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Enactment Number	21-1478
Enactment Date	9/22/2021 lf



## Board Cover Memorandum

**To** Board of Education

**From** Shanthi Gonzales, Board President  
Kyla Johnson-Trammell, Superintendent

**Meeting Date** September 22, 2021

**Subject** Amendment to Employment Agreement with Joshua Daniels

**Ask of the Board**  Approve Amendment to Employment Agreement with Joshua Daniels

**Background and Recommendation** On August 14, 2019, the District entered into an Employment Agreement (attached) with Joshua Daniels to serve as General Counsel of the District. That Agreement commenced on August 15, 2019, and ends on June 30, 2022.

On June 23, 2021, the Board approved the creation of a new job description: Chief Governance Officer (attached). By its terms, that job was “written to add a new classification that more accurately reflects the job responsibilities of our current General Counsel. This will create a title change that encompasses both the work of a General Counsel and the Chief Governance Officer. This title change does not change the salary terms of the current employment contract.”

The proposed amendment would formally amend the Employment Agreement with Joshua Daniels to change his title and job description to Chief Governance Officer. As noted, there would be no change to compensation as a result of the amendment.

**Term** Start Date: September 23, 2021 End Date: June 30, 2022

**Funding Source(s)** General Fund

**Attachment(s)**

- Amendment to Employment Agreement with Joshua Daniels
- Employment Agreement with Joshua Daniels (Enactment No. 19-1310)
- Job Description (Chief Governance Officer)

**AMENDMENT NO. 1**  
to  
Employment Agreement with Joshua Daniels

This Amendment amends the attached Employment Agreement (“Agreement”), incorporated herein by reference, which includes the following information:

- The Agreement is between the Oakland Unified School District (“OUSD”) and the below named individual (“DANIELS,” together with OUSD, “PARTIES”):  
**Joshua Daniels**
- The Parties entered into the Agreement on the below date:  
**August 14, 2019**
- The Enactment Number of the Agreement is below:  
**19-1310**

The PARTIES hereby agree to amend the Agreement as stated herein.

1. **Changes to Job Title and Job Description:** The Job Title of General Counsel and associated Job Description (and duties) in the Agreement shall be replaced, in all instances, with the attached Job Title and Job Description (and duties) for the Chief Governance Office. In the new position of Chief Governance Officer, DANIELS shall continue to serve, among other duties, as the chief legal advisor of the District. It is not the intent of the PARTIES is remove or reduce DANIELS’ duties but rather to add duties, to the extent consistent with the Job Description as approved.
2. **Term (duration):**         The term of the Agreement is unchanged
3. **Compensation:**         The not-to-exceed amount in the Agreement is unchanged
4. **Remaining Provisions:** All other provisions of the Agreement remain unchanged and in full force and effect as originally stated.
5. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
6. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been formally approved by OUSD’s Governing Board.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**Joshua Daniels**


Name: Joshua Daniels

Signature: 

Date: September 14, 2021

**OUSD**

Name: Shanthi Gonzales

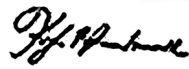
Signature: 

Position: President, Board of Education

Date: 9/23/2021

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 9/23/2021

Approved as to form



Namita Brown, Fagen,  
Friedman & Fulfrost LLP

Board Office Use: Legislative File Info.	
File ID Number	19-1565
Introduction Date	8/14/19
Enactment Number	19-1310
Enactment Date	8/14/19 If



# Memo

**To** Board of Education

**From** Aimee Eng, President, Board of Education  
Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** August 14, 2019

**Subject** Employment Agreement – Joshua Daniels, General Counsel

**Action Requested and Recommendation** Approval by the Board of Education of Employment Agreement between the District and Joshua Daniels, General Counsel, for the term 8/15/19 to 6/30/22, for a total annual base salary of \$186,633.99, plus fringe benefit costs of \$35,356.20.

**Background and Discussion** Joshua Daniels is appointed to the position of General Counsel for the District, reporting to both the Board of Education and the Superintendent and is the primary legal advisor and legal representative of the District.

State law (SB-1436) requires the Board to report a summary of the salaries or compensation paid in the form of fringe benefits of a local agency executive. Joshua Daniels will receive fringe benefits of health insurance and education, travel and cell phone stipends.

**Fiscal Impact** Funding Resource: General Purpose – base salary of \$186,633.99, plus fringe benefit costs of \$35,356.20.

**Attachments** Employment Agreement

## **EMPLOYMENT AGREEMENT**

### **Joshua Daniels, General Counsel**

In consideration of the mutual promises made herein, the Oakland Unified School District, ("OUSD") a local public entity pursuant to Government Code § 811.2 and by the California Education and Government Codes (hereinafter "District"), and Joshua Daniels, an individual (hereinafter "Employee"), enter into this Employment Agreement ("Agreement") and agree as follows:

#### **Article 1 Acceptance of Employment and Term**

- 1.1 District hereby employs Employee and Employee hereby accepts employment with the District on the terms and conditions stated herein. In approving and adopting this Agreement, the Governing Board hereby resolves and designates the position of General Counsel as senior management of the classified service pursuant to Education Code § 45100.5. In entering into this Agreement, Employee hereby acknowledges and agrees that as General Counsel, Employee is a member of the senior management of the classified service and that no other employment classification is applicable to Employee's employment with the District. The Board of Education and Superintendent may explore a revision to the position title following one year of satisfactory performance. A possible revision to the position title would not impact the salary terms of the agreement.
- 1.2 The term of this employment agreement is August 15, 2019 through June 30, 2022 ("Term"), unless extended in writing by mutual agreement of District and Employee or terminated sooner at the discretion of District.
- 1.3 District and Employee agree that Employee shall act as the chief legal advisor (hereinafter "General Counsel") for District and agree that all information exchanged is attorney-client privileged or confidential business information and that all services provided hereunder are legal services to the maximum extent permitted by law.

#### **Article 2 Duties and Obligations of Employee**

- 2.1 As General Counsel, Employee shall plan, organize, manage, budget for, direct, staff and control the legal work of the District; report to the Board and the Superintendent, on the legal matters of the District; and shall serve as a member of the Superintendent's senior leadership team and cabinet.
- 2.2 The General Counsel reports to the Board of Education and the Superintendent, and is the primary legal advisor and legal representative of the District. The primary responsibilities of the General Counsel includes providing, or ensuring the provision of: 1) legal advice to the Board of Education on a vast array of complex governance and policy issues, including but not limited to public meeting laws, election laws, bonds and parcel taxes, and conflict of interest laws; 2) legal advice to the Board of Education, Superintendent and the District senior leadership team on legal issues, including general public education law, special

education law, labor and employment law, litigation and claims, contracts, bids, construction, real property, and charter school law; 3) management and supervision of the District's Office of the General Counsel, including the Labor Relations Division and Board Office Staff; 5) protecting and preserving the legal, ethical and financial stability of the District; and 5) participation as a member of the senior management team, serving as a highly visible representative of the school district and a participant in all major policy discussions. Employee is responsible for performing the specific duties below or may delegate them, as Employee deems appropriate, so long as a Employee maintain proper oversight over such delegation.

Specific Duties include:

### **Governance & Policy**

- Advises the Board of Education in open and closed session, regular and special meetings.
- Assists in the formulation and development of Board policies and procedures.
- Advises the Board of Education and the Superintendent of unusual trends or problems and recommends appropriate corrective action.
- Advises the Board of Education, Superintendent, school sites and departments on legal requirements, and the development of and compliance with board policies and administrative regulations.
- Supports the District's strategic plan to ensure that every student graduates from high school as a caring, competent, critical thinker, ready for college and career.
- Ensures all District employees and partners comply with laws, regulations, policies and the District's strategic plan.
- Advises on major policy initiatives.
- Advises the District on public records laws, open government laws, election laws, including parcel taxes and bonds, and conflict of interest laws and requirements.
- Drafts legislative proposals presented to the California legislature.
- Drafts and reviews legal documents including rules, regulations, and resolutions.
- Evaluates and counsels on legal relationships with other political bodies, including but not limited to advising on District responses to other governmental entities.

### **Management and Leadership**

- Plans, organizes and implements long and short-term programs and activities of the Office of the General Counsel and Labor Relations.
- Selects, trains and evaluates the performance of assigned staff.
- Provides for continuing departmental staff training regarding legal issues, processes and procedures.
- Directs the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel.
- Develops and prepares the annual preliminary budget for the Office of the General Counsel; analyzes and reviews budgetary and financial data; and controls and authorizes expenditures in accordance with established limitations.

## **Labor and Employment**

- Advises the District on public employees' legal rights and duties.
- Provides strategic legal advice, counsel and guidance to Labor Relations and collaborates with other departments around issues relating to collective bargaining rights.
- Provides advice and counsel to the Governing Board on collective bargaining proposals for authority and direction for the District's negotiations team in collective bargaining.
- Advises on employee discipline and misconduct.
- Represents the District in employee discipline and termination proceedings.
- Represents the District in Labor and Employment law matters before state and federal tribunals.
- Investigates and responds to complaints filed with the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment and Housing (DFEH), Public Employees Relations Board (PERB) and other agencies.

## **Litigation/Claims**

- Investigates and resolves Government Tort Claims.
- Defends the District in litigation against the District.
- Oversees and manages all outside counsel retained on behalf of the District.
- Prosecutes legal suits on the District's behalf.
- Handles legal briefing as to other legal actions, including but not limited to preparing and filing amicus briefs on the District's behalf.
- Monitors and coordinates the work and performance of the District's third party claims adjuster.

## **Business Operations**

- Drafts, negotiates, and/or reviews agreements, contracts and memoranda of understanding (MOUs).
- Advises staff on legal matters related to procurement, contracts and agreements.
- Prepares and coordinates Request for Proposals, Requests for Qualifications, and other procurement mechanisms.
- Supports fiscal services audits, waivers and compliance.
- Supports the District's Facilities and Buildings and Grounds programs and services, including the Bond program modernization programs, local business program and Project Labor Agreement.

## **Special Education**

- Handles state and federal special education and Section 504 compliance issues.
- Represents the District at special education mediations and due process hearings.
- Represents the District in special education litigation.

## **General Student Matters**

- Investigates and responds to regulatory inquiries from the Office of Civil Rights (OCR) and the California Department of Education (CDOE).

- Advises on child custody conflicts and abuse reporting responsibilities at school sites.
- Responds to student records requests.
- Advises school sites and student discipline office in suspension, expulsion, and transfer of students.
- Advises on constitutional issues related to students' civil rights, including free speech, searches, nondiscrimination and other related issues.

### **Charter Schools**

- Supports legal compliance with Proposition 39 and charter schools facilities requests.
- Reviews charters for legal compliance.
- Negotiates and drafts leases for use of facilities.
- Supports the Office of Charter Schools department in legal issues relating to charters.
- In conjunction with the Office of Charter Schools, advises the Governing Board and Superintendent on charter petitions, material revisions, and renewal petition requests.
- Represents the District in appeals to the Alameda County Office of Education or State Board of Education relating to charters.

- 2.3 Employee shall adhere to and comply with all laws, statutes, regulations, policies and administrative bulletins that presently or prospectively govern District and the conduct of its employees.
- 2.4 Throughout the term of this Agreement and any extensions thereof, Employee shall remain in good standing with the State Bar of California and maintain as current Employee's license to practice law in the State of California.
- 2.5 District and Employee agree that any intellectual property created by Employee related to or concerning the legal work of the District is owned jointly. Employee shall grant to District the right to share equally in any royalties received by Employee arising out of any intellectual property created by Employee related to or concerning the legal work of the District.
- 2.6 District may use Employee's name during the term of employment as necessary or convenient without additional compensation to Employee.
- 2.7 Employee warrants and represents that Employee has the ability and authority to enter into this Agreement, that there are no restrictions or limitations on entering into this Agreement, and that entering into this Agreement will not violate any agreement(s) Employee has with any third parties.



### Article 3      **Obligations of District**

- 3.1 District agrees to defend, indemnify and hold Employee harmless against any claims, demands, actions, lawsuits, losses or damages of any kind or nature arising out of or related to the course and scope of Employee's discharge of Employee's duties as General Counsel. District may continuously maintain throughout the term of employment adequate insurance for such purpose.
- 3.2 District agrees Employee shall have final authority over the selection of personnel and allocation of resources within the Office of the General Counsel, provided that authority is exercised in accordance with the laws, statutes, regulations, policies, and administrative bulletins that presently or prospectively govern District and the conduct of its employees.
- 3.3 Except for matters related to the General Counsel's employment contract or employment status, the District agrees Employee shall have the sole authority to retain, supervise and discharge outside legal counsel for the District, and to implement such policies and procedures for the retention of outside counsel that are in the best interests of the District. The Board and Superintendent reserve the right to retain outside counsel as necessary or appropriate on matters related to the General Counsel's employment contract or employment status.
- 3.4 District agrees to provide to the Office of the General Counsel sufficient resources to adequately represent and defend the District in legal proceedings.
- 3.5 District shall provide Employee within the Office of General Counsel with the office, equipment, material and resources reasonably necessary to fulfill the duties, responsibilities and obligations of General Counsel.
- 3.6 District shall pay Employee's annual dues to the State Bar of California, membership in the Alameda County Bar Association and the California Council of School Attorneys.

### Article 4      **Compensation**

- 4.1 The salary of Employee shall be fixed at \$186,633.99 per year, payable on the same schedule as other non-represented senior management employees, or at such other times as the District may provide for the payment of employee salaries. Employee's salary shall be moved to the next step on the salary schedule upon two years of satisfactory (or better) evaluations. Employee shall also be entitled to salary increases provided to all unrepresented management staff and the stipends to which Employee is eligible.
- 4.2 District shall have the right and obligation to deduct or withhold from compensation due Employee those sums required for applicable federal, state and local income taxes and Social Security taxes.
- 4.3 District shall fund its (the employer's) portion of CalPERS retirement based upon the salary herein.

**Article 5      **Vacation, Sick and Personal Leave****

- 5.1 Employee shall be entitled to twenty (20) annual vacation days with pay. Employee is encouraged to take all the vacation days during the year in which such days are earned. At District's option, Employee may be reimbursed annually at Employee's daily rate of pay for any unused days, not to exceed twenty (20) days per year. Employee shall not accrue more than twenty (20) vacation days annually. Any cap or limit on total accrued vacation days found in any collective bargaining agreement between the District and one of its collective bargaining units that applies to all members of the collective bargaining unit shall apply to Employee.
  
- 5.2 Employee shall be entitled to accrue paid sick leave at the rate of 1.0 days per month, up to a maximum of 12 days per year. If Employee does not utilize the total amount of accrued sick leave authorized during any year, Employee may carry over unused sick leave to sick leave in the subsequent year.
  
- 5.3 Employee is entitled to accrue annual paid personal leave at the rate of five (5) days per year. If Employee does not utilize the total amount of accrued personal leave authorized during any year, such leave may be carried over to unused sick leave in the subsequent year.

**Article 6      **Employee Health Benefits and Expense Reimbursement****

- 6.1 District agrees to pay directly to Employee's existing or future health, dental and vision providers the insurance premiums associated with Employee, and Employee's qualified dependents under Internal Revenue Code § 152. The cost of any increase in insurance premiums in 2020-21 or 2021-22 as compared with 2019-20 shall be borne by Employee. The Employee's responsibility for the cost of any increase in insurance premiums shall not necessarily continue as part of any future employment contract between District and Employee. District further agrees to maintain during the term of employment long-term disability insurance for Employee.
  
- 6.2 District shall pay the reasonable expenses of Employee to attend appropriate professional and official meetings at the local, state and national level, subject to constraints of the budget of the Office of the General Counsel.
  
- 6.3 District shall reimburse Employee, pursuant to the policies and practices of District, the necessary costs and expenses incurred by Employee in performing the duties of, including but not limited to gas, travel, materials, supplies and related expenditures, all of which is properly documented by receipts.

## Article 7 Termination of Employment

- 7.1 District and Employee agree Employee shall serve at the pleasure and will of the Superintendent and the Governing Board. This means that any employment decision (e.g., termination) must be made jointly by the Superintendent and the Governing Board.
- 7.2 This employment contract may be terminated by:
- a. Termination Without Cause. Either party may terminate this agreement for no reason upon thirty (30) days written notice given as provided below. In the event the Agreement is terminated by the District for without cause under this paragraph, the District shall pay the Employee a severance amount equal to the monthly salary of Employee multiplied by the number of months left of the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than three (3) months, the maximum severance amount shall be an amount equal to the monthly salary of the employee multiplied by three (3). Subject to Government Code section 53260, regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, not to exceed three (3) months.

In consideration for said payment, if the severance is accepted by the Employee, the Employee shall have waived all past and present claims against the District, District employees and District Board Members that arise in whole or in part during the Employee's employment or severance from employment, including a waiver of all rights and protections under California Civil Code section 1542. Employee as a condition of said payment shall sign an acknowledgement via a Waiver and Release that Employee has agreed to receive the severance amount in exchange for the aforementioned waivers and release of claims. Any payment made under this section shall be made no later than thirty (30) days after the day Employee executes the aforementioned acknowledgement. These waivers and releases include, but are not limited to, the following:

1. *I expressly waive the provisions of Section 1542 of the Civil Code of the State of California, and I understand that said Section provides:*

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

2. *I agree not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal governmental entity, relating to or arising out of my employment with the District or separation from District employment, including claims based on the Age Discrimination in Employment Act of 1967.*

3. *I agree not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal governmental entity, that arises out of or reasonably relates in any manner to my employment with the District or separation of employment with the District including, without limitation, contract or tort claims, claims based on the Fair Employment and Housing Act, Government Code § 12940 et seq., California Labor Code § 132a, 42 U.S.C. § 2000(e) et seq., 29 U.S.C. § 621 et seq., the California Civil Code, the California Government Code, 42 USC Section 1983, Title IX, the Unruh Act, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. (except as excluded by law), the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., the False Claims Act, 31 U.S.C. § 3729 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., COBRA, the California Family Rights Act, the Educational Employment Relations Act of 1976, Cal. Govt Code § 3540 et. seq., the Genetic Information Act.*
4. *I understand the following information, which is required by the Older Workers Benefit Protection Act (“OWBPA”), if legally applicable to me:*
  - (a) *I have been advised to consult an attorney regarding this Waiver and Release of Claims (“Waiver and Release”) and the terms contained in this Waiver and Release before deciding whether or not to sign it;*
  - (b) *I have 21 days from the date this Waiver and Release is presented to me to consider this Waiver and Release and to decide whether to sign it, although I may, in the exercise of my own discretion, sign or reject it at any time before the 21-day period expires, thus waiving the remainder of the 21-day consideration period;*
  - (c) *At any time within 7 days after signing this Waiver and Release, I may revoke the waiver and release of Age Discrimination in Employment Act (“ADEA”) claims.*
  - (d) *The waiver and release of ADEA claims is not effective or enforceable until the 7-day revocation period has passed. If during the 7-day revocation period I choose to revoke the waiver and release of claims under this Section 4 of this release, the revocation must be in writing and delivered prior to the expiration of the 7-day period to: Oakland Unified School District, Office of the General Counsel, 1000 Broadway, Suite 300, Oakland, CA 94607.*
5. *I understand that a revocation of the waiver and release of ADEA claims, if legally applicable to me, will release the District from any obligation to provide me with the severance consideration described herein.*

6. *This acknowledgement of waiver and release may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of the Waiver and Release.*

7. *I understand the contents of this release and sign the same voluntarily and without duress.*

b. Retirement of Employee.

c. Death or Disability of Employee. For purposes of this Agreement, "disability" means Employee's inability, by reason of physical or mental infirmity or both, to perform the duties contemplated under this Agreement with or without reasonable accommodation for a period of 120 consecutive days or 150 workdays in the aggregate in a consecutive twelve (12) month period. "Disability" shall be determined by a licensed physician acceptable to District and Employee. The physician's fee shall be paid by District. Any termination for disability shall not prejudice any rights under any disability policies benefiting Employee.

d. Failure to Maintain License. The failure to maintain the license to practice law in the State of California for more than 30 days, or suspension or termination by the State Bar of California or the California Supreme Court of the ability to practice law in the State of California shall result in immediate termination of this Agreement.

e. Discharge for Cause. For purposes of this Agreement, "cause" shall mean Employee's (a) conviction (or a *nolo contendere* plea) to any felony or misdemeanor; (b) dishonesty in performing Employee's duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or (d) willful neglect of Employee's duties under this Agreement.

Prior to final determination by the Board of Education of cause for termination, Employee must have been given thirty (30) calendar days written notice of such possible action, and of the grounds therefore, and a reasonable opportunity to be heard by the Board of Education in the way of explanation or defense.

In the event that such termination is determined by the Superintendent (or later adjudicated) to be "without cause," the sole remedy shall be to make Employee whole in salary and benefits pursuant to 7.2.a above.

7.3 Pursuant to Education Code § 35031, Employee shall be provided written notice at least forty five (45) days in advance of the expiration of Employee's term if Employee is not to be reemployed.

Employee Initials acknowledging termination clauses:    JRD

Article 8 **Evaluation**

- 8.1 The Board and Superintendent shall evaluate Employee not less than annually upon a schedule to be determined. The evaluation and assessment shall be reasonably related to the position description and to the goals and objectives of the District for the year in question.
- 8.2 In the event that the Superintendent and Board of Education determine that the performance of the Employee is unsatisfactory in any respect, the District shall describe in writing and in reasonable detail specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board of Education deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Employee. Employee shall have the right to make a written response to the evaluation, to be placed in the personnel file along with the evaluation.

Article 9 **General Provisions**



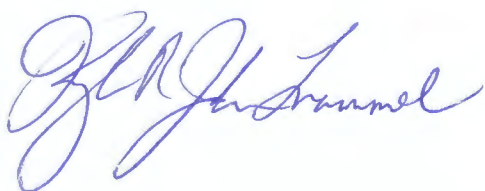
- 9.1 All notices required to be given under this Agreement shall be delivered via hand delivery, by first class mail or via email as follows:

To District:	To Employee:
Kyla Johnson-Trammell, Superintendent Oakland Unified School District 1000 Broadway, Suite 300 Oakland, CA 94607 <a href="mailto:kyla.johnson@ousd.org">kyla.johnson@ousd.org</a>	Josh Daniels 1000 Broadway Oakland, CA 94607
Aimee Eng Board President Board of Education Oakland Unified School District 1000 Broadway, Suite 300 Oakland, CA 94607 <a href="mailto:aimee.eng@ousd.org">aimee.eng@ousd.org</a>	

- 9.2 Additional written amendments may be added to the Agreement by mutual consent of the Employee and the Board of Education and Superintendent at any time during the period of this Agreement.
- 9.3 Any controversy between the District and Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either party served on the other, be submitted to binding arbitration. Arbitration shall comply with and be governed by the provisions of the California Arbitration Act. District and Employee shall agree on the selection of one person to hear

and determine the dispute. If the parties are unable to agree on a single arbitrator to hear the dispute, they shall obtain a list of arbitrators from the American Arbitration Association and select the arbitrator by alternative strike method. The arbitration shall be governed by the California Arbitration Act, Code of Civil Procedure § 1280 *et seq.*

- 9.4 "Year" as used in this Agreement means a fiscal year, July 1 through and including June 30th. "Day" or "days" as used in this Agreement means calendar days unless stated otherwise.
- 9.5 No waiver of any rights or obligations under this Agreement may occur unless provided in writing.
- 9.6 This Agreement constitutes the entire agreement between District and Employee concerning the subject matter of this Agreement. Any prior agreements or understandings between District and Employee concerning the same subject matter not contained within this Agreement are null and void.
- 9.7 This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board.
- 9.8 If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.
- 9.9 This Agreement may be modified or extended only in writing and must be signed by District and Employee.
- 9.10 This Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education.

<b>By District</b>  By:  8/14/19 Aimee Eng President, Board of Education Oakland Unified School District	<b>By Employee</b>   8/3/19 Josh Daniels
By: Kyla Johnson-Trammell Superintendent and Secretary, Board of Education Oakland Unified School District	

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-1653
Introduction Date	06/23/2021
Enactment Number	21-1081
Enactment Date	6/23/2021 os



### Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent

**Meeting Date** June 23, 2021

**Subject** Creation/Revision of Job Descriptions – Named Positions – Talent/Human Resources Department

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**Action Requested** Adoption by the Board of Education of Resolution No. 2021-0220 – Creation/Revision of Job Descriptions – Named Positions – Talent/Human Resources Department.

**Creations:**

1. Grants Manager;
2. Chief Governance Officer, Legal Office;
3. Student Welcome Center Counselor II;
4. ECE Family Navigator; and
5. Analyst, Payroll.

**Revisions:**

1. Business Manager, Human Resources Services and Support/Senior;
2. Director of Good Food Manufacturing and Production; and
3. Production Supervisor, Nutrition Services

**Discussion** The Talent Division recommends approval of this job description as part of its ongoing work to revise and update the job classifications needed to implement the strategic plan, create greater clarity of roles, and have a written job description that reflects the scope and responsibilities for every position in the district.



**Creation:**

Job Description/Position/Title/FTE

**Grants Manager**

(As Assigned) (1.0 FTE)

**Details of Creation:**

Site 922, Community Schools and Services applies for and manages millions of dollars in Grant funding annually. One condition of this grant is that the district hire and retain a dedicated Grants Manager to monitor and ensure that all deliverables are met and reported according to federal protocols and timelines.

**Salary Schedule/Range**

Salary Schedule: ADCL 15

Range: \$85,535.58 – \$109,178.00

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position will be funded by the Human Trafficking Grant. This grant funds through 2024. The department is requesting to create a new function based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Creation:**

Job Description/Position/Title/FTE

**Chief Governance Officer**

(As Assigned) (1.0 FTE)

**Details of Creation:** This job description is written to add a new classification that more accurately reflects the job responsibilities of our current General Counsel. This will create a title change that encompasses both the work of a General Counsel and the Chief Governance Officer. This title change does not change the salary terms of the current employment contract.

**Salary Schedule/Range**

Salary Schedule: ADCL 15

Range: \$186,663.99 – \$203,940.00

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is currently budgeted with general purpose funds. This is a title change with additional duties. The salary remains the same with no budget impact.

**Creation:**

Job Description/Position/Title/FTE

**Student Welcome Center Counselor II**

(As Assigned) (1.0 FTE)

**Details of Creation:**

Based on the Enrollment Stabilization Board Policy that passed on April 28, 2021 the Student Welcome Center will be required to take on several new, additional responsibilities. In order to meet those requirements, we are creating a new "Counselor II" position with an enhanced scope of duties.

**Salary Schedule/Range**

Salary Schedule: WTCL 46

Range: \$55,750.58 - \$74,704.02

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is being funded by AB 1840. Department is requesting to create a new function based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Creation:**

Job Description/Position/Title/FTE

**ECE Family Navigator**

(As Assigned) (1.0 FTE)

**Details of Creation:**

The family navigator will collaborate with Principal/CDC Site Administrators, educators, parent organizations, business/community partners, and other staff to directly support families of young children as they enter the P-12 system. They will support perk family recruitment and transition from preschool and into elementary school through the enrollment process, accessing health and basic needs to thrive and for school readiness.

**Salary Schedule/Range**

Salary Schedule: WTCL 47

Range: \$57,170.99 - \$76,671.86

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is being funded by the First 5 Alameda County Kinder Readiness Grant. Department is requesting to create a new function based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Creation:**

Job Description/Position/Title/FTE

**Analyst, Payroll**

(As Assigned) (1.0 FTE)

**Details of Creation:**

This Analyst position is part of the Business Services Restructure. Currently payroll doesn't have a succession plan with middle management, which limits the ability to grow and absorb the additional duties required of the department. This position will support the department's monthly responsibilities in addition to payroll taxes and retirement reconciliation.

**Salary Schedule/Range**

Salary Schedule: WTCL 53

Range: \$66,255.61 - \$88,700.84

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is budgeted with general purpose funds. This position is already budgeted in the department's plan.

**Revision:**

Job Description/Position/Title/FTE

**Business Manager, Human Resources Services and Support/Senior**

(As Assigned) (1.0 FTE)

**Details of Revision:** This job description as previously written for this classification does not accurately reflect the growing job responsibilities. More specifically, it does not accurately describe the increased duties of supporting the management of the division's budget, board office liaison and executive assistant to the Chief Talent Officer.

**Salary Schedule/Range**

Salary Schedule: CFCA 20

Range: \$88,448.55 - \$112,871.29

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is budgeted with general purpose funds. This position is already budgeted in the department's plan

**Revision:**

Job Description/Position/Title/FTE

**Director of Good Food Manufacturing and Production**

(As Assigned) (1.0 FTE)

Details of Revision: As the center opens, the department has learned that they need a higher level of leadership and production expertise to direct the development of new procedures, training programs and grow the business operations of the manufacturing facility. To that end, they require Director Level Leadership.

Salary Schedule/Range

Salary Schedule: ADCL 19

Range: \$103,958.63 - \$132,702.14

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is already budgeted in the department's plan. Department is requesting to modify functions based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Revision:**

Job Description/Position/Title/FTE

**Production Supervisor, Nutrition Services**

(As Assigned) (1.0 FTE)

Details of Revision: This job description as previously written for this classification does not accurately reflect the needs of the district that require additional duties and/or new responsibilities to an existing position in the district.

Salary Schedule/Range

Salary Schedule: ADCL 15

Range: \$85,535.58 - \$109,178.00

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

No Fiscal Impact. This position is replacing an existing position, Executive Chef/Production Manager, Nutrition Services.

**Recommendation** Adoption by the Board of Education of Resolution No. 2021-0220 – Creation/Revision of Job Descriptions – Named Positions – Talent/Human Resources Department.

**Creations:**

1. Grants Manager;
2. Chief Governance Officer, Legal Office;
3. Student Welcome Center Counselor II;
4. ECE Family Navigator; and
5. Analyst, Payroll.

**Revisions:**

1. Business Manager, Human Resources Services and Support/Senior;
2. Director of Good Food Manufacturing and Production; and
3. Production Supervisor, Nutrition Services

**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
Resolution No. 2021-0220**

- Creation/Revision of Job Descriptions – Named Positions – Talent/Human Resources Department

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**WHEREAS**, it is the goal of the Oakland Unified School District to ensure organizational effectiveness, efficiency and accountability to further student achievement; and

**WHEREAS**, it is the intent of the District to develop a structure which focuses on providing high standards of service and increasing accountability across the system; and

**WHEREAS**, the job description aligns with the District’s priority of a Full Service Community School District and to enhance service our students, schools and community, and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education hereby determines that the following positions are created or revised as set forth in the attachments and shall be established on the respective salary schedule/range effective 12:01 a.m., June 24, 2021, as follows:

**Creation:**

Job Description/Position/Title/FTE

**Grants Manager**

(As Assigned) (1.0 FTE)

**Details of Creation:**

Site 922, Community Schools and Services applies for and manages millions of dollars in Grant funding annually. One condition of this grant is that the district hire and retain a dedicated Grants Manager to monitor and ensure that all deliverables are met and reported according to federal protocols and timelines.

**Salary Schedule/Range**

Salary Schedule: ADCL 15

Range: \$85,535.58 – \$109,178.00

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position will be funded by the Human Trafficking Grant. This grant funds through 2024. The department is requesting to create a new function based on the District’s Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Creation:**

Job Description/Position/Title/FTE

**Chief Governance Officer**

(As Assigned) (1.0 FTE)

Details of Creation: This job description is written to add a new classification that more accurately reflects the job responsibilities of our current General Counsel. This will create a title change that encompasses both the work of a General Counsel and the Chief Governance Officer. This title change does not change the salary terms of the current employment contract.

Salary Schedule/Range

Salary Schedule: ADCL 15

Range: \$186,663.99 – \$203,940.00

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is currently budgeted with general purpose funds. This is a title change with additional duties. The salary remains the same with no budget impact.

**Creation:**

Job Description/Position/Title/FTE

**Student Welcome Center Counselor II**

(As Assigned) (1.0 FTE)

Details of Creation:

Based on the Enrollment Stabilization Board Policy that passed on April 28, 2021 the Student Welcome Center will be required to take on several new, additional responsibilities. In order to meet those requirements, we are creating a new "Counselor II" position with an enhanced scope of duties.

Salary Schedule/Range

Salary Schedule: WTCL 46

Range: \$55,750.58 - \$74,704.02

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is being funded by AB 1840. Department is requesting to create a new function based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Creation:**

Job Description/Position/Title/FTE

**ECE Family Navigator**

(As Assigned) (1.0 FTE)

**Details of Creation:**

The family navigator will collaborate with Principal/CDC Site Administrators, educators, parent organizations, business/community partners, and other staff to directly support families of young children as they enter the P-12 system. They will support perk family recruitment and transition from preschool and into elementary school through the enrollment process, accessing health and basic needs to thrive and for school readiness.

**Salary Schedule/Range**

Salary Schedule: WTCL 47

Range: \$57,170.99 - \$76,671.86

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is being funded by the First 5 Alameda County Kinder Readiness Grant. Department is requesting to create a new function based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Creation:**

Job Description/Position/Title/FTE

**Analyst, Payroll**

(As Assigned) (1.0 FTE)

**Details of Creation:**

This Analyst position is part of the Business Services Restructure. Currently payroll doesn't have a succession plan with middle management, which limits the ability to grow and absorb the additional duties required of the department. This position will support the department's monthly responsibilities in addition to payroll taxes and retirement reconciliation.

**Salary Schedule/Range**

Salary Schedule: WTCL 53

Range: \$66,255.61 - \$88,700.84

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is budgeted with general purpose funds. This position is already budgeted in the department's plan



**Revision:**

Job Description/Position/Title/FTE

**Business Manager, Human Resources Services and Support/Senior**

(As Assigned) (1.0 FTE)

Details of Revision: This job description as previously written for this classification does not accurately reflect the growing job responsibilities. More specifically, it does not accurately describe the increased duties of supporting the management of the division's budget, board office liaison and executive assistant to the Chief Talent Officer.

Salary Schedule/Range

Salary Schedule: CFCA 20

Range: \$88,448.55 - \$112,871.29

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is budgeted with general purpose funds. This position is already budgeted in the department's plan

**Revision:**

Job Description/Position/Title/FTE

**Director of Good Food Manufacturing and Production**

(As Assigned) (1.0 FTE)

Details of Revision: As the center opens, the department has learned that they need a higher level of leadership and production expertise to direct the development of new procedures, training programs and grow the business operations of the manufacturing facility. To that end, they require Director Level Leadership.

Salary Schedule/Range

Salary Schedule: ADCL 19

Range: \$103,958.63 - \$132,702.14

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

This position is already budgeted in the department's plan. Department is requesting to modify functions based on the District's Strategic Plan or operational needs, e.g., emergency management, internal audit, etc.

**Revision:**

Job Description/Position/Title/FTE

**Production Supervisor, Nutrition Services**

(As Assigned) (1.0 FTE)

Details of Revision: This job description as previously written for this classification does not accurately reflect the needs of the district that require additional duties and/or new responsibilities to an existing position in the district.

Salary Schedule/Range

Salary Schedule: ADCL 15

Range: \$85,535.58 - \$109,178.00

261 days, 7.5 hours (FT)

**FISCAL IMPACT:**

No Fiscal Impact. This position is replacing an existing position, Executive Chef/Production Manager, Nutrition Services.

**BE IT FURTHER RESOLVED**, that the Board authorizes the creation of job descriptions as so stated above.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Mike Hutchinson, Gary Yee, VanCedric Williams, Aimee Eng, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Shanthi Gonzales

NOES: None

ABSTAINED: None

RECUSE: None

ABSENT: Jessica Ramos (Student Director), Samantha Pal (Student Director)

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 23, 2021.

**OAKLAND UNIFIED SCHOOL DISTRICT**

<b>Legislative File</b>	
File ID Number:	21-1653
Introduction Date:	06/23/2021
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	OS



Shanthi Gonzales  
President, Board of Education



Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Legislative File	
File ID Number:	21-1653
Introduction Date:	06/23/2021
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	os



# OAKLAND UNIFIED SCHOOL DISTRICT

## Position Description

<b>TITLE:</b>	<b>Grants Manager</b>	<b>REPORTS TO:</b>	<b>Assigned Supervisor</b>
<b>DEPARTMENT:</b>	<b>As Assigned</b>	<b>CLASSIFICATION:</b>	<b>Classified Manager</b>
<b>FLSA:</b>	<b>Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 days/7.5 hours or duty days and hours as assigned</b>
<b>ISSUED:</b>	<b>Created: August 2008 Revised: June 2021</b>	<b>SALARY GRADE:</b>	<b>ADCL 15</b>

**BASIC FUNCTION:** The Grants Manager position performs high-level professional work related to grant seeking, grant administration, and coordinating grant management activities. Grant administration activities may include any or all of the following: develop and catalog external resources in the areas of training, grant funding sources, and other grant related resources; provide assistance in determining grant eligibility; provide technical assistance and training to departments in grant writing, preparation, and management; develop and implement administrative procedures and controls for grant application process; facilitate interdepartmental coordination and communication on multi-departmental grant projects to ensure that grants are processed and administered in a timely manner and according to grant requirements; provide technical expertise in determining grant compliance requirements.

**REPRESENTATIVE DUTIES:** Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.

### ESSENTIAL FUNCTIONS:

Responsible for the overall administration of the project and management of the grant award including all grant deliverables and reporting requirements.

Develop and implement an effective project management tool for tracking grant deliverables.

Manage the implementation of all required project activities.

Ensure that all funded activities comply with grant award.

Provide leadership in planning program activities and managing operations.

Develop a plan for project sustainability after the grant funding ends.

Provide or manage training and technical assistance to support project development, sustainability, and expansion.

Manage all third-party agreements include Memoranda of Understanding (MOU) and Letters of Agreement.

Ensure that all program requirements align with culturally and linguistically appropriate goals, policies, and applied standards.

Describe and manage how the organization will collect, manage, and analyze project data.

Create a clear plan for the oversight of grant funds and ensure grant activities comply with approved budget.

Managing timelines, matching funds and regulations and deliverables.

Submit performance progress and financial reports periodically throughout the project period.

Provide leadership to optimizing the grant administration process.

Prepare and monitor budgets.

Collaborate with fiscal to ensure real-time updates on grant budget, expenses, and timelines.

Communicate with funder on a regular basis to provide progress reports and troubleshoot obstacles to effective grant administration.

Seek and participate in training and technical assistance to support effective grant administration.

Prepare grant proposals and renewals.

Create a realistic performance management system and process that will effectively track performance outputs and outcomes.

Manage evaluation of the performance outcomes.

Recruit, train and supervise grant funded staff in a manner that supports achievement of the stated performance outcomes according to timeline.

Provide cross-training to department personnel.

Perform related duties as assigned.

#### **QUALIFICATIONS:**

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

#### **KNOWLEDGE OF:**

Grant application process and writing of applications

Applicable federal, state, and District codes, regulations, policies and procedures governing work scope

Methods to interpret, apply, and explain rules, regulations, policies and procedures related to work scope

Planning, organization and coordination needed for assigned program

Diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of District students

Interpersonal skills using tact, patience, and courtesy

Correct English usage, grammar, spelling, and punctuation

Implement plans and evaluate their outcomes

Principles and practices of effective leadership

Principles and practices of supervision and evaluation

Various grant programs available to school districts

Editing rules and guidelines

Standard office practices, procedures, equipment, and techniques

Computer operation

Microsoft Office Suite (Word, Excel, PowerPoint, Outlook, etc.), and database applications

Contemporary writing styles

Research methods and funding sources

**ABILITY TO:**

Compose and appropriately format correspondence and reports

Review a proposal or manage a project with understanding of the overall scope and goal of each sponsored project

Work under pressure to meet deadlines for grant opportunities

Take initiative and utilize innovative techniques and ingenuity in preparing grant applications

Interact with various departments of the District

Work flexible hours for research

Travel when required for research and training

Participate as a team player to coordinate grant projects

Develop, write and implement strategic plans and ability to provide necessary documentation to support grant requirements

Model effective communication skills using tact, patience, and courtesy to understand and respond to the needs and expectations of team members and others

Analyze, interpret and communicate data

Plan, organize, and complete work to meet established timelines and deadlines

Analyze situations accurately and adopt effective course of action

Manage multiple projects simultaneously

Implement plans and evaluate their outcomes

Prepare and deliver clear and concise presentations to a variety of audiences

Read, interpret and apply laws, rules and regulations

Supervise, coach, and evaluate the performance of assigned staff

**PREREQUISITES:**

Master's degree in education, social work, public health or other related field

3 years grant management experience in an educational or nonprofit setting

3 years budget management experience

Competency in project management

Excellent writing and data management skills

Valid California Driver's License, if applicable

**PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

**WORKING CONDITIONS**

**ENVIRONMENT:**

Office and diverse school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions

**PHYSICAL REQUIREMENTS:**

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 30 pounds, occasionally 30+ pounds; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write

and use the computer; hearing and speaking to exchange information, in person or on the telephone, and make presentations.

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.



<b>Legislative File</b>	
File ID Number:	21-1653
Introduction Date:	6/23/21
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	os

**POSITION DESCRIPTION**

<b>TITLE:</b>	<b>Chief Governance Officer</b>	<b>REPORTS TO:</b>	<b>Board of Education and Superintendent</b>
<b>DEPARTMENT:</b>	<b>Legal</b>	<b>CLASSIFICATION:</b>	<b>Classified Confidential</b>
<b>FLSA:</b>	<b>Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 Days/7.5 Hours, or Duty Days/Hours as assigned.</b>
<b>ISSUED:</b>	<b>Date of Board Approval</b>	<b>SALARY GRADE:</b>	<b>Employment Contract</b>

**BASIC FUNCTION:** The Chief Governance Officer jointly reports to the Board of Education and the Superintendent. This critical role serves as the strategic liaison between the Board and senior leadership of the District and leads the District’s efforts regarding strategic governance, legal and regulatory compliance, record management, and public/government relations.

The Chief Governance Officer serves as both the primary advisor to the Board and Superintendent on governance matters and serves as the primary legal advisor/representative (i.e., General Counsel) of the District. The Chief Governance Officer ensures the effective delivery of strategic governance, legal and regulatory compliance, and public/government relations of the District. As a member of the senior management team, the Chief Governance Officer serves as a highly visible representative of the school district and a participant in all major policy discussions. In addition, the Chief Governance Officer:

- Provides legal advice to the Board, the Superintendent, and the District senior leadership team on legal issues, including general public education law, special education law, labor and employment law, litigation and claims, contracts, bids, construction, real property, and charter school law;
- Manages and supervises the District Legal Office, including the Labor Relations Department and the District’s Board Office; and
- Protects and preserves the legal, ethical, and financial stability of the District.

**REPRESENTATIVE DUTIES:** (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements).

**ESSENTIAL FUNCTIONS:**



## **Governance**

- Manages and maintains the governance framework
- Manages and leads policies and positions on issues related to Board accountability and anticipates response from regulators, the media, and general public
- Assists in the formulation and development of Board policies and procedures
- Advises the Board and the Superintendent of unusual trends or problems and recommends appropriate corrective action
- Support the District's five year strategic plan to ensure that every student graduates from high school as a caring, competent, critical thinker, ready for college and career and advises on major policy initiatives
- Interacts with the Board, executive leaders, and risk management functions as well as external stakeholders, regulators, and government officials
- Applies strategic thinking to provide input and critical analysis of new and changing policies
- Collaborates with other leaders to conduct business impact analyses for both new and updated regulations
- Assures the integrity of the Board's process by ensuring that the behaves consistently with its own rules and those legitimately imposed upon it from outside the district
- Advising decisions that fall within topics covered by Board policies, with the exception of performance or employment related to the Superintendent
- Represents, as directed, the Board or Superintendent to outside parties related to Board-stated positions and in stating decisions and/or interpretations within delegated areas

## **Legal/General Counsel**

- Advises the Board of Education and Superintendent in open and closed session, regular and special meetings on all legal matters
- Advises the Board of Education, Superintendent, school sites and departments on legal requirements, and the development of and compliance with Board policies and administrative regulations
- Ensure all District employees and partners comply with laws, regulations, policies and the District's strategic plan
- Advises the District on public records laws, open government laws, election laws, including parcel taxes and bonds, and conflict of interest laws and requirements
- Drafting of legislative proposals presented by the District to the California legislature
- Draft and review legal documents including rules, regulations, and resolutions

## **Management and Leadership**

- Plan, organize and implement long and short-term programs and activities of the Legal Division
- Select, train and evaluate the performance of assigned staff
- Provide for continuing departmental staff training regarding legal issues, process and procedures
- Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel
- Develop and prepare the annual preliminary budget for the legal division; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations

## **Labor and Employment**

- Advises the District on public employees' legal rights and duties
- Oversees Labor Relations and other departments around issues relating to collective bargaining rights
- Advises on employee discipline and misconduct
- Represents the District in employee discipline and termination proceedings
- Represents the District in Labor and Employment law matters before state and federal courts
- Investigates and responds to complaints filed with the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment and Housing (DFEH) and other agencies

### **Litigation/Claims**

- Investigates and resolves Government Tort Claims
- Defends the District in litigation against the District

### **Business Operations**

- Drafts, negotiates, and/or reviews contracts and memoranda of understanding (MOU's)
- Advises staff on matters related to procurement, contracts, and legal agreements
- Prepares and coordinates Request for Proposals, Request for Qualifications, and other contract outreach
- Supports fiscal services audits, waivers and compliance
- Supports the District's Facilities and Buildings and Grounds programs and services, including the Bond program modernization programs, local business program and Project Labor Agreement

### **Special Education**

- Handles state and federal special education and Section 504 compliance issues
- Represents the District at special education mediations and due process hearings
- Represents the District in special education litigation

### **General Student Matters**

- Investigates and responds to regulatory inquiries from the Office of Civil Rights (OCR) and the California Department of Education (CDOE)
- Facilitates child custody conflicts and abuse reporting responsibilities at school sites
- Responds to student records requests
- Advises school sites and student discipline office in suspension, expulsion, and transfer of students
- Advises on constitutional issues related to student's civil rights, including free speech, searches, non-discrimination and other related issues

### **Charter Schools**

- Supports compliance with Proposition 39 and charter schools facilities requests
- Reviews charters for legal compliance

Perform related duties as assigned

### **PREREQUISITES**

Juris Doctor Degree from an American Bar Association accredited institution

Ten years of experience in the practice of law, including substantial responsible experience as Counsel for a large, urban public entity; directly related school law experience is highly desirable

Active membership in good standing of California State Bar Association

Demonstrated ability to effectively manage a departmental budget and a team in a complex organization

Licensed to practice law in the State of California

Exceptional organizational, communications, public relations, and interpersonal skills

Demonstrated ability to think strategically

Unwavering commitment to the mission of Oakland Unified School District

Ability to distinguish relevant facts and assimilate and analyze facts

Valid California Driver's License, if applicable

### **PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

### **WORKING CONDITIONS**

### **ENVIRONMENT:**

Office and school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions.

**PHYSICAL DEMANDS:**

Hearing and speaking to exchange information in person and make presentations; dexterity of hands and fingers to operate a computer keyboard; seeing to monitor various activities and read documents, and view computer monitors; travelling off-site; sitting or standing for extended periods of time; kneeling, bending at the waist, and reaching overhead, above the shoulders, and horizontally; lifting light objects.

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

Legislative File	
File ID Number:	21-1653
Introduction Date:	6/23/21
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	os



OAKLAND UNIFIED  
SCHOOL DISTRICT

**Position Description**

<b>TITLE:</b>	<b>Student Welcome Center Counselor II</b>	<b>REPORTS TO:</b>	<b>Assigned Supervisor</b>
<b>DEPARTMENT:</b>	<b>As Assigned</b>	<b>CLASSIFICATION:</b>	<b>Classified</b>
<b>FLSA:</b>	<b>Non-Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 days / 7.5 hours or duty days and hours as assigned</b>
<b>ISSUED:</b>	<b>Created: June 2021</b>	<b>SALARY GRADE:</b>	<b>WTCL 46</b>

**BASIC FUNCTION:** Under the leadership of assigned supervisor, the Student Welcome Center Counselor II will provide exceptional customer service to parents and guardians in Oakland who are seeking to enroll their student(s) in an OUSD school, will effectively manage multiple systems to support families in a seamless enrollment process, will support school site staff with building and maintaining a healthy enrollment, and will lead initiatives that drive towards an enrollment system that prioritizes equitable access to high-quality schools for all families.

**REPRESENTATIVE DUTIES:** (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to reflect the principal job elements accurately.)

**ESSENTIAL FUNCTIONS:**

Serve as a primary customer service point-of-contact for parents/guardians who are selecting and/or enrolling in an OUSD-managed public school. Depending on the situation, this support may be conducted in-person, over the phone, or via email.

Inform families of school options, help families select a school in an unbiased way, assist families with navigating multiple enrollment timelines and/or processes, and following-up with parents to ensure their child has the best chance of being assigned to the school of their choice.

Efficiently and effectively toggle between multiple software systems to enroll students, including the student information system (Aeries), online application portal (currently SchoolMint), State database (CALPADS), customer service ticketing platform, customer scheduling platform, and Google Suite.

Collect required student documentation from parents, reviewing for completeness and accuracy.

Serve as the subject-matter-expert for all things related to choosing a public school in Oakland: including in-depth knowledge of OUSD’s application and enrollment processes.

Generate written content for OUSD’s knowledge management database that is clear, timely, and accurate for families and other staff members.

Design and implement special initiatives related to equitable enrollment access, such as developing outreach campaigns or building data tracking systems.

Provide Quality Assurance support for our online software systems by rigorously developing and testing use cases.

Follow up directly with families, school sites, and/or other OUSD offices (such as early childhood, newcomers, alternative education) to ensure that families successfully complete the enrollment process in a timely manner.

Conduct address investigations as necessary.

Serve as the enrollment point person for a subset of school sites: lead trainings for staff at these sites, answer all enrollment-related questions from their staff, and monitor their enrollment throughout the year.

Provide exceptional and personal customer service in a courteous and professional manner at all times.

Communicate effectively with other team members and school personnel about the availability of seats and other relevant topics.

Conduct English assessments of students in listening, speaking, reading and writing to identify English Language Learners.

Surface potential process improvements to continuously move towards a more equitable enrollment system that is transparent and accessible to all families.

Lead meetings with school communities, partner community organizations, and other groups to help individuals understand and navigate the enrollment process.

Maintain both the integrity and confidentiality of all data.

Perform other related duties as required.

### **QUALIFICATIONS:**

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

### **KNOWLEDGE OF:**

District enrollment policies (preferred)

Aeries student information system (preferred)

Diversity, sensitivity, and competence with regard to issues of race, learning or other ability, ethnicity, culture, religion, gender, socio-economic group, sexuality or other orientations or cultural markers

Presentation, communication, and public speaking techniques

Google suite

### **ABILITY TO:**

Perform a variety of complex, technical duties involving specialized knowledge and independent judgment

Understand and interpret District and other rules, policies and procedures

Quickly learn and become proficient with new software systems

Adapt to changes in policies and practices

Demonstrate customer-centric mindset

Show proven skills in exceeding customer expectations

Demonstrate cultural competence and sensitivity with diverse groups across lines of race, ethnicity, religion, gender, socio-economic group, sexual orientation, and other identifiers

Establish and maintain effective communications and working relationships among diverse groups of students, parents, District staff, and the community

Complete work accurately and as directed with many interruptions

Organize and manage multiple streams of work

Pay close attention to details

Manage time effectively

Demonstrate a continuous improvement mindset

Demonstrate effective written and verbal communication skills, including content communication, conciseness, grammar and usage

Work effectively under pressure

**PREREQUISITES**

Bachelor Degree or its equivalency required (2 years of similar and relevant work level experience = 1 year of college) plus courses in operations management, communication, or related courses. A combination of experience and education may be used to meet the Bachelor Degree requirement; however, the work experience years used to qualify for the Bachelor Degree requirement cannot be used to meet the work requirement.

Bilingual in Spanish, Vietnamese, Chinese, Arabic, or Mam preferred, but not required

Three (3) or more years experience in fast-paced customer service setting

Knowledge of public education operational philosophies

Valid California Driver's License, if applicable

**PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

**WORKING CONDITIONS**

**ENVIRONMENT:**

Office and diverse school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions

**PHYSICAL REQUIREMENTS:**

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 30 pounds, occasionally 30+ pounds; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information, in person or on the telephone, and make presentations.

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

Legislative File	
File ID Number:	21-1653
Introduction Date:	6/23/21
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	os



OAKLAND UNIFIED  
SCHOOL DISTRICT

**Position Description**

<b>TITLE:</b>	<b>ECE Family Navigator</b>	<b>REPORTS TO:</b>	<b>Assigned Supervisor</b>
<b>DEPARTMENT:</b>	<b>Early Childhood Education</b>	<b>CLASSIFICATION:</b>	<b>Classified</b>
<b>FLSA:</b>	<b>Non-Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 days/7.5 hours or duty days and hours as assigned</b>
<b>ISSUED:</b>	<b>Created: June 2021</b>	<b>SALARY GRADE:</b>	<b>WTCL 47</b>

**BASIC FUNCTION:** Provide a family-friendly enrollment process to preschool and elementary in collaboration with the principal/CDC Site Administrators, educators, families, parent organizations, business/community partners, and other staff. Support implementation of P12 systems of transition, enrollment for school readiness.

**REPRESENTATIVE DUTIES:** Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.

**ESSENTIAL FUNCTIONS:**

Serve as a liaison between the families and collaborators from the school, community, educators, school district, and social agencies committed to the welfare of the students.

Develop strength-based relationships and open communication with parents/families.

Promote and publicize district outreach, open house events, and relevant activities.

Participate in and support district activities and programs for families such as outreach, open house, workshops, meeting, community events, and to families navigate OUSD school system

Collaborate closely with principals, parent liaison and school secretaries on ECE activities planned.

Provide individualized consultation and assess each family's needs for child care and related resources, including subsidized child care and care for children with special needs

Assemble, compile and distribute information pertinent to families such as community resource information, programs or legislation as requested.

Facilitate outreach to low income communities, community leaders, and organizations for the development of resources and building partnerships with community members.

Provide appropriate referrals and advocacy for parents and families as needed, and progress monitor measured outcome of services provided for supporting parents and families in meeting their goals.

Coordinate with community partners and families to identify resources for families in the community, and provides up-to-date referral information on community resources

Aid family in completing appropriate applications and forms to support successful enrollment

Support in a seamless enrollment process to preschool and elementary.

Ensure the enrollment process and files meet the compliance and regulatory requirements for Alameda County Pilot/Title 5 and for Community Licensing, Title 22 requirements, and other CDE management bulletins.

Maintain integrity and confidentiality of family and student eligibility records.

Coordinate with community partners to create a seamless transition and referral system for resource families seeking immediate access to child care, where needed.

Involve parents/families in evaluation of parent meetings, workshops and surveys parents/families and school personnel to determine effectiveness of the programs.

Translate or arrange for translation for non-English speaking families.

Assist with the implementation of universal screening utilizing the Ages and Stages.

Maintain various printed/published and electronic documents and/or records (e.g., program participation, contact sheets, agency referrals) for reporting required data, information, and/or documentation.

Prepare various written materials (e.g., newsletters, reports, logs, memos, handouts) for the documenting activities, providing written reference, and/or conveying information.

Provide excellent customer service in a culturally, ethnic and linguistically appropriate way that empowers and supports each family and their individual needs.

Attend and participate in training, professional development and meetings as requested.

Provide data for various reports (e.g., program participation, activity) for meeting program, district, state and federal requirements.

Respond to inquiries from various sources (e.g., parents, community agencies, auditors, students) for providing information, guidance, and/or technical assistance.

Maintain program related records including sign-in sheets, parent demographic forms and workshop evaluations.

Understand historical inequities in the Oakland community and amongst cultural groups.

Perform related duties as assigned.

### **QUALIFICATIONS:**

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

### **KNOWLEDGE OF:**

Individual and community health and social problems encountered by the local population as they relate to preschool and school age children, enrollment in the school system and class attendance by students

Opportunities for professional development relating to parent involvement, engagement, and leadership in order to gain new knowledge and skills.

School objectives, programs and requirements.

Community service agencies and resources.

Culturally, ethnic, and linguistically relevant and relationship based strategies for family engagement

### **ABILITY TO:**

Travel to and from locations

Express complex ideas with clarity and precision in written documents

Maintain strong interpersonal and organizational skills

Handle multiple tasks simultaneously



Make effective public presentations of program information

Identify and relate effectively to individual and family cultural and sociological differences as they exist in the local population through a strength-based asset lens

Prepare clear, sound, accurate and informative reports

Maintain needed records and files

Communicate successfully with teachers, families, administrators, and students

Schedule parenting events and support meetings

Assist with conducting parent satisfaction surveys

Attend ECE activities including periodic evening and weekend events

To write and speak clearly

Computer literate in excel, PowerPoint, word, google voice, zoom, and relevant applications

**PREREQUISITES:**

Bachelor Degree or its equivalent required (2 years of similar and relevant work level experience = 1 year of college) with coursework in social services or related field. A combination of experience and education may be used to meet the Bachelor Degree requirement; however, the work experience years used to qualify for the Bachelor Degree requirement cannot be used to meet the work requirement.

Two (2) years of work experience in the areas of social services or education

2-4 years of experience working in parent education, parent advocacy programs involvement programs

Second language ability preferred

Experience in collaborative leadership

Valid First Aid and CPR certificates or must be obtained within sixty (60) days from date of hire

Valid California Driver's License, if applicable

**PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

**WORKING CONDITIONS**

**ENVIRONMENT:**

Indoor office and diverse school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions; exposure to a variety of childhood and adult diseases and illnesses; occasional exposure to a variety of weather conditions

**PHYSICAL REQUIREMENTS:**

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 30 pounds, occasionally 30+ pounds; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information, in person or on the telephone, walk over uneven ground.

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

Legislative File	
File ID Number:	21-1653
Introduction Date:	6/23/21
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	OS



# OAKLAND UNIFIED SCHOOL DISTRICT

## Position Description

<b>TITLE:</b>	<b>Analyst, Payroll</b>	<b>REPORTS TO:</b>	<b>Assigned Supervisor</b>
<b>DEPARTMENT:</b>	<b>As Assigned</b>	<b>CLASSIFICATION:</b>	<b>Classified</b>
<b>FLSA:</b>	<b>Non-Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 Days/7.5 Hours or duty days and hours as assigned</b>
<b>ISSUED:</b>	<b>Created: June 2021</b>	<b>SALARY GRADE:</b>	<b>WTCL 53</b>

**BASIC FUNCTION:** Under general supervision, coordinate and perform complex technical and diversified tasks related to preparation and processing of certificated and classified payrolls, personnel transaction documents, interpretation and application of salary schedules, maintenance of payroll records; performs related duties as required.

**REPRESENTATIVE DUTIES:** Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.

### ESSENTIAL FUNCTIONS:

Process contracts, new hires, terminations, verify retirement set up, validate appropriate screens are set up and accurate information is populated on the screens.

Provide technical direction to Payroll Technicians to ensure correct application of regulations, laws, guidelines and collective bargaining contracts.

Verify monthly retirement reconciles and balances with monthly payrolls.

Work with the Director of Payroll and Technology Department to ensure any payroll related setup items not coming across accurately through the payroll or reports are corrected.

Coordinate the running of payrolls; run and verify all of payroll edits to ensure no problems occur when payroll is actually runs; audit trial payroll reports.

Run payroll and distribute reports.

Coordinate issuance of voluntary deductions warrants sent to outside agencies.

Coordinate and submit tax documentation once approved by the Director of Payroll; request the necessary ACH transfers to ensure the taxes are paid timely and accurately.

Audit payroll pre-lists; provide edits/corrections to Payroll Technicians for processing.

Work with various departments on providing data needed to ensure deductions and contributions are timely and accurate.

Liaison between Technology and Talent Departments regarding data processing system enhancements, revisions and updates.

Calculate, request and clear revolving cash checks for the Payroll Department.

Work with Director of Payroll and employees on salary overpayment adjustments and repayment schedules.

Coordinate and run any special payrolls such as Retro payments or settlements.

Develop computer-generated reports; provide statistical analysis of payroll data.

Analyze and interpret County, State and Federal regulations and procedures in addition to other laws, and regulations to ensure Payroll meets legal, federal, state and county auditing requirements.

Attend District and County meetings and stay updated on relevant and pertinent information to keep current on Payroll laws, regulations and requirements.

Perform related duties as assigned.

**QUALIFICATIONS:**

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

**KNOWLEDGE OF:**

Accounting principles, procedures and terminology

General office practices and procedures

English usage, grammar, punctuation and composition

Automated human resources/payroll computer systems

PERS/STRS rules and regulations

Federal and state income tax laws and regulations

Personal computer literate

**ABILITY TO:**

Learn, interpret and apply personnel and payroll policies, laws, regulations, state education code and collective bargaining contracts

Follow complex verbal and written instructions with a minimum of direction

Explain procedures clearly and accurately and communicate verbally in situations requiring tact, diplomacy and discretion

Learn data processing procedures and their application to human resources and payroll functions

Review and revise the automated human resources and payroll systems under the direction of the Director of Payroll

Analyze problems and develop effective solutions

Establish and maintain effective working relationships with administrators, staff and other agencies

**PREREQUISITES:**

Bachelor Degree or its equivalency required (2 years of similar and relevant work level experience = 1 year of college) plus courses in accounting, business procedures, algebra, math, statistics or related subjects. A combination of experience and education may be used to meet the Bachelor Degree requirement; however, the work experience years used to qualify for the Bachelor Degree requirement cannot be used to meet the work requirement.

Three (3) years of relevant experience in a high volume Payroll Department in a medium to large organization

School District experience preferred, but not required

Valid California Driver's License, if applicable

**PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

**WORKING CONDITIONS**

**ENVIRONMENT:**

Office and diverse school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions

**PHYSICAL REQUIREMENTS:**

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 50 pounds, occasionally 50+ pounds; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information, in person or on the telephone, and make presentations.

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

<b>Legislative File</b>	
File ID Number:	21-1653
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Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

**Position Description**

<b>TITLE:</b>	<b>Business Manager – HRSS / Senior</b>	<b>REPORTS TO:</b>	<b>As Assigned</b>
<b>DEPARTMENT:</b>	<b>Human Resources Services and Support (HRSS)</b>	<b>CLASSIFICATION:</b>	<b>Classified Management Confidential</b>
<b>FLSA:</b>	<b>Exempt</b>	<b>WORK YEAR/HOURS</b>	<b>261 days/7.5 hours</b>
<b>ISSUED:</b>	<b>Created: April 2008 Revised: May 2013 Revised: June 2021</b>	<b>SALARY GRADE:</b>	<b>CFCA 20</b>

**BASIC FUNCTION:** Perform a variety of complex, diverse, technical, supervisory, and administrative duties involving access to confidential information concerning employer-employee relations; and assume primary responsibility for implementing designated activities and operations of the department. Maintain confidentiality of all personnel matters; some duties will involve access to confidential information concerning employer-employee relations.

**REPRESENTATIVE DUTIES:** (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements).

**ESSENTIAL FUNCTIONS**

Perform highly responsible and complex administrative and office functions requiring an advanced level of proficiency, initiative, organizational skills, technical and problem solving skills, and independent judgment; assume primary responsibility for implementing designated activities and operations of the department.

Support and/or plan Departmental staff meetings arranging meetings and conferences; attend and record minutes of meetings as required

Manage email, flagging items which need immediate attention; provide responses on behalf of the team to routine inquiries and non-sensitive issues, route emails for follow up action to relevant HRSS staff.

Serve as department liaison for all personnel matters submitted to the Board of Education, maintain Board submission calendar and ensure Board items are submitted on time; inform Human Resources Executive Officer of Board submission delays and concerns.

Identify, plan and implement office administrative procedures and policies in conjunction with the Chief Talent Officer to ensure smooth operation of the HRSS office.

Complete primary assignments for the Human Resources Chief Talent Officer where knowledge, excellent judgment and discretion are critical.

Support and respond to complaints and emergencies on behalf of the Talent team where appropriate; process administrative details not requiring the immediate attention of the administrator. Independently compose correspondence on behalf of department and/or Chief Talent Officer and monitor flow of department correspondence.

Research and facilitate routine inquiries and refer inquiries to appropriate sources and/or department for consideration and action; maintain the confidentiality of sensitive information; ensure timely responses as necessary.

Utilize personal and network computers for advanced word processing, departmental budget management, database management and systems applications.

Participate as part of the leadership team in coordinating, analyzing and organizing office administrative operations and activities such as word processing, bookkeeping, monitoring Department budgets, and processing invoices for payment, preparation of timesheets, supplies requisition and purchasing, filing, and other clerical activities; bear primary responsibility for administering department petty cash.

Research, gather, compile, summarize, prepare, and distribute information and materials requiring considerable interpretative judgment for reports, Board agenda items, legal documents, and other administrative matters.

Produce promotional materials profiling and summarizing the work of HRSS and its various component departments.

Interact regularly with employees, District candidates, community members and representatives of external and internal organizations.

Represent the District in a positive manner, and maintain positive and level-headed composure at all times.

Work collaboratively with other District staff and departments to achieve the goals and objectives of HRSS and the District.

Disseminate training information from outside agencies to ensure staff is aware of professional development opportunities on a continual basis.

Coordinate, manage and produce agendas and materials for regularly scheduled department meetings.

Perform related duties as assigned.

### **Senior Business Manager, HRSS (CFCA 20)**

The Senior Business Manager, HRSS performs duties as assigned from the Business Manager, HRSS duties above and act as the Senior Executive Assistant to the Chief Talent Officer. These duties include:

Act as confidential executive assistant to the Chief Talent Officer, relieving the Chief Talent Officer of a wide variety of technical and administrative detail by performing independent and highly responsible administrative and staff duties in activities which support the District's educational goals, programs and objectives.

Assist Chief Talent Officer in editing written communications; create multimedia presentations; independently compose, prepare, and assemble materials such as communication updates and summary reports, including the Talent goals; research topics; collect and compile statistics, financial, legislative, and other diverse and specialized data.

Conduct research, analyze data, and prepare and maintain a variety of complex confidential and non-confidential statistical reports, records, and files for accurate and comprehensive data necessary for effective decision-making by the Chief Talent Officer and other senior management within the Division.

Coordinate the Superintendent's Senior Executive Office Assistant; schedule appointments and meetings; facilitate logistical arrangements for large scale events as needed.

Attend and record proceedings from confidential and sensitive official and unofficial meetings as directed by the Chief Talent Officer; including Administrative Leave, disciplinary actions and other confidential actions that are handled by the Chief Talent Officer, or designee.

Advise the Chief Talent Officer on District policies, procedures and regulations including implications and issues; articulate District policy and procedures and convey information regarding District programs and functions; make decisions on procedural matters within the scope of the position's responsibility.

Ensure the Chief Talent Officer is fully prepared for all official and unofficial proceedings with up-to-date information and background data, complete agendas and documentation, accurate schedules, including a Chief Talent Officer priority brief for all meetings.

Serve as liaison to senior management on policy information.

Manage and supervise the coordination of Board agendas, minutes, follow-up correspondence, reports, and memoranda of actions taken by Talent; work closely with Board office and maintain calendar of regular Board meetings and submission deadlines for the Talent Division.

Provide leadership and act as a resource person to site and District office assistants and support clerical staff; relay concerns, and initiate follow-up.

Transmit confidential, controversial, or sensitive information involving contacts with a wide variety of individuals, including the District's legislative and legal representatives, and the media.

Effectively communicate with the Superintendent, Senior Leadership Team, Board members, senior management administrators, staff, and members of the public to coordinate activities, resolve issues, and convey, gather and/or exchange information.

Respond to parent and/or community inquiries; work with schools and departments to resolve concerns of parents and community of a routine nature that are directed to the Chief Talent Officer.

Arrange registration and travel arrangements for the Chief Talent Officer for meetings, conferences, and conventions.

**MINIMUM QUALIFICATIONS:**

**EDUCATION, EXPERIENCE, LICENSES, AND OTHER REQUIREMENTS:** Any combination of education, training and/or experience equivalent to a Bachelor's degree with a major in personnel, public or business administration, or a related field, and three years experience in a personnel or labor relations function.

Experience directly supporting executive level officer preferred

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license

Employment eligibility will include fingerprints, Tuberculosis test and/or other employment clearance

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

Sound HR personnel practices and procedures

Complex, diverse, technical methods of District and Department operations

Procedures, methods, techniques, and strategies utilized in managing processes and procedures for a major District Department

Employer-employee relations and bargaining unit agreements

Correct English usage, grammar, spelling and punctuation

Computer and other office equipment

District policies, State Education Codes, and other laws, rules and regulations related to assigned duties

Budget management, database management and systems applications

Public relations techniques

Financial record-keeping, procedures, policies and regulations

Composition of correspondence and reports using good English and correct grammar, punctuation and spelling

Formulation, interpretation and explanation of rules, policies and procedures

**ABILITY TO:**

Schedule and coordinate a number of activities, meetings, and/or events, often under pressure and requiring multi-tasking

Routinely gather, collate, and/or classify data

Produce well-written, grammatically correct, accessible and well-crafted correspondence, reports, and summaries

Work with data utilizing defined but different processes

Utilize basic, job-related equipment

Operate standard office equipment including pertinent software applications

Operate equipment using standardized methods

Perform multiple, non-technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions

Work under limited supervision following standardized practices and/or methods

Plan and manage projects

Prepare and maintain accurate records

Track budget expenditures

Read technical information, compose a variety of documents, and/or facilitate group discussions

Analyze situations to define issues and draw conclusions

Analyze issues and create action plans

Independently work with others in a wide variety of circumstances

Work with a diversity of individuals and/or groups

Establish and maintain effective working relationships

Work as part of a team

Use resources from other work units

Independently interpret guidelines

Problem solve moderately difficult issues with equipment

Communicate with diverse groups displaying tact and courtesy

Maintain confidentiality

Set priorities

Be attentive to detail



Work with frequent interruptions

**WORKING CONDITIONS:  
ENVIRONMENT:**

Office environment; fast-paced work, constant interruptions, need to manage ambiguity and make decisions under demanding conditions.

**PHYSICAL REQUIREMENTS:**

Hearing and speaking to exchange information; seeing to read, prepare, and proofread documents; sitting for extended periods of time; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects.

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

Legislative File	
File ID Number:	21-1653
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By:	os



OAKLAND UNIFIED  
SCHOOL DISTRICT

**Position Description**

<b>TITLE:</b>	<b>Director of Good Food Manufacturing and Production</b>	<b>REPORTS TO:</b>	<b>Executive Director of Nutrition Services</b>
<b>DEPARTMENT:</b>	<b>Nutrition Services</b>	<b>CLASSIFICATION:</b>	<b>Classified Management</b>
<b>FLSA:</b>	<b>Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 days / 7.5 hours or duty days or hours as assigned</b>
<b>ISSUED:</b>	<b>Created: June 2021</b>	<b>SALARY GRADE:</b>	<b>ADCL 19</b>

**BASIC FUNCTION:** Build and maintain a high-performance team, manage operations, and staff at the Food Production Facility at the Center. The Director of Good Food Manufacturing will lead the operation and development of the manufacturing facility and ensure business targets are met or exceeded. The Director of Good Food Manufacturing will also ensure best practices are followed in all areas of the business - finance, employee safety, food safety and health.

**REPRESENTATIVE DUTIES:** Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.

**ESSENTIAL FUNCTIONS:**

Develop, plan and implement strategic long term and short term plans and activities; monitor and evaluate the efficiency and effectiveness of operations and procedures; identify opportunities for improvement and make changes appropriate to ensure smooth and effective operations of the manufacturing facility.

Create and execute business plans to grow production outside of OUSD and make the manufacturing facility self-sustaining financially by growing business and developing contracts with outside organizations.

Lead the warehouse, production, facilities, and sanitation teams at the manufacturing facility on West Street to execute menus and deliver production commitments of prepared food to satellite and hybrid kitchens in OUSD.

Collaborate with OUSD Transportation Department and school site staff to ensure safe and timely delivery of meals to OUSD satellite, hybrid and cooking kitchens at school sites.

Plan and manage food preparation tasks, review and approve planned production menus and schedule; ensure all cooked food, prepared or from scratch for student nutrition programs meet the mandated nutritional needs, quality standards and food safety requirements.

Operate and train staff on high volume cook chill systems including kettles, sous vide, rotary ovens, pump fill machines, tilt skillets, convection ovens, standard ranges, mixers, blast chillers, and other commercial kitchen equipment, and be able to understand the operation of large heating and cooling equipment to maintain efficiency of large scale cooking operations.

Select, train, supervise and evaluate staff; hold direct reports accountable for results; create metrics to gauge performance of direct reports; direct, train and motivate assigned staff to meet organizational goals and exceed performance standards.

Ensure personal safety, food safety, and quality protocols are followed.

Lead the team to acquire and maintain safety certifications including but not limited to HACCP, Occupational Safety, and Material Safety Usage.

Provide leadership, supervision, training, guidance, and support for a manufacturing operation.

Provide technical expertise regarding assigned functions; formulate and develop effective policies and procedures to accomplish stated goals.

Provide cross-training to other staff members and within the department.

Provide monthly key performance indicator reports on manufacturing and safety metrics.

Remain current on legislation and policies affecting food preparation and state/federal meal programming.

Ensure lean manufacturing best practices are understood and followed in operations, maintenance, warehousing, and facilities.

Ensure systematic planning and control of all operational management activities.

Monitor key performance indicators against goals to ensure that progress is being made, and that corrective action is taken if necessary.

Control and minimize manufacturing inventory, maintenance, distribution, and other overheads.

Develop and use cost controls with an emphasis on measurement, the achievement of budget and continued cost effectiveness.

Create and maintain key business processes which drive efficient execution: scheduling, schedule attainment, and inventory management.

Support other areas of central production kitchen activity during heavy demand.

Ensure an effective communication system is in place, which should include team briefings and weekly management meetings.

Report and manage equipment needs and malfunctions to ensure timely repair and maintenance schedules are followed.

Follow established standard operating procedures (SOPs), maintain all food quality standards, adhere to recipes, portion control, and food safety and sanitation standards and Hazard Analysis Critical Control Point (HACCP) procedures.

Ensure compliance with all OUSD, U.S. Department of Agriculture, State of California Departments of Education and Health, Child Nutrition program, and Occupational Safety and Health Administration (OSHA) procedures, policies and standards.

Perform work within scope of authority and training, and in compliance with OUSD policies and quality standards.

Demonstrate courteous and cooperative behavior when interacting with students, clients, visitors, and OUSD staff; act in a manner that promotes a harmonious and effective workplace environment.

Promote the Superintendent's goals and priorities in compliance with all policies and procedures.

Maintain absolute confidentiality of work-related issues, records and OUSD information.

Perform other related duties as required.

### **QUALIFICATIONS:**

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

**KNOWLEDGE OF:**

Federal, state and local codes and regulations governing food handling and public nutrition services  
Lean Six Sigma, complex institutional food preparation equipment, techniques, and practices  
Institutional cooking methods and procedures  
Safety and sanitation practices for food preparation, distribution and storage, and HACCP procedures  
Methods, materials, and practices of high volume food preparation  
Personal sanitation and hygiene regulations  
Principles of record keeping and records management  
Principles and practices of effective customer service  
Environmentally responsible and resource-efficient food preparation  
Diversity, sensitivity and competence with regard to issues of race, learning or other ability, ethnicity, culture, religion, gender, socio-economic group, sexuality or other orientations or cultural markers  
Correct English usage, grammar, spelling, vocabulary and punctuation

**ABILITY TO:**

Serve as a liaison with other functional departments such as Compliance, Human Resources, Accounting, Distribution, Purchasing, Nutrition and Wellness, Risk Management and Field Operations  
Oversee and direct the training and development of managers and production team.  
Operate complex food preparation equipment and all standard commercial kitchen equipment and tools safely and efficiently  
Operate computerized cooking and chilling equipment utilizing standard and specialized hardware and software  
Assess and prioritize multiple tasks and demands and work with frequent interruptions  
Read, follow and scale recipes and follow established SOPs  
Perform general math calculations, and inventory and records management tasks, ability to use back of house computerized Enterprise Resource System, proficient in use of Excel and Word Documents  
Review operations, identify potential food safety hazards, and verify OUSD compliance with Local, State and Federal regulations  
Follow verbal and written instructions and procedures  
Establish and maintain effective working relationships with co-workers and clients  
Promote and enforce safe work practices, and report unsafe work environments and practices  
Communicate effectively verbally and in writing  
Communicate, interact and work effectively and cooperatively with people of diverse ethnic and educational backgrounds  
Work independently and/or with a team of other people

**PREREQUISITES:**

Bachelor's Degree in Business Administration, Management, Engineering, Culinary Arts or Industrial Technology or a related field

A minimum of 3 years' experience in leadership experience in a large-scale public or private institution engaged in food preparation, distribution and service with multiple locations is required

Minimum of 5 plus years' management experience in the food manufacturing industry required

The ideal candidate will have a solid background in plant or manufacturing management in a food environment combined with strong leadership and collaboration skills and solid technical knowledge in food production and industrial safety

Lean Manufacturing/Six Sigma experience and/or certification preferred

Valid Servsafe Food Safety Certificate

Valid California Driver's License

**PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance.

**WORKING CONDITIONS**

**ENVIRONMENT:**

Commercial Kitchen, food service production warehouse, refrigerated prep rooms, walk-in freezers, walk-in refrigerators, heated/steamed cooking equipment, fast-paced work; constant interruptions.

**PHYSICAL REQUIREMENTS:**

Consistent mental alertness; standing for extended periods of time; moderate physical requirements, with risk of burns and cuts; frequent lifting, carrying, pushing and pulling up to 50 pound containers of food preparation materials and equipment; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information in a loud environment, in person or on the telephone. Able to wear personal protective equipment (PPE) as is required by the operating areas (i.e. safety glasses, protective footwear, hearing protection).

**NON-DISCRIMINATION POLICY:**

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

Legislative File	
File ID Number:	21-1653
Introduction Date:	6/23/21
Enactment Number:	21-1081
Enactment Date:	6/23/2021
By:	os



# OAKLAND UNIFIED SCHOOL DISTRICT

## Position Description

<b>TITLE:</b>	<b>Production Supervisor, Nutrition Services</b>	<b>REPORTS TO:</b>	<b>Director of Good Foods Manufacturing</b>
<b>DEPARTMENT:</b>	<b>Nutrition Services</b>	<b>CLASSIFICATION:</b>	<b>Classified Management</b>
<b>FLSA:</b>	<b>Exempt</b>	<b>WORK YEAR/HOURS:</b>	<b>261 days / 7.5 hours or duty days and hours as assigned</b>
<b>ISSUED:</b>	<b>Created: May 2020 Revised: June 2021</b>	<b>SALARY GRADE:</b>	<b>ADCL 15</b>

**BASIC FUNCTION:** Under direction from the Director of Good Foods Manufacturing, plan, organize and supervise the nutrition services production team at the District’s Food Manufacturing Facility in order to prepare and deliver fresh, finished food products to all district cooking kitchens, satellite kitchens, cafeterias and contract meal sites.

**REPRESENTATIVE DUTIES:** Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.

### ESSENTIAL FUNCTIONS:

Lead all food production and preparation, liaise with Warehouse /Logistics Manager/Field Supervisors to ensure fulfillment of school site orders.

Ensure school site production at hybrid and cooking kitchens is adequate food production chain and establishes districtwide standards at all schools.

Analyze and compare food orders from school units with available historical data, identify questionable orders, and take appropriate action to reconcile potential discrepancies.

Monitor staff completion of all daily production tasks, records, time and temperature logs, and food safety records.

Write daily, weekly, and monthly production schedules using the published cycle menus.

Assure standardized recipes are followed.

Work closely with Good Food Purchasing and Inventory Specialist to order and receive all foods, beverages, and operational supplies, and complete weekly inventories.

Verify all items in their proper quantity are prepared for production lines, ensure proper portioning of all meals, sides and snacks. Monitor and investigate all overages and shortages.

Inspect food preparation, storage and serving areas for cleanliness and organization as well as inventory levels. Ensure all items are properly stored, labeled, and dated.

Practice and enforce all federal, state, and local food service regulations.

Collaborate with supervisors and team members on staff development, food quality and workplace safety.

Participate in the development and implementation of goals, objectives, policies and procedures related to the Nutrition Services Department.

Analyze and develop workplace procedures, schedules and standards.

Set and/or maintain food quality standards, portion control, and food safety and sanitation standards.

Observe and regulate food quality, efficiency of operations, monetary controls and product waste.

Operate a variety of large scale, industrial kitchen equipment utilized in food processing and serving facilities.

Prepare and maintain records related to production levels; submit reports and records of foods, beverages and related supplies and equipment as required.

Prepare a variety of records and reports related to assigned activities including mileage records, employee timesheets, maintenance requests, accident reports, employee evaluations, site reviews and others; utilize automated record keeping software and computers to monitor and maintain records and generate reports.

Prepare written instructions and forms related to production; prepare oral and written reports related to production activities.

Participate in the recruitment, selection, coordination, supervision, training, evaluation and discipline of departmental employees and plan and implement employee training programs.

Ensure District compliance with mandated state and federal regulations.

Assist in the development of policies and administrative guidelines related to assigned areas of responsibility.

Use personal transportation for travel to sites when attendance is required.

Attend any and all required meetings.

Provide cross-training to department personnel.

Perform related duties as assigned.

#### **QUALIFICATIONS:**

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

#### **KNOWLEDGE OF:**

Principles and methods of high volume, high quality food service preparation, serving and storage

Advanced cook-chill systems, standard kitchen equipment, utensils and measurements

Methods of computing food purchasing and production quantities required by daily, weekly and monthly menus

Sanitation, health and safety practices related to preparing, storing, and delivering food and beverages

Record-keeping and report preparation techniques

Effective staff management, evaluation and supervision

Correct English usage, grammar, spelling, punctuation and vocabulary

Applicable federal, state, and District codes, regulations, policies and procedures governing work scope

Inventory methods and systems

Diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of District students and staff

Computer software, hardware, and related technology

#### **ABILITY TO:**

Plan, organize and supervise all production operations at the district's manufacturing facility

Accept and carry out responsibility for direction, control, and planning

Estimate and adjust food quantities and determine proper amounts for economical food service

Operate high volume kitchen equipment, standard cafeteria equipment and appliances

Train, supervise and evaluate personnel

Determine appropriate action within clearly defined guidelines

Observe health and safety regulations

Monitor and review record-keeping and reporting procedures

Communicate effectively both orally and in writing

Read, interpret, apply and explain applicable laws, rules, regulations, policies and procedures

Meet schedules and timelines

Make generalizations, evaluations or decisions without immediate supervision

Maintain records and prepare reports related to assigned activities

Creatively use resources to resolve operational challenges

Build rapport and maintain working relationships with stakeholders at all levels and others of diverse backgrounds, experience, and personalities

Prioritize responsibilities and meet established timelines and deadlines

Operate personal computer, related software, and other office equipment

**PREREQUISITES:**

Bachelor Degree or its equivalent required (2 years of similar and relevant work level experience = 1 year of college) in child nutrition services, institutional food service management, public health or a closely related field. A combination of experience and education may be used to meet the Bachelor Degree requirement; however, the work experience years used to qualify for the Bachelor Degree requirement cannot be used to meet the work requirement.

Four (4) years of supervisory/managerial experience in a large-scale public or private institution directly engaged in food preparation, distribution and service with multiple locations

Culinary training preferred

Valid Servsafe Food Safety Certificate

Valid California Driver's License

**PRE-EMPLOYMENT PROCESS:**

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

**WORKING CONDITIONS**

**ENVIRONMENT:**

Large scale commissary kitchen including cold prep rooms, walk-in coolers and freezers, and dry storage rooms, state of the art cook chill systems, and diverse school site cafeterias; driving a vehicle to conduct work; fast-paced work; constant interruptions

**PHYSICAL REQUIREMENTS:**

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 50 pounds, occasionally 50+ pounds; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information, in person or on the telephone, and make presentations.

**NON-DISCRIMINATION POLICY:**

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