

**LIVINGSTON UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
March 8, 2018**

Minutes

- I. Public session was called to order at 5:32 p.m. The Board immediately adjourned into closed session due to no public comments.

Members Present: Boyd, Land, Correia, Bains
Members Absent Flores

Let it be noted, Trustee Bains arrived late to closed session.

- II. Closed session adjourned at 5:59 p.m.
- III. The meeting reconvened to open session at 6:02 p.m. in the District Board Room. The meeting was called to order by President Boyd.

Members Present: Vernon Boyd, Anne Land, Kanwaldeep Bains, Yolanda Correia

Members Absent: Luis Enrique Flores

Staff Present: Andrés Zamora, Superintendent
Kuljinder Sekhon, Assistant Superintendent, Instruction & Pupil Services
Maria Torres-Perez, Director, Categoricals and Special Projects
Tiffany Pickle, Director, Instructional Technology
Sara Crawley, Director, Fiscal Services
Nick Jones, Director, Maintenance, Operations & Transportation
Stella Montañez, Principal, Selma Herndon Elementary
Jorge Arteaga, Principal, Campus Park Elementary
Alma DeLuna, Principal, Yamato Colony Elementary
Victoria Bradshaw, Principal, Livingston Middle
Markella Tsatsaronis, Associate Principal, Livingston Middle
Lupe Maldonado, Recording Secretary

Visitors: Sabine Cole, Jose A. Moran, Rene A. Rosales, Kelli Flores

- IV. Pledge of Allegiance was led by President Boyd.

V. Report and/or Action of Closed Session Items

The Board took action in closed session to issue a notice of non-reelection to one (1) probationary classroom teacher pursuant to Education Code 44929.21(b), effective at the end of the 2017-2018 school year, and directed the Superintendent or designee to send out appropriate legal notices.

The roll call vote was as follows:

Ayes: Boyd, Correia, Land, Bains
Noes: none
Absent: Flores

**NON-REELECTION OF
PROBATIONARY TEACHER
FOR 2018-2019**

VI. Public Comments
There were no public comments.

VII. Corrections to and Approval of Agenda

MOTION MADE BY/SECOND: Correia/Land

APPROVAL OF AGENDA

Motion to approve agenda.

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd

NOES: none

ABSENT: Flores

VIII. Reports, Special Presentations, Showcases, and Recognitions

A. Superintendent's Reports and Updates—Superintendent Zamora reported on the following: 1) parent workshops; 2) LCAP stakeholder meetings; 3) modernization projects; 4) water well installation at Yamato Colony; 5) city notice of water level contaminants and steps taken by the district to ensure safe drinking water for students and staff; 6) SARB Board making positive impact to address challenging attendance issues with students; 7) Young Women's conference set for March 24 at LMS; 8) Director of Instructional Technology, Tiffany Pickle, was awarded Administrator of the Year at the county and region level and now nominated at the State level.

IX. Consent Agenda

Prior to approval of the consent agenda, Board President Boyd disclosed a conflict with Item D on the consent agenda, therefore, per Government Code 871000, Mr. Boyd recused himself so remaining board trustees could freely discuss and vote on the matter. President Boyd, nominated Trustee Land to run the meeting during this time.

MOTION MADE BY/SECOND: Land/Correia

APPROVAL OF CONSENT AGENDA

Motion to approve the consent agenda.

Motion carried by a vote of 3-0.

AYES: Bains, Correia, Land

NOES: None

ABSTAIN: None

ABSENT: Flores, Boyd

A. Approval of Regular Board Meeting Minutes: February 8, 2018

B. Approval of Warrant Register

<u>Fund</u>	<u>Title</u>	
01	General Fund	\$ 186,477
12	Child Development Fund	\$ 14,920
13	Cafeteria Fund	\$ 56,822
21	Bond Proceeds	\$ 637,273
40	Special Reserve	\$ 24,128

- C. Approval of Designated Personnel Items: See Attachment A.
- D. Approval of Property Lease Agreement with A.V. Thomas Produce: Three year property lease agreement for organic farming, twenty acres on school property located on Peach and Robin Avenue for an annual lease cost of \$14,000.
- E. Approval of Addendum to 1989 Well System Agreement with City of Livingston: Addendum attached herein as Attachment B.

After the vote was taken, President Boyd returned to the meeting.

X. New Business

- A. LCAP Update: Technology Integration (Goal 1)
Director of Instructional Technology, Tiffany Pickle, reported on the progress of technology integration in the classrooms as it relates to outcomes identified in LCAP Goal 1. She highlighted on digital citizenship and awareness; trainings for parents/teachers on student online safety; reviewed Bright Bytes survey results; Year 1 of refreshing student/teacher devices and ERATE funding.
- B. Approval of Interim Financial Report, Second Period 2017/2018
Superintendent Zamora and Fiscal Director, Sara Crawley presented on the district's budgeted revenues and expenditures for the current fiscal year from November 1st through January 31st and two subsequent fiscal years projections. In addition, Mrs. Crawley reviewed funding proposed for next year by the governor, gap rate, loss of funding impacted by declining enrollment, STRS/PERs ongoing increases; special ed services and tracking of supplemental/ concentration funds.

MOTION MADE BY/SECOND: Correia/Land

Motion to approve the second interim report providing a positive certification; and that the District will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

**APPROVAL OF
SECOND INTERIM REPORT,
2017-2018**

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd
NOES: None
ABSENT: Flores

- C. César Chávez Day: Resolution No. 14—2017/2018

MOTION MADE BY/SECOND: Correia/Land

Motion to adopt Resolution No. 14 in support of César Chávez Day.

**RESOLUTION NO. 14—2017/2018
"César Chávez Day"**

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd
NOES: None
ABSENT: Flores

- D. 2018 CSBA Delegate Assembly Election
The Board chose not to vote.

- E. Bargaining Agreement between Livingston Union School District and California School Employees Association

Superintendent Zamora thanked the CSEA negotiating team for their continued partnership and appreciates them for always seeking what is best for employees and students. Kelli Flores also thanked Superintendent Zamora and the Board for their support and positive relationship between CSEA and the District.

MOTION MADE BY/SECOND: Correia/Bains

To ratify revisions to the Master Collective Bargaining Agreement between CSEA and LUSD for 2017/2018 and 2018/2019. The term agreement remains in effect up to June 30, 2020:

- 5.44% increase to the base salary schedule, retroactive to July 1, 2017 & \$500 increase to the District's health cap premium for a new cap total of \$14,685 (total ongoing cost equivalent to 6%);
- one-time (off salary schedule) payment of \$1,000 for 2018-2019.

**RATIFICATION OF THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
CSEA AND LUSD FOR
2017/2018 & 2018/2019**

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd
NOES: None
ABSENT: Flores

- F. Contracted Non-Represented Personnel Compensation Adjustment

MOTION MADE BY/SECOND: Correia/Bains

To approve compensation adjustments for non-represented contracted employees, classified management, school counselors and certificated management, including the Superintendent, for 2017/18 and 2018/19 as follows:

- 5.44% salary schedule increase retroactive to July 1, 2017 + \$500 increase to health cap
- \$1,000 one-time off salary schedule payment

**APPROVAL OF COMPENSATION
ADJUSTMENTS FOR LUSD
UNREPRESENTED PERSONNEL FOR
2017/2018 & 2018/2019**

Total ongoing cost equivalent to 6% which is the same or equal to what was approved for all represented employees.

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd
NOES: None
ABSENT: Flores

G. Second Read, Board Policy: BP/AR 6142.1 "Sexual Health and HIV/AIDS Prevention Instruction"

MOTION MADE BY/SECOND: Land/Correia

Motion to approve policy revisions.

**BP/AR 6142.1
"Sexual Health and HIV/AIDS
Prevention Instruction"**

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd
NOES: None
ABSENT: Flores

H. Second Read, Board Policy: BP 6144 "Controversial Issues"

MOTION MADE BY/SECOND: Correia/Land

Motion to approve policy revisions.

**BP 6144
"Controversial Issues"**

Motion carried by a vote of 4-0.

AYES: Bains, Correia, Land, Boyd
NOES: None
ABSENT: Flores

I. Communication, Information, and Future Agenda Items

The next board meeting is set for Thursday, April 12, 2018 at 6:00 p.m. in the District Board Room.

XI. Adjournment

The meeting adjourned at 7:03 p.m.

Vernon Boyd, Board President

Anne Land, Board Clerk

Andrés Zamora, Board Secretary

ATTACHMENT A
Consent Agenda – Personnel Items

Public Employees: Certificated

A. Employment Approval:

1. Stella Montanez, Summer Academy Principal, Selma Herndon, Temporary, 6/7/18 – 7/11/18.
2. Markella Tsatsaronis, Summer Academy Principal, Livingston Middle School, Temporary, 6/7/18 – 7/11/18.
3. Nora Pena De Stanley, Teacher, Yamato Colony, Temporary, 2/14/18 – 6/6/18.

B. Resignations/Retirements:

Racquel Ward-Zamora, Teacher, Livingston Middle School, Resignation, effective 6/30/18.

C. Request for Leave of Absence:

Martha Fuentes-Castro, Teacher, Livingston Middle School, Baby Bonding, effective 3/27/18 to 4/27/18.

Public Employees: Classified

A. Resignations/Retirements:

1. Crystal Castro, CDC Aide, Prusso Child Development, Resignation, effective 3/9/18.
2. Ana Prusso, Yard Duty, Campus Park, Resignation, effective 3/6/18.

Attachment B -

ADDENDUM TO THE 1989 AGREEMENT

This Addendum to the 1989 Agreement ("Addendum") is hereby made and entered into this **26th** day of **February, 2018**, between the Livingston School District ("School District") and the City of Livingston ("City").

RECITALS

WHEREAS, effective August 1, 1989, the City and the School District entered into an agreement ("1989 Agreement") allowing the School District to install and maintain well systems on its "Campus Park School site" and its "proposed Cressey School site" for the sole purpose of irrigating the grounds of both sites; and

WHEREAS, the 1989 Agreement requires the School District to install and operate their wells in a manner that avoids contamination of the City's water supply system or depletes the City's pumping aquifers; and

WHEREAS, the 1989 Agreement also provides the City with the ability to inspect the installation and operation of the School District's well systems. In the event that the City establishes that the School District's well system is contaminating the City's drinking water or is depleting the City's pumping aquifers, the School District is required to either take actions necessary to halt the contamination or aquifer depletion or cease using the well system until appropriate repairs or solutions are completed; and

WHEREAS, the "proposed Cressey School site" contemplated in the 1989 Agreement is now the Yamato Colony Elementary School site; and

WHEREAS, the School District has informed the City that its irrigation well at the Yamato Colony Elementary School site was producing approximately 400-500 gallons per minute ("GPM") and needs to be replaced. The School District intends to replace the well under the authority of the 1989 Agreement and with the same output capacity; and

WHEREAS, in reviewing the 1989 Agreement, the parties would like to replace the hold harmless provision set forth in Section 5, and supplement the 1989 Agreement by adding a provision setting forth the School District's duties with respect to compliance with all laws.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the City and the School District mutually agree as follows:

TERMS

1. **Indemnification.** This Addendum replaces Section 5, "Hold Harmless," of the 1989 Agreement to read as follows:

"The School District agrees to defend, indemnify, and hold harmless the City from all claims, demands, liabilities or damages, fines, penalties of any kind whatsoever, made by any person, firm, organization, governmental body, agency, entity, or any third-party of any kind, arising from or related to the 1989 Agreement and/or the well systems within the City that were installed or replaced at any time by the School District."

2. **Compliance with Law.** This Addendum supplements the responsibilities of the School District under the 1989 Agreement with respect to compliance with all laws. In the performance of any future activity under the 1989 Agreement and/or with regards to the well system within the City that were installed or replaced at any time by the School District, the School District shall comply with the requirements of California Water Code, California Water Code Section 13801, California Department of Water Resources "Water Well Standards" Bulletin 74-81 and Supplemental Bulletin 74-90, and any other applicable local, state, and federal regulations. The laws and regulations under this Paragraph cover, without exclusion, the following areas:
 - A. Permit Application and Fees
 - B. Contractor Licensing
 - C. Well Completion Report
 - D. Well Construction Standards
 - E. Inspections


3. **Well Capacity.** This Addendum specifies that the replacement well shall have a capacity of no greater than 500 GPM.

4. **All Other Terms in Force.** This Addendum does not otherwise rescind, cancel, or modify the existing terms of the 1989 Agreement. To the extent there are any conflicting terms between this Addendum and the 1989 Agreement, this Addendum shall control.

5. **Counterparts.** The Parties may execute this Addendum in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

The Parties have executed this Addendum as of the date first written above.

Livingston School District



 Title: Director of M.O.T.

Attest:



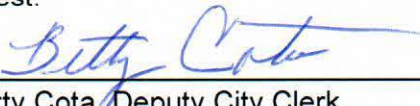
 Superintendent/Secretary of the Board

City of Livingston



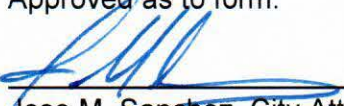
 Jose Antonio Ramirez, City Manager

Attest:



 Betty Cota, Deputy City Clerk

Approved as to form:



 Jose M. Sanchez, City Attorney

Attachments:
 1989 Agreement
 2910906.6

AGREEMENT
(LIVINGSTON SCHOOL DISTRICT WELL SYSTEM)

1. Parties: Effective August 1, 1989, this Agreement is made by and between the City of Livingston and the Livingston School District.
2. Purpose: The Livingston School District wishes to install wells on its Campus Park School site and its proposed Cressey School site for the sole purpose of irrigating the grounds of both sites and, thereby, reduce its irrigation costs. The City, as the provider of drinking water to residents of the City of Livingston is concerned for health and environmental reasons that water produced from the wells is used only for irrigating school district grounds and not for drinking water purposes. The District does not intend to use the water produced for any purpose other than irrigation and will construct its well and related piping system so as to avoid contamination of City's water supply system.
3. District's Obligations: District shall submit its plans and specifications to the City of Livingston and the Merced County Health Department for review and consultation and will permit the City and County to inspect its installation and operation of the well systems. In the event that the City establishes by objective evidence that District's well system is contaminating the City's drinking water system or has become a threat to the health and safety of the residents of Livingston or is depleting the

City's pumping aquifers, the District shall take whatever action necessary to halt such contamination, health threat or aquifer depletion. Such action shall include ceasing use of the well system until appropriate repairs or solutions are completed.

4. City's Obligation: City agrees that it shall not object or attempt to prevent District from installing its well systems or using the systems to irrigate District's grounds at the Campus Park and Cressey School sites unless City can establish substantial objective evidence that the well systems as used by the District are contaminating, health threatening or depleting the City's water supply system. City shall also exercise its rights to inspect and review District's well system plans and the operation of the system itself in such a manner so as to minimize disruption of the installation and use of the system.

5. Hold Harmless: District agrees to defend, save harmless and indemnify the City and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages from any cause whatsoever arising from contamination, health threat or depletion of City's water supply caused by District's well systems hereunder, or drinking of the water produced by said District's well systems.

6. Signatures: The signatures attest to the parties' agreement hereto:

Livingston Union School District

By: 
President, Livingston Union
School District Governing Board

City of Livingston

By: 
City Manager