALL APPROVE

Jacqueline Vasquez-President	Yes __x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent __x_____

9. NON-ACTION ITEMS

9.1 NONE

10. BOARD REPORTS

10.1 NONE

11. NEXT MEETING DATE:

11.1 Next Meeting: 5/31/2022
reaching out for special meeting for audit contract

12. ANNOUNCEMENTS

12.1 5/2/22 - End of Year Testing Begins

12.2 5/30/22 - Memorial Day - NO SCHOOL

13. ADJOURNMENT

7:34pm

UNAPPROVED MINUTES

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Minutes for Under Construction Educational Network Inc. (UCEN) Governing Board

(*includes materials furnished to Board Members)

UCEN Board Meeting of Directors

Saturday May 21, 2022

Time:10:00 AM
Place: Oasis Charter School Leopard Shark Den
PUBLIC HAS OPTION TO JOIN VIA ZOOM

Join Zoom Meeting
https://zoom.us/j/94616423052?pwd=ck50cW5nUjVRVkI4TlpkM0Q2eHBVUT09

Meeting ID: 946 1642 3052
Passcode: Z7uyt2

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A. REGULAR AGENDA:

1. OPENING BUSINESS

1.1 Call Meeting to Order and Roll Call- Board President
Time called to order: _10:12am___

Roll Call of Members Present:

Jacqueline Vasquez-President	Yes __X_____	Absent _____
Margie Wiebusch-Vice President	Yes _X_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent _X_____
Steve Duran - Treasurer	Yes _____	Absent _X_____
Jamie Stracuzzi- Member	Yes _____	Absent __X_____

DISCUSSION/ACTION/RESOLUTION

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION/ACTION: UCEN President

"That the Board of Directors adopts the finding as written and approves to continue to have virtual meetings via Zoom."

2. CONSENT AGENDA

2.1 Adoption of the Agenda

ACTION/RECOMMENDATION

"That the Governing Board approve the consent agenda as presented"

No action taken, read and presented

3. PUBLIC COMMENT PERIOD (Concerning items on the agenda)

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NONE

4. ACTION ITEMS

4.1 NONE

5. NON-ACTION ITEMS

NONE

6. ADMINISTRATION AND STAFF REPORTS

NONE

7. BUSINESS SERVICES AND PRESENTATIONS

7.1 Presentation on the role and responsibilities of the Board of Directors.-Fernando Elizondo

Maria Alvarez joined the meeting 10:30 am

Roll Call

Roll Call of Members Present:

Jacqueline Vasquez-President	Yes __X_____	Absent _____
Margie Wiebusch-Vice President	Yes _X_____	Absent _____
Maria Alvarez - Member	Yes __X 10:30am_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent _X_____
Jamie Stracuzzi- Member	Yes _____	Absent __X_____

Action to adopt the Board findings Motion Jackie 2nd Margie ALL APPROVED

Adoption to approve agenda motion Jackie 2nd Margie ALL APPROVED

Robert Costa presents the graphic idea of what we are leading to achieve

Academic Achievement

|

Board governance	**Business**	**HR**	**Leadership**	**Instruction**
Policy, Support, Budget	Staff Dev. Training	Internal Operations	Internal Operations	Trust & Guidance

|

ORGANIZATIONAL DESIGN

Presentation presented to the board and is shared via zoom. All documents have been made available.

Chianelle has been taken care of the behavior issues and families have felt that the behavior issues have been addressed.

Chianelle is meeting with Michelle Rodriguez from MCOE to go over the LCAP and will meet with our previous director to assist in completing the LCAP and present to the board at our next meeting.

Jackie would like to make sure we take the needs of the school but also work with our budget
Maria suggests getting staff involved with policies so they take ownership of the creation of policies.
Margie also agrees with Jackie and Maria

Outcomes of Governance committee:
What the future looks like or want to see

7.2 The Board of Directors will review, discuss and priorize schoolwide instructional and operational needs.

Needs assessments
Want high priority items

Board discussion on top priorities
Enrollment
Test Scores
Filling positions

Jackie would like to have these types of meetings bi-annually
Margie agrees with continuing to have these types of meetings and a retreat for the board
Maria thanks everyone for continuing to commit and Jackie will do and has done a great representing Oasis

8. BOARD REPORTS
NONE

9. NEXT MEETING DATE:
9.1 Next Meeting: Tuesday May 31 2022

10. ANNOUNCEMENTS
10.1 May 30th- Memorial Day-No School
10.2 June 3rd-Last day of school
10.3 June 20th-First day of summer school

11. ADJOURNMENT 12:45 pm

unapproved minutes

Oasis Charter Public School
1135 Westridge Parkway, Salinas, CA 93907 T: (831) 424-9003 F: (831) 424-9005

Minutes for Under Construction Educational Network Inc. (UCEN) Governing Board

(*includes materials furnished to Board Members)

UCEN Board Meeting of Directors

Tuesday May 31, 2022

Time: 5:15pm
Place: via Zoom Teleconference

Join Zoom Meeting
https://us02web.zoom.us/j/85143852391?pwd=bTUxVlpuK3ZkWkNKZnNtTEVuRzdZZz09

Meeting ID: 851 4385 2391
Passcode: 593644

*****PERSONS WISHING TO ADDRESS THE BOARD OF DIRECTORS*****

INFORMATION TO THE PUBLIC: All persons are encouraged to attend and participate (where designated) in meetings of the UCEN Board. Please fill out the form available at the door, and submit to the Secretary of the Board of Trustees prior to the meeting and you will be called during the comment period. For virtual meetings, members of the public are welcome to make comments during the virtual meetings with the Board chair opens the item on the agenda for the public. When the President of the Board recognizes a member of the public for oral comment, such comment will be limited to (3) minutes in accordance with law. Your comments will be heard (with no action taken) under the designated section of this agenda. For the record: state your name, title, whom you represent, and the agenda item you are addressing. The Board will not respond to your comments at this time. Your questions, concerns and/or input will be referred to the appropriate person.

Note: The Oasis Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact Briana Sanford at (831) 424-9003 at least 72 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)

***PARA TODAS AQUELLAS PERSONAS QUE DESEAN HABLAR O DIRIGIRSE A LOS MIEMBROS DE LA MESA DIRECTIVA ***

INFORMACION PARA EL PUBLICO: El público está invitado a asistir y participar en las juntas (donde se indica en la agenda) de la Mesa Directiva de Oasis. Rellene el formulario disponible en la puerta y entréguelo al Secretario de la Mesa Directiva antes de que comience la reunión y lo llamarán durante el período de comentarios. Sus comentarios serán escuchados (sin tomarse acción) durante la sección correspondiente de esta agenda. Cuando el Presidente de la Mesa Directiva reconoce a un miembro del público para comentarios orales, dicho comentario se limitará a (2) minutos de acuerdo con la ley. Para el archivo, diga su nombre, titulo, a quien representa y el articulo de la agenda a que se quiere referir. Los miembros de la Mesa Directiva no responderán a sus comentarios en ese momento. Sus preguntas, preocupaciones y comentarios serán referidas al departamento correspondiente.

Nota: La Mesa Directiva de Oasis anima a las personas con discapacidades a participar plenamente en el proceso de reuniones públicas. Toda persona con necesidades especiales que requiera alguna modificación o arreglo especial puede llamar a la Briana Sanford al (831) 424-9003 dentro de 72 horas de una junta regular, o dentro de 24 horas de una junta especial para hacer todo nuestro mejor esfuerzo razonable de satisfacer sus necesidades. (Código Governamental § 54954.2; Americanos con Discapacidades del 1990, § 202 (42 U.S.C. § 12132)

A. REGULAR AGENDA:

1. OPENING BUSINESS

1.1 Call Meeting to Order and Roll Call- Board President
Time called to order: _5:15pm__

Roll Call of Members Present:

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

DISCUSSION/ACTION/RESOLUTION

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION/ACTION: UCEN President

"That the Board of Directors adopts the finding as written and approves to continue to have virtual meetings via Zoom."

Motion Jackie 2nd steve

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

2. CONSENT AGENDA

2.1 Adoption of the Agenda

ACTION/RECOMMENDATION

"That the Governing Board approve the consent agenda as presented and that the Governing Board approve the minutes of April 26, 2022"

Motion to approve the agenda and minutes Jackie 2nd Steve

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

3. PUBLIC COMMENT PERIOD (Concerning items on the agenda)

Individuals wishing to address agenda items, and/or other items, may do so at this time, or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

NONE

4. DISCUSSION/ACTION

4.1 Review of Comparable Compensation Data for Charter School Interim ED/Principals/CEOs/Directors as presented by Barbara Mandlebaum and approved on 4.26.2022

4. **CLOSED SESSION**
4.1 Public Employment
Title: Interim Executive Director

UCEN recommends approval of the contract base $140,196.81

5. **ACTION ITEMS**

5.1 OCC Budget - additional $1,000 for End of the year field day.
RECOMMENDATION/ACTION: Administration
"That the Board of Directors approve the OCC budget additional funds as presented"
Occ is in charge of the end of the year field day and are asking for $1000

Motion Steve 2nd Jackie

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

5.2 RECOMMENDATION/ACTION: Administration
"That the Board of Directors approve the 2021-2022 LCAP Final ReportApproval of the 2021-2022 LCAP"

Motion to TABLE Steve 2nd Jackie

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

5.3 RECOMMENDATION/ACTION: Administration
Medical Benefits Stipend for SY 2022-2023
"Recommend that the Board of Directors increase the current medical stipend to account for the increase of medical benefits on dependents"
TABLE TO NEXT MEETING
motion Jackie 2nd maria

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

5.3 RECOMMENDATION/ACTION: Administration
"That the governing board approve the Title Change from Office manager to Operations Manager with salary adjustment retro to March 1, 2022 for Erika Del Real"

Dr. Elizondo endorses this motion.
Maria motion to approve 2nd to approve Margie

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____

Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

5.4 RECOMMENDATION/ACTION: Governing Board
Oral report of salary, salary schedule and compensation paid in the form of fringe benefits to Interim Executive Director
Review and Possible Approval of Fixed Term Employment Agreement for Interim Executive Director

"Pursuant to Government Code Section 54953, the following must be publicly reported before the Board approves the item. Specifically, pursuant to the proposed employment agreement, the Interim Executive Director would earn each of the following amounts of compensation, contract for the Interim Executive Director Fernando Elizondo in the amount of $140,196.81 effective May 2, 2022 through June 30, 2022. Addition to the contract a monthly stipend in the amount of $1,772.43 for unused health and welfare benefits effective 30 days from the start of employment of May 2, 2022. Additional a stipend for mileage to and from work site and other job related responsibilities to be paid at $0.58 per mile effective May 2, 2022 through June 30, 2022"

Motion to approve Margie 2nd Maria

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

Jackie clarifies Dr. Elizonzo is the Interim director and knows this is out of the ordinary but because it is a contract for an Interim they

5.5 RECOMMENDATION/ACTION: Governing Board
"That the Board of Directors approve the submitted Board Policies and Administrative Regulations as listed below"
Employee use of Technology
Positive School climate
School Safety Plan
Field trips
head lice
Board policy review comm
Attendance
Food Service and Sales
Integrated pest management
Access to public records
Budget Development guidelines
Complaints-General
Discrimination-Anti-Harrasment, Intimidation & Bullying Prevention
Guidance Plan
Independent Study
Reasonable Accommodation
Response to Immigration Enforcement
Uniform Complaint Procedures

Head lice will be re-checked by legal all other policies to be approved motion by jackie 2nd steve

Jacqueline Vasquez-President	Yes _x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent ___x_____
Steve Duran - Treasurer	Yes __x_____	Absent _____
Jamie Stracuzzi- Member	Yes _____	Absent ____x_____

6 NON-ACTION ITEMS

6.1 Food Service for 2022/2023: Administration

6.2 22/23 Health Benefit changes

Dental: ins change from Humana to Met life No change in benefits increase of 1.13% from last year
Medical: BX
Vision: VSP

7. ADMINISTRATION AND STAFF REPORTS

7.1 Report on Board deliberation from the May 21 Special meeting for setting schoolwide direction- Administration
Notes from the special board meeting were presented to the board

8. BUSINESS SERVICES AND PRESENTATIONS

8.1 2022-2023 Tutoring and Summer Session Presentation- Chianelle Flores-Marti
Tutoring was a success with the new program brought in. Tutoring will be made around the parents schedule since it is virtual. Will co together with summer school and even longer.

9. BOARD REPORTS

NONE

10. NEXT MEETING DATE:

10.1 Next Board Meeting June 28, 2022

11. ANNOUNCEMENTS

11.1 Field Day June 3rd
11.2 Last day of school June 3rd
11.3 First day of Summer school : June 20th

12 ADJOURNMENT

Adjourned 6:33pm

UNAPPROVED MINUTES

Oasis Charter Public School
1135 Westridge Parkway, Salinas, CA 93907 T: (831) 424-9003 F: (831) 424-9005

Minutes for Under Construction Educational Network Inc. (UCEN) Governing Board

(*includes materials furnished to Board Members)

UCEN Board Meeting of Directors

Tuesday July 26, 2022

Time: 5:15pm
Place via Zoom Teleconference

Join Zoom Meeting
https://us02web.zoom.us/j/85143852391?pwd=bTUxVlpuK3ZkWkNKZnNtTEVuRzdZZz09

Meeting ID: 851 4385 2391
Passcode: 593644

*****PERSONS WISHING TO ADDRESS THE BOARD OF DIRECTORS*****

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***PARA TODAS AQUELLAS PERSONAS QUE DESEAN HABLAR O DIRIGIRSE A LOS MIEMBROS DE LA MESA DIRECTIVA ***

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Nota: La Mesa Directiva de Oasis anima a las personas con discapacidades a participar plenamente en el proceso de reuniones públicas. Toda persona con necesidades especiales que requiera alguna modificación o arreglo especial puede llamar a la Briana Sanford al (831) 424-9003 dentro de 72 horas de una junta regular, o dentro de 24 horas de una junta especial para hacer todo nuestro mejor esfuerzo razonable de satisfacer sus necesidades. (Código Governamental § 54954.2; Americanos con Discapacidades del 1990, § 202 (42 U.S.C. § 12132)

UNAPPROVED MINUTES

A. REGULAR AGENDA:

1. OPENING BUSINESS

1.1 Call Meeting to Order and Roll Call- Board President
Time called to order: __5:22pm__

Roll Call of Members Present:

Jacqueline Vasquez-President	Yes ___x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent __x_____
Steve Duran - Treasurer	Yes _____	Absent _x_____
Jamie Stracuzzi- Member	Yes __x_____	Absent _____

DISCUSSION/ACTION/RESOLUTION

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION/ACTION: UCEN President

"That the Board of Directors adopts the finding as written and approves to continue to have virtual meetings via Zoom."

Motion to approve jackie, 2nd jamie

Jacqueline Vasquez-President	Yes ___x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent __x_____
Steve Duran - Treasurer	Yes _____	Absent _x_____
Jamie Stracuzzi- Member	Yes __x_____	Absent _____

2. CONSENT AGENDA/ACTION/RECOMMENDATION

2.1 Adoption of the Agenda & Approval of Minutes

"That the Governing Board approve the consent agenda as presented and that the Governing Board approve the minutes of July 5, 2022"

Table to next meeting
Motion to adopt agenda with omitting 5.2 Margie and 2nd Jackie

Jacqueline Vasquez-President	Yes ___x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes _____	Absent __x_____
Steve Duran - Treasurer	Yes _____	Absent _x_____
Jamie Stracuzzi- Member	Yes __x_____	Absent _____

3. PUBLIC COMMENT PERIOD (Concerning items on the agenda)

Individuals wishing to address agenda items, and/or other items, may do so at this time, or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

Maria Alvarez has joined the meeting 5:27pm

Fernando Elizondo comment to have a committee to review the 2022/2023 budget at the board level
Board policies have been reviewed and website changes

4. CLOSED SESSION

4.1 Public Employment
Title: Interim Executive Director

"Pursuant to Government Code Section 54953, the following will be publicly reported before the Board approves the item. Specifically, pursuant to the proposed employment agreement, the Executive Director would be entitled to fringe benefits and compensation in the amount of $110,998.00 effective August 1, 2022 through June 30,2023.

Potential hiring of an employee for ED roll, pro's and con's discussion to follow below

PUBLIC COMMENT PERIOD (Concerning items on the agenda)

Individuals wishing to address agenda items, and/or other items, may do so at this time, or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

Mona Stardig: was on the interview panel and has the education and would like to build community, strongly supports the candidate.

5. BUSINESS SERVICES AND PRESENTATIONS

5.1 Review of 2022/2023 removed

5.2 Review new state mileage reimbursement from .58 per mile to .625 per mile as of July 1, 2022

6. ACTION ITEMS

6.1 DISCUSSION/RECOMMENDATION/ACTION: Governing Board
Renewal of Board Terms & Officer Positions
"That the Board of Directors renew Board Terms and officer positions for 22/23 SY"

Margie motions to extend 1 year to Jackie as UCEN Board president 2nd Maria

Jacqueline Vasquez-President	Yes ___x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes ___x_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent _x_____
Jamie Stracuzzi- Member	Yes ___x_____	Absent _____

6.2 DISCUSSION/RECOMMENDATION/ACTION: Administration
Discuss and recommend the allocation of 202-2023 Universal Pre-K grant funds
"That the Governing Board approve the recommendation and allocation of the 2022-2023 Universal Pre -K grant of $30,214.00"

tabled to form committees to be appointed for 6.2, 6.3 &6.4 & 6.5 and report back to the board 2nd margie

Jacqueline Vasquez-President	Yes ___x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____

Steve Duran - Treasurer	Yes _____	Absent _x_____
Jamie Stracuzzi- Member	Yes __x_____	Absent _____

6.3 DISCUSSION/RECOMMENDATION/ACTION: Administration
Discuss and recommend the allocation of Kitchen infrastructure grant funds.
"That the Governing Board approve the recommendation and allocation of the 2022-2023 Kitchen Infrastructure grant of $25000.00"

6.4 DISCUSSION/RECOMMENDATION/ACTION: Administration
Discuss and recommend the allocation of Educator Effectiveness grant funds..
"That the Governing Board approve the recommendation and allocation of the 2022-2023 Educator Effectiveness grant of $61,603.00"

6.5 DISCUSSION/RECOMMENDATION/ACTION: Governing Board
Discuss and recommend the allocation of Taylor Farms donation of $200,000.
"That the Governing Board approve the recommendation and allocation of the 2022-2023 Taylor Farms donation of $ 200,000.00"

6.6 DISCUSSION/RECOMMENDATION/ACTION: Governing Board
Discuss, recommend and approve the Employment contract to Natalie Zayas as Executive Director for the 22/23 School Year.
"Pursuant to Government Code Section 54953, the following will be publicly reported that the Governing Board approves the proposed employment agreement, toNatalie Zayas as the Executive Director of Oasis Charter Public School would be entitled to fringe benefits and compensation in the amount of $110,998 effective August 1, 2022 through June 30,2023."

motion to approve with contingency to draft an offer letter with choosing a credentialing program and with periodic review evaluation.

Jacqueline Vasquez-President	Yes ___x_____	Absent _____
Margie Wiebusch-Vice President	Yes __x_____	Absent _____
Maria Alvarez - Member	Yes __x_____	Absent _____
Steve Duran - Treasurer	Yes _____	Absent _x_____
Jamie Stracuzzi- Member	Yes __x_____	Absent _____

7. ADMINISTRATION AND STAFF REPORTS
7.1 Enrollment Update: Erika

7.2 Staffing Update: Erika

8. BOARD REPORTS
8.1 Board Retreat Saturday August 6th

10. NEXT MEETING DATE:
10.1 Next Board Meeting August 30, 2022

11. ANNOUNCEMENTS

11.1 Staff returns August 1, 2022

11.2 School starts Tuesday August 9, 2022

12 ADJOURNMENT

6:40pm

OASIS CHARTER SCHOOL
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into August 1,2022, by and between the Oasis Charter School and Dr. Fernando Elizondo ("Contractor"). Oasis Charter School and Contractor may be referred to individually as "Party" and collectively as "Parties."

Contractor Services. Contractor agrees to provide the following services to Oasis Charter School. (collectively, the "Services"):

Provide services as needed and as directed by the Governing Board and provide mentoring services to the Executive Director as directed and necessary . Contractor will report to the Executive Director and the Board of Trustees

2. **Contractor Qualifications.** Contractor represents and warrants to Oasis Charter School that Contractor, have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor performing Services shall be competent to perform those Services.

3. **Term.** This Agreement shall begin on August 1 2022 and shall terminate upon completion of the Services, but no later than January 30 2023 ("Term"), except as otherwise stated in Section 4 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the Oasis Charter Schools Chief Business Official or designee shall be sufficient to stop further performance of the Services by Contractor. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by Oasis Charter School, Oasis Charter School shall be under no further obligation to Contractor, monetarily or otherwise, and Oasis Charter School may proceed with the work in any manner Oasis Charter School deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving 30 days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, Oasis Charter School may terminate this Agreement at any time by giving written notice to Contractor if: (1) Contractor materially breaches any of the terms of this

Agreement; (2) any act or omission of Contractor exposes Oasis Charter School to potential liability or may cause an increase in Oasis Charter School's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** Oasis Charter School agrees to pay Dr Fernando Elizondo_ the rate of $ 200.00 per hour for Services satisfactorily performed and not to exceed $5000.00 per four (4) week period. Can exceed $5000.00 through the approval of the Governing Board President . Contractor shall not increase the rate over the course of this Agreement. Any work performed by Contractor in excess of the Fee shall not be compensated. Oasis Charter School agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation Oasis Charter School reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless Oasis Charter School and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "Oasis Charter School Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the Oasis Charter School or the Oasis Charter School Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against Oasis Charter School by any taxing authority asserting

that an employer-employee relationship exists by reason of this Agreement, and any claims made against Oasis Charter School alleging civil rights violations by Contractor under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials**. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, Oasis Charter School shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor, even if such Equipment is furnished, rented or loaned to Contractor by Oasis Charter School. Furthermore, Oasis Charter School may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to Oasis Charter School and subject to Oasis Charter School's reasonable satisfaction.

8. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of Oasis Charter School in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for Oasis Charter School, which are outside the usual course of Oasis Charter School's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor shall not be considered officers, employees, agents, partners, or joint ventures of Oasis Charter School, and are not entitled to benefits of any kind or nature normally provided to employees of Oasis Charter School and/or to which Oasis Charter School's employees are normally entitled.

9 **Taxes.** All payments made by Oasis Charter School to Contractor pursuant to this Agreement shall be reported to the applicable Federal and State taxing authorities as required. Oasis Charter School will not withhold any money from fees payable to Contractor, including FICA (social security), State or Federal unemployment insurance contributions, or State or Federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and otherwise in connection with this Agreement.

10. **Fingerprinting/Criminal Background Investigation Certification.** Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to Oasis Charter School the following:

Contractor **will not have contact** with Oasis Charter School students during the Term of this Agreement:

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor who will provide Services under this Agreement, Contractor shall immediately notify Oasis Charter School and prohibit any new personnel from having any contact with Oasis Charter School students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and Oasis Charter School determines whether any contact is permissible.$endif

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with Oasis Charter School students until the TB certification requirements have been satisfied and Oasis Charter School determines whether any contact is permissible.

11. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the Oasis Charter School, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to Oasis Charter School all educational records related to the Services provided to any Oasis Charter School student pursuant to this Agreement.

12. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Oasis

Charter School. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

13. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the Oasis Charter School.

16. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

17. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

18. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

19. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable

attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

20. **Liability of Oasis Charter School.** Notwithstanding anything stated herein to the contrary, Oasis Charter School shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

21. **Time.** Time is of the essence to this Agreement.

22. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

23. **Reports**. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with Generally Accepted Accounting Procedures (GAAP). Upon request, Contractor shall make such records available to Oasis Charter School for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

24. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

25. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

26. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

27. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

28. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

Consultant Name
Authorized Signature
Name: Dr. Fernando Elizondo
Title: Independent Contractor/Mentor Consultant/Special Projects
Date:
Phone : 831-320-3201

Company Name **Oasis Charter School**
Address
City, State Zip or postal
Authorized Signature/Title

FIXED TERM EMPLOYMENT AGREEMENT
Between
OASIS CHARTER PUBLIC SCHOOL & NATALIE ZAVAS

This Employment Agreement ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Oasis Charter Public School ("OCPS" or the "School"), a California nonprofit public benefit corporation operating a public charter school approved by the Monterey County Board of Education (the "County"). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of the OCPS charter, and in implementing OCPS policies and procedures. The parties recognize that the provisions of the California Education Code do not govern OCPS, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, OCPS operates a charter school, organized and operating pursuant to the provisions of the Charter document ("Charter") and applicable law; and

WHEREAS, OCPS is authorized pursuant to the terms of the charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, OCPS desires to retain the services of the Employee of OCPS by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and OCPS desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE**

   Subject to Section 12, "Termination of Contract" herein, OCPS hereby employs the Employee to serve as the Executive Director for a term commencing on August 1, 2022 and ending June 30, 2023.

   The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 7:30a. am. to 5:00 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the workday.

   The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with OCPS.

2. **COMPENSATION.** The Employee will receive a gross base salary of $110,998.00 annually, to be paid bvimonthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled workdays of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/ day.

3. **BENEFITS.**

a. **Health/Retirement Benefits.** At OCPS's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to OCPS's employees, including entitlement to participation in STRS as applicable, subject to program and eligibility requirements.

b. **Vacation Leave.** The Employee is also entitled to vacation to be accrued at the rate of 1.25 days per month (fifteen [15] days annually) up to a maximum of twenty (20) days. Once the Employee accrues twenty (20) days of vacation, no further vacation leave shall accrue until some vacation time is utilized. During the first six (6) months of employment, vacation time will accrue but may not be utilized. Thereafter, vacation days may be used by the Employee subject to the prior approval of the Board.

c. **Sick Leave.** The Employee shall be entitled to five (5) sick days annually. Sick days carry over from year to year but are not paid out.

d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charter, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of **215** days throughout each year.

6. **EVALUATION.** The Board shall evaluate the performance of the Employee thought out the year. This evaluation shall be based on the job description . If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and they shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 13.

7. **EXPENSE REIMBURSEMENT.** OCPS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable OCPS policy and authorization.

8. **ADMINISTRATIVE SERVICES CREDENTIAL.** The Employee must enroll in a program during the 2022-2023 school year to obtain her Administrative Services Credential. The Employee shall keep the Board apprised of her progress in the program on a regular basis, but no less than every sixty (60) days.

9. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child

abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges they are a child care custodian and is certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, they will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with their employment with OCPS.

12. **OUTSIDE PROFESSIONAL ACTIVITIES**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. OCPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

13. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

a. **Termination For Cause**: The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g., reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform their duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of their choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

b. **Early Termination Without Cause**: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of their salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of one (1) month following the effective date of termination, whichever is less.

c. **Death or Incapacitation of the Employee**: The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of their job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

d. **Revocation/Nonrenewal**: In the event that the OCPS charter is either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Sections a or b above.

14. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment

agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

15. **REQUIRED CONTRACT PROVISIONS.** The following provisions are required to be included in this Agreement by the California Government Code:

    a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

    b. **Required Reimbursements.** The Employee shall be required to reimburse OCPS for any salary or fees received from OCPS in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse OCPS for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.

16. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

17. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

18. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

19. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing ***and*** signed by the authorized representative of both of the parties hereto.

20. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

21. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

22. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

23. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and

complete understanding of the relationship between the parties hereto.

On Behalf of OCPS

DATED: _____ By: _____
Jackie Vasquez, Board President

DATED: _____ By: _____
Natalie Zayas, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of OCPS.

Oasis Charter School
Board Agenda Item Supplemental Information
To be submitted to the Executive Director

1. Title of Agenda item
9.4 Discuss, recommend and approve the salary wage analysis for Natalie Zayas as Executive Director for the 22/23 School Year.

2. Board meeting date:
August 30, 2022

3.Agenda item information

This item is directed as a salary wage analysis comparison for Dr. Natalie Zayas Executive Director of Oasis Charter School. The salary wage analysis is part of the application phase of the employment process. The analysis includes the salary range of Executive Directors in three surrounding charter schools. The three charters selected with corresponding Executive Director's salaries are listed below.

1.Tracy Learning Center - $147,000 – 3rd year in this position

2. Creekside Charter - $146,200 – 6+ years in this position

3. Gold Rush Charter - $136,047 – 1st year in this position

Upon review the three Charter School Executive Director's salaries are within the comparable range of Dr. Zayas compensation of $110998.

4. Administration Recommendation: Approve X Information_____

5. Person submitting item
Dr Fernando Elizondo - Consultant

Staff Report

Procedure for reviewing both program and fiscal requirements of categorial programs

Fernando Elizondo Ed.D and Natalie Zayas

At the August 6th Board Retreat, the board was provided the following categorical programs with corresponding funding levels. These categorical programs have both specific amount of funds for corresponding program requirements.

Administration is recommending forming committees with the following composition:

Board member, curriculum coordinator, parent, Executive Director and a teacher. They're charged with reviewing program parameters and establish how best to expend the funds and report to the Board for review and approval.

1. 2022-2023 Universal Pre -K grant allocation of $30,214.00

Funds may pay for costs associated with creating or expanding CA State preschool programs or transitional kinder programs or to establish / strengthen partnership with other providers of PREK education within the LEA including Head Start programs

The recommended committee composition is the following: Board-member,Executive Director Natalie Zayas,
Curriculum Coordinator Katelyn Gaines, a teacher and a parent

2. 2022-2023 Educator Effectiveness grant allocation of $61,603.00

Provided professional training/ learning for teachers, administrators,paraprofessionals who work w pupils and classified staff that interact with pupils ie coaching ,support effective, standard based/ aligned instruction, support accelerated learning, support social -emotional learning, provide positive school climate

The recommended committee is composed of the following: Board-member,Executive Director Natalie Zayas Curriculum Coordinator Kathryn Gaines, a teacher and a parent

3. 2022-2023 Kitchen Infrastructure grant allocation of $25000.00

The funds can be used to increase pupil access to or improve the quality of fresh and nutritious school meals.

The recommended committee is composed of the following: Board-member,Executive Director Natalie Zayas, Curriculum Coordinator Kathryn Gaines, a teacher and a parent

4. 2022-2023 Taylor Farms donation of $ 200,000.00

Support quality learning and teaching programs, support school personnel to enhance the instructional and support programs. Ongoing operational and educational program

The recommended committee is the following: Chairperson Board President, Jackie Vasquez, Board-member Jamie Stracuzzi , Executive Director Natalie Zayas, teacher and a parent

5. ELO-P-Expanded learning opportunities program $90,484.00 (for 2021/22) and $233,574.00 spend by 6/30/2023

Can be spent on after school program and/or summer school ie After school coordinator and after school assistants wages

The recommended committee is composed of the following: Board-member,Executive Director Natalie Zayas, Curriculum Coordinator Kathyrn Gaines, a teacher and a parent

6. Review of 2022/23 budget

A review of the 2022/23 budget highlighting both general and restricted funds. A review of budget reserves

The recommended committee is the following: Chairperson Board member Steve Duran , Curriculum Coordinator Kathryn Gaines, Executive Director Natalie Zayas and a parent

Recommended next step for the Board's consideration in the review of categorical program and fiscal requirements

Address categorical programs through the creation of committees as listed in addressing both program and fiscal requirements for the Board's review and action.

UCEN Board/Oasis Charter Public School
Salinas, California

Policy Adopted:

Section V Students
Article XVII Administering Medication and Monitoring Health Conditions

The UCEN Board/Oasis Charter Public School (OCPS) recognizes that during the school day, some students may need to take medication prescribed or ordered by an authorized health care provider, to be functional at school and participate in the educational program. The Executive Director or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's Individualized Education Program or Section 504 service plan.

If a parent/guardian chooses, they may administer the medication to their child at school or designate another individual who is not a school employee to do so on the parent/guardian behalf.

Upon a written request by the parent/guardian and with approval of the student's authorized health care provider a student with medical condition that requires frequent treatment, monitoring, or testing may be allowed to self administer, self monitor, and or self-test. The student shall be made aware and observe universal precautions in the handling of blood and other body fluids.

The Executive Director or designee shall in confidence notify the appropriate staff of a student(s) who is authorized to self-administer, based on the above needs. Under no circumstances shall the student be discriminated against or jeopardized in any way for having the proper authorization to self-administer their own treatment, monitoring or testing..

Any medication prescribed by an authorized health care provider may be administered by the school nurse or other designated school personnel only when authorized by the Executive Director or designee has received written statements from both the parent/guardian and the student's health care provider.

School nurse and other designated school personnel shall in accordance with law administer medications in accordance with law, Board policy and regulations and shall be afforded appropriate liability protection.