

OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #939

DATE: March 21, 2017

PLACE: **Oak Park High School Presentation Room – G-9**  
899 N. Kanan Road, Oak Park, CA 91377

TIME: **5:00 p.m. Closed Session – G9**  
**6:00 p.m. Open Session – G9**

*The Mission of the Oak Park Unified School District is to provide students with a strong foundation for learning, which meets the challenge of the present and of the future through a balanced education, that includes academic achievement, personal growth and social responsibility.*

**BOARD OF EDUCATION**

**Drew Hazelton, President**

**Derek Ross, Vice President**

**Denise Helfstein, Clerk**

**Barbara Laifman, Member**

**Allen Rosen, Member**

**Meghan Cleary, Student Board Member**



*Educating Compassionate and Creative Global Citizens*

**ADMINISTRATION**

**Dr. Anthony W. Knight, Superintendent**

**Ragini Aggarwal, Executive Assistant**

**Martin Klauss, Assistant Superintendent, Business & Administrative Services**

**Dr. Leslie Heilbron, Assistant Superintendent, Human Resources**

**Dr. Jay Greenlinger, Director Curriculum and Instruction**

**Enoch Kwok, Director, Educational Technology & Information Systems**

**Susan Roberts, Director, Pupil Services**

**Cliff Moore, Consultant**

**COPY OF ENTIRE AGENDA ON WEB SITE**

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INDIVIDUALS WHO REQUIRE SPECIAL ACCOMMODATION TO PARTICIPATE IN A BOARD MEETING, INCLUDING BUT NOT LIMITED TO AN AMERICAN SIGN LANGUAGE INTERPRETER, ACCESSIBLE SEATING OR DOCUMENTATION IN ACCESSIBLE FORMATS, SHOULD CONTACT THE SUPERINTENDENT'S OFFICE 72 HOURS PRIOR TO THE MEETING TO ENABLE THE DISTRICT TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCOMODATION AND ACCESSIBILITY TO THIS MEETING. PHONE (818) 735-3206 OR FAX (818) 879-0372 or e-mail: [raggarwal@opusd.org](mailto:raggarwal@opusd.org)

Welcome to a meeting of the Oak Park Unified School District Board of Education. Routine items are placed under the Consent Calendar and are approved by a single vote of the Board. When the agenda is adopted, a member of the Board may pull an item from the Consent Calendar and transfer the item to an appropriate place on the agenda for discussion.

The President of the Board shall inquire if there is anyone in the audience who desires to address the board with respect to any items appearing on the closed session agenda, regular session agenda, or on any issue within the subject matter jurisdiction of the Governing Board. The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, Executive Assistant, prior to the beginning of the meeting. All comments for either agenda items or non-agenda items must be limited to three minutes or less. In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

Your comments are greatly appreciated. However, the Board cannot enter into a formal discussion at this time, nor can a decision be made. Matters warranting discussion will be placed on a future agenda. The information on the speaker card is voluntary but will assist the Board President in conducting the meeting. Thank you for your cooperation and compliance with these guidelines

*All Board Actions and Discussion are electronically recorded and maintained for thirty days.  
Interested parties may review the recording upon request.*

*Agenda and supporting documents are available for review prior to the meeting at the District  
Office located at 5801 Conifer Street, Oak Park, CA 91377*

**NEXT REGULAR MEETING**

**Tuesday, April 18, 2017**

**Closed Session at 5:00 p.m.      Open Session at 6:00 p.m.**

**Oak Park High School, Presentation Room, G9**

**AGENDA IS POSTED AT THE FOLLOWING LOCATIONS IN OAK PARK:**

District Office, 5801 East Conifer St.

Brookside Elementary School, 165 N. Satinwood Ave.

Oak Hills Elementary School, 1010 N. Kanan Rd.

Red Oak Elementary School, 4857 Rockfield St.

Medea Creek Middle School, 1002 Double Tree Rd

Oak Park High School, 899 N. Kanan Rd.

Oak View High School, 5701 East Conifer St

Oak Park Library, 899 N. Kanan Rd.

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**OAK PARK UNIFIED SCHOOL DISTRICT  
AGENDA – REGULAR BOARD MEETING #939  
March 21, 2017**

**CALL TO ORDER – Followed by Public Comments/5:00 p.m.**

**CLOSED SESSION: 5:00 p.m.**

**OPEN SESSION: 6:00 p.m.**

The Oak Park Unified School District Board of Education will meet in Regular Session at the **Oak Park High School Presentation Room – G-9**, Oak Park, California.

**I. CALL TO ORDER: \_\_\_\_\_ p.m.**

**II. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS**

**III. RECESS TO CLOSED SESSION FOR DISCUSSION AND/OR ACTION ON THE FOLLOWING ITEMS:**

**A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Pursuant to Government Code Section 54957

**B. PUBLIC EMPLOYEE EMPLOYMENT : Instructional Assistants II Sp Ed,  
Custodian Sub, Campus Supervisor Sub, Food Service Sub**

**C. CONFERENCE WITH LABOR NEGOTIATORS:**

Agency designated representatives: Leslie Heilbron and Martin Klauss

Employee organizations: Oak Park Teachers Association and Oak Park Classified Association

**IV: CALL TO ORDER – RECONVENE IN OPEN SESSION AT: \_\_\_\_\_ p.m.**

**A. ROLL CALL**

**B. FLAG SALUTE**

**C. REPORT OF CLOSED SESSION ACTIONS TAKEN**

**D. ADOPTION OF AGENDA**

**V. PUBLIC SPEAKERS: SPEAKERS ON AGENDA AND NON-AGENDA ITEMS**

**VI. OPEN COMMUNICATIONS/PRESENTATIONS**

**A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS**

1. Presentation to Oak Park High School Girls Volleyball Team – Coastal Canyon League Champions
2. Presentation of Certificates of Recognition to OPHS Boys Basketball Team - – Coastal Canyon League Champions
3. Presentation of Certificates of Recognition to Oak Park High School Students Sumedha Attanti and Madeleine Phillips 2017 NCWIT Aspirations in Computing award recipients

4. Presentation of Robotics Grant by College of the Canyons
5. Remarks from Board Members
6. Remarks from Student Board Member
7. Remarks from Superintendent
8. Report from School Site Councils
9. Report from Oak Park Education Foundation
10. Report from Oak Park Municipal Advisory Committee
11. Discussion and Updates on District of Choice

**B. BUSINESS SESSION:**

**1. CONSENT AGENDA**

*Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.*

*At the request of any member of the Board, any item on the Consent Agenda shall be removed and given individual consideration for action as a regular agenda item.*

- a. [Approve Minutes of Regular Board Meeting February 21, 2017](#)
- b. [Public Employee/Employment Changes 01CL23349-01CL23358 & 01CE08195-01CE08219](#)
- c. [Approve Purchase Orders – February 1-28, 2017](#)  
*Board Policy 3300 requires Board approval of Purchase Orders*
- d. [Approve Overnight Trip for Oak Park Unified School District Odyssey of the Mind Teams to Attend State Competition – March 24-25, 2017](#)  
*Board Policy 6153 requires Board approval for student overnight trips*
- e. [Approve Overnight Trip for Oak Park High School Future Business Leaders of America \(FBLA\) Leadership Summit – April 6-9, 2017](#)  
*Board Policy 6153 requires Board approval for student overnight trips*
- f. [Approve Notice of Completion, Project 16-07F, Construction of School Garden at Medea Creek Middle School](#)  
*Board approval required for Notice of Completion*

**ACTION**

**2. BUSINESS SERVICES**

- a. [Approve Adoption of Resolution #17-10, Participation in CSBA California School Cash Reserve Program](#)  
*Board approval required to approve Resolution to participate in TRAN*
- b. [Approve Renewal of Joint-Use Agreement with Rancho Simi Recreation and Park District for 2017-2020](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- c. [Approve Certification of 2016-17 Second Interim Financial Report and Budget Revisions](#)  
*Board approval required for Certification of Second Interim Budget Revisions*
- d. [Approve 2016-17 Safe School Plans](#)  
*Board approval required annually for Safe School Plans*
- e. [Approve Agreement for Measure S Architectural Services](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- f. [Approve Change Order No. 1, Project 17-01S, Districtwide Solar Installation](#)  
*Board approval required for change orders*

- g. [Approve Agreement for Testing and Inspection Services – Project 17-01S, Districtwide Solar Installation](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- h. [Approve Agreement for DSA Inspector of Record Services – Project 17-01S, Districtwide Solar Installation](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- i. [Approve Measure R Construction Contracts, Project 14-16R, Districtwide School Signage – Oak Park Independent and Oak View High Schools, and District Administrative Office](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- j. [Approve Modifications to the Facility Use Agreement with Westlake-Agoura Girls Softball Association](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- k. [Approve Measure R Construction Contract, Project 17-04R, Emergency Sidewalk Repairs at Brookside Elementary School](#)  
*Board approval required for purchases made from Measure R Bond Fund*
- l. [Ratify Measure R Construction Contract, Project 17-05R, Emergency Sidewalk Repairs at Oak Hills Elementary School](#)  
*Board approval required for purchases made from Measure R Bond Fund*
- m. [Approve Measure C6 Bond Fund Equipment Purchase – Districtwide Emergency Radio System Upgrades](#)  
*Board approval required for purchases made from Measure C6 Bond Fund*
- n. [Approve Donations](#)  
*Board approval required for donations*

### 3. PUPIL SERVICES

- a. [Approve Contract for Non-Public School Services for Special Education Student #13-16/17 - \\$13,503.20](#)  
*Board Policy 3312 requires Board approval for contracts for services*
- b. [Approve Contract for Non-Public School for Special Education Student #14-16/17 - \\$11,400.00](#)  
*Board Policy 3312 requires Board approval for contracts for services*

### 4. CURRICULUM

- a. [Approve New Course for Oak Park High School – Aerospace Engineering](#)  
*Board approval required for changes to programs*
- b. [Approve 2016-17 Single Plans for Student Achievement](#)  
*Board approval required for Single Plans for Student Achievement*
- c. [Approve 2015-2016 School Accountability Report Cards \(SARCs\)](#)  
*Board approval required for 2015-2016 School Accountability Report Cards*

### 5. BOARD POLICIES

- a. [Approve Amendment to Board Bylaw 9240 – Board Training - Second Reading](#)  
*Board Bylaw retitled and updated to address the purposes and importance of board training, recommended topics of training for new and first-term board members, and the district's process for selecting board training activities. The bylaw also reinforces the prohibition against a majority of the board members discussing district business of a specific nature while attending a conference or similar public gathering.*

**b. Adopt New Administrative Regulation AR 3311.2 – Lease-Leaseback Contracts – First Reading**

*New administrative regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for awarding lease-leaseback contracts. Material significantly revised to reflect NEW LAW (AB 2316, 2016) which no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process.*

**c. Adopt New Administrative Regulation AR 3311.3 – Design-Build Contracts – First Reading**

*New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for awarding design-build contracts. Minor editorial changes made to clarify the process and more directly reflect law.*

**d. Adopt New Administrative Regulation AR 3311.4 – Procurement of Technological Equipment – First Reading**

*New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for the "competitive negotiation" process authorized for procurement of computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus.*

**e. Approve Amendment to Board Policy BP 5111 – Admission – First Reading**

*Board Policy revised to add language to allow all children equal access to education, regardless of immigration status*

**f. Approve Amendment to Board Policy and Administrative Regulation BP/AR 5111.1 – District Residency – First Reading**

*Policy Updated to add language to allow all children equal access to education, regardless of immigration status. Administrative Regulation updated to reflect NEW LAW (SB 1455, 2016) which establishes residency within the district for enrollment purposes to students whose parent/guardian is transferred or pending transfer into a military installation within district boundaries. Policy also reflects NEW LAW (AB 2537, 2016) which indefinitely extends district authority to grant Allen Bill transfers for students whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week.*

## **VII INFORMATION ITEMS**

- 1. Monthly Enrollment and Attendance Report**
- 2. Monthly Cash Flow Report**
- 3. UCP Complaint #1 – Failure to calculate “Chronic absenteeism rate” per EC 52060 (d)(5)(B)**
- 4. UCP Complaint #2 – Failure to review, assess and specify actions per EC 52061(2)**

## **VIII. OPEN DISCUSSION**

## **IX. ADJOURNMENT:**

There being no further business before this Board, the meeting is declare adjourned at \_\_\_\_ p.m.

## **X. SCHOOL REPORTS/SCHOOL SITE COUNCIL REPORTS**

- 1. Brookside Elementary School Report**
- 2. Oak Hills Elementary School Report**
- 3. Red Oak Elementary School Report**
- 4. Medea Creek Middle School Report**
- 5. Oak Park High School Report**
- 6. Oak View High School/Oak Park Independent School**
- 7. Oak Park Neighborhood School**

**MINUTES OF REGULAR BOARD MEETING      2-21-17      #938**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the regular meeting to order at 5:02 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

Mr. Drew Hazelton, President, Mr. Derek Ross, Vice President, Ms. Denise Helfstein, Clerk, Ms. Barbara Laifman, Member, and Mr. Allen Rosen, Member

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

Board President Drew Hazelton reported that in Closed Session the Board would be discussing:

- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE EMPLOYMENT: Student Worker – Food Service, Health Tech Sub, Campus Supervisor Sub, Custodial Subs, Instructional Assistant 1 Reading, Instructional Assistant II Special Ed, Instructional Assistant II Special Ed Sub, Instructional Assistant II Special Ed Sub – Temp, Instructional Assistants III Behavior, Guest Teachers, Interim Principal, Construction Manager
- CONFERENCE WITH LABOR NEGOTIATORS:  
Agency designated representatives: Leslie Heilbron and Martin Klauss  
Employee organizations: Oak Park Teachers Association and Oak Park Classified Association

On motion of Derek Ross, seconded by Denise Helfstein the Board of Education adjourned to closed session at 5:04 pm. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the regular meeting to order at 6:31 p.m. at the Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

Mr. Drew Hazelton, President, Mr. Derek Ross, Vice President, Ms. Denise Helfstein, Clerk, Ms. Barbara Laifman, Member, Mr. Allen Rosen, Member, and Meghan Cleary, Student Board Member.

**BOARD ABSENT**

NONE

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Martin Klauss, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Cliff Moore, Consultant, and Mrs. Ragini Aggarwal, Executive Assistant.

**FLAG SALUTE**

Kevin Buchanan led the Pledge of Allegiance to the Flag.

## **REPORT ON CLOSED SESSION**

Dr. Knight reported that in closed session the Board took no action.

## **ADOPTION OF AGENDA**

On motion of Derek Ross, seconded by Denise Helfstein the Board of Education adopted the agenda as presented. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0.

## **PUBLIC SPEAKERS**

None

## **PRESENTATIONS**

The Board recognized the Oak Park High School Academic Decathlon Team and their Coaches on their great showing and their qualification for state at the Ventura County Academic Decathlon competition. The Board presented the Partners in Education Award to Brenna Gutell for her outstanding volunteer contributions to the district.

## **REPORT FROM BOARD MEMBERS**

Board Member Barbara Laifman reported that she attended the DELAC meeting, Super Saturday, and the Community Outreach Committee meeting. Barbara reported that there is a hike planned for March 5<sup>th</sup> in honor of Women's history month. She also reported that the EEAC has a new logo and that they have a great speaker scheduled for Earth Week.

Board Member Derek Ross, thanked Brenna for all her great ideas and for her positive energy at the various district committee meetings.

Board Member Denise Helfstein reported that she attended the Gate Meeting and the Neighborhood School meeting with Dr. Knight and Kim Gregorchuk. Denise expressed how saddened she was by the anti-Semitic hate messages that were left within the community, and how proud she was of our District staff and schools for keeping student safety a priority.

Board Member Allen Rosen reported that he attended Super Saturday and the Oak Park MAC meeting. He also reported that the open seats on the Oak Park MAC and Rancho Simi and Park District were filled, and that the MAC was looking at expanding the routes for the Kanan shuttle. In addition, he stated that the MAC was also looking to start Volunteers in Policing for Oak Park in a couple of months. Rosen reported that Jana Orkney is retiring from public life. Rosen also attended the swearing in ceremony of Senator Henry Stern, and was pleased to see the Oak Park Marching Band perform at the event.

Board Member Drew Hazelton reported that he attended Super Saturday and the Safe Kids Task Force meeting.

Student Board Member Meghan Cleary reported that the OPHS ASB held a successful rally, blood drive, and Vice Dance. The ASB members also attended a Leadership conference. Cleary also visited the Middle School ASB to encourage them to be involved and to offer her assistance. Cleary mentioned that she is having difficulty getting students interested in running for the Student Board Member position. In an attempt to boost involvement at the high school she is going to write an article in the Talon newspaper, and film a video for social media.

Superintendent Tony Knight reported that there wasn't much damage done by the recent storm, except for some water damage in the lower lying areas of the district office. None of the schools reported any water



damage to the classrooms. Dr. Knight reported that the Solar project planning is going well, and that the solar proposals will go to DSA for approval on March 2<sup>nd</sup> and 3<sup>rd</sup>. Dr. Knight invited members of the public to attend the Solar project meeting tomorrow evening at 6:30 pm in G9

#### **REPORT FROM SCHOOL SITE COUNCILS**

The Board received School Site Council reports from Oak Park Neighborhood School, Oak Hills Elementary School, Red Oak Elementary School, and Oak Park High School.

#### **REPORT FROM OAK PARK EDUCATION FOUNDATION**

Ryan Rosen reported that the Oak Park Education Foundation was brainstorming ideas for fundraising and was looking for new members. The Education Foundation would be running summer school again this year, the information will be going live on February 28 on their website.

#### **DISTRICT OF CHOICE UPDATE**

Dr. Knight stated that Assembly member Jacqui Irwin has proposed AB 1087 on District of Choice: it is one of four bills related to the extension of the District of Choice program. He feels it is a strong and comprehensive bill. Dr. Knight stated that Oak Park USD would be working with other DOC districts to lobby in favor of the bill.

#### **PRESENTATION ON CALIFORNIA'S NEW ACCOUNTABILITY DASHBOARD**

Dr. Jay Greenlinger presented the new Dashboard accountability program.

#### **B.1. CONSENT AGENDA**

On motion of Allen Rosen seconded by Barbara Laifman, the Board of Education approved the Consent Agenda. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0.

- a. [Approve Minutes of Special Board Meeting January 12, 2017 and Regular Board Meeting January 17, 2017](#)
- b. [Public Employee/Employment Changes 01CL23314-01CL23348 & 01CE08166-01CE08194](#)
- c. [Approve Purchase Orders –January 1-31, 2017](#)
- d. [Approve Overnight Trip for Oak Park High School Athletic Teams to Attend Winter CIF Play-offs](#)
- e. [Approve Overnight Trip for Oak Park High School Future Business Leaders of America \(FBLA\) Team Member – March 9-10, 2017](#)
- f. [Approve Overnight Trip for Oak Park High School Boys' Volleyball Team – March 10-12, 2017](#)
- g. [Approve Overnight Trip for Oak Park High School's Health Occupational Students of America Club Members – March 16-19, 2017](#)
- h. [Approve Overnight Trip for Oak Park High School Technology Students Association Club – March 25-26, 2017](#)
- i. [Approve Overnight Trip for Oak Park High School Athletic Teams to Attend Spring CIF Play-offs](#)
- j. [Approve Renewal Agreement for Audit Services](#)

#### **B2. BUSINESS SERVICES**

- a. [Approve Projected Enrollment of New Inter District Students for 2017-2018](#)  
On motion of Denise Helfstein, seconded by Drew Hazelton, the Board of Education approved the Projected Enrollment of New Inter District Students for 2017-2018. Motion

carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**b. Approve Resolution #17-03 - 2017 Oak Park Schools Education Foundation to Offer Fee Based Summer School Program**

On motion of Derek Ross, seconded by Barbara Laifman, the Board of Education approved Resolution #17-03 - 2017 Oak Park Schools Education Foundation to Offer Fee Based Summer School Program. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**c. Approve Resolution #17-04, Authorizing the Issuance of Oak Park Unified School District (Ventura County, California) Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto**

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved Resolution #17-04, Authorizing the Issuance of Oak Park Unified School District (Ventura County, California) Election of 2016 General Obligation Bonds, Series A, and Actions Related Thereto. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**d. Approve Reimbursement Resolution #17-05, Declaring District Intent to Advance Funds for Measure S Projects, to be Reimbursed Upon Issuance of Measure S Tax-Exempt General Obligation Bonds**

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved Reimbursement Resolution #17-05, Declaring District Intent to Advance Funds for Measure S Projects, to be Reimbursed Upon Issuance of Measure S Tax-Exempt General Obligation Bonds. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**e. Approve Process for Recruitment and Appointment of Oak Park Citizens' Oversight Committee Members for 2017-18 Term**

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education approved Process for Recruitment and Appointment of Oak Park Citizens Oversight Committee Members for 2017-18 Term with the change to move up the required qualification for the committee to page one of the application. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

On Motion of Drew Hazelton, seconded by Allen Rosen, the Board of Education agreed to move up item B4.a. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**B4.a. Approve Revised Physical Education Requirements for Oak Park High School**

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved the revised Physical Education Requirements for Oak Park High School. This revised Physical Education Requirement will expand the exemption for ninth grade students from attending courses of physical education to include Marching Band, Cheerleading Team, and Dance Team to be given credit in lieu of ninth grade PE. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**f. Authorize Project to be Funded from Bond Measures R and C6 – Art Court at Oak Park High School**

On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education authorized Project to be Funded from Bond Measures R and C6 – Art Court at Oak Park High School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**g. Approve Measure C6 Bond Fund Purchase – Physical Education and Athletic Safety Equipment for Oak Park High School**

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved Measure C6 Bond Fund Purchase – Physical Education and Athletic Safety Equipment for Oak Park High School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**h. Approve Measure C6 Bond Fund Equipment Purchase - LCD Projector Refresh**

**Program for 2016-17 School Year**

On motion of Allen Rosen, seconded by Barbara Laifman, the Board of Education approved Measure C6 Bond Fund Equipment Purchase - LCD Projector Refresh Program for 2016-17 School Year. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**i. Approve Measure C6 Bond Fund Classroom Technology Equipment Purchase – Project 17-04C, Chromebook Carts for Oak Park High**

On motion of Derek Ross, seconded by Barbara Laifman, the Board of Education approved Measure C6 Bond Fund Classroom Technology Equipment Purchase – Project 17-04C, Chromebook Carts for Oak Park High. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**3. HUMAN RESOURCES**

**a. Approve Resolution Number 17-06, Resolution Regarding Non-Reelection and Release from Employment of Temporary Certificated Employees**

On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved the recommendation to adopt Resolution No. 17-06 to initiate non-re-election and release of certificated temporary employees pursuant to Education Code section 44954. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**b. Approve Resolution Number 17-07, Determination of Seniority Among Certificated Employees with Same Seniority Date**

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the recommendation to adopt Resolution No. 17-07 to establish the process for determining seniority among certificated employees who first rendered probationary service to the District on the same day, pursuant to Education Code section 44955. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**c. Approve Resolution Number 17-08, Resolution of Intention to Reduce Particular Kinds of Services and Release Certificated Employees**

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education approved the recommendation to adopt Resolution No. 17-08 to initiate certificated employee reduction in services pursuant to Education Code sections 44949 and 44955. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**d. Approve Resolution Number 17-09, Resolution of Release and Reassignment of Certificated Administrative Employee**

On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved the recommendation to adopt Resolution No. 17-09 to initiate release and reassignment of certificated administrative employee pursuant to Education Code section 44951. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**4. CURRICULUM**

**b. Discuss Development of 2017-18 Local Control Accountability Plan**

The Board held a discussion on the development of 2017-18 Local Control Accountability Plan

**5. BOARD**

**a. Approve Date Changes for June Board Meetings**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education opted to keep the dates already approved for the June Board Meetings. The Budget Study Session will be held as scheduled on June 12 and the Regular June Board Meeting will be on June 19.

Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0

**b. Approve 2017 CSBA Delegate Assembly Election of Candidates**

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education voted for the two incumbents Christina Urias (Santa Paula USD) and John Walker(Ventura USD) for the 2017 Delegate Assembly ballot. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross. No – 0. Board member Barbara Laifman recused herself due to a remote interest as she is an employee of CSBA.

Board Member Denise Helfstein left the meeting at 9:20 pm.

### **B3. BOARD POLICIES**

**a. Approve Amendment to Board Bylaw 9323 Meeting Conduct - First Reading**

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the amendment to Board Bylaw 9232 – Meeting Conduct as First and Final Reading. Motion carried Aye: Hazelton, Laifman, Rosen, Ross. No: 0. Absent: 1.

**b. Approve Amendment to Board Bylaw 9240 Board Training – First Reading**

On motion of Allen Rosen, seconded by Derek Ross, the Board of Education approved the first reading of the amendment to Board Bylaw 9240 – Board Training. The Board asked the staff to bring back the Board Bylaw 9240 Board Training with suggested changes for second reading. Motion carried Aye: Hazelton, Rosen, Ross. No: 0. Absent: Helfstein. Board member Barbara Laifman recused herself due to a remote interest as she is an employee of CSBA.

**c. Approve Amendment to Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures – First Reading**

On motion of Barbara Laifman, seconded by Allen Rosen the Board of Education approved the amendment to Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures as First and Final Reading with Option 1. Motion carried Aye: Hazelton, Laifman, Rosen, Ross. No: 0. Absent: Denise Helfstein.

**d. Approve Amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sexual Harassment - First Reading**

On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved Amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sexual Harassment as First and Final Reading. Motion carried Aye: Hazelton, Laifman, Rosen, Ross. No: 0. Absent: Denise Helfstein.

**e. Approve Amendment to Board Policy 6142.4 – Service Learning/Community Service Classes -First Reading**

On motion of Allen Rosen, seconded by Derek Ross, the Board of Education approved the amendment to Board Policy 6142.4 Service Learning/Community Service Classes as First and Final Reading. Motion carried Aye: Hazelton, Laifman, Rosen, Ross. No: 0. Absent: Denise Helfstein.

On motion of Barbara Laifman, seconded by Drew Hazelton there being no further business before this Board, the Regular meeting is declared adjourned at 9:49 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT  
 DATE: MARCH 21, 2017  
 Subject APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

ISSUE: B.1.b. APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS

**AUTHORIZATION TO HIRE**

Number	Name	Position	Start Date	Fund	Salary	Site
CL23349	Margaret Veregge	Instructional Assistant II SpEd	2/27/2017	Special Ed	\$16.59	BES
CL23350	Lorna West	Instructional Assistant II SpEd	2/27/2017	Special Ed	\$16.59	BES
CL23351	Francisco Meza Morales	Custodian Sub	2/22/2017	General	\$18.59	DO
CL23352	Ana Landeros	Campus Supervisor Sub	2/22/2017	General	\$16.70	DO
CL23353	Ana Landeros	Food Service Sub	2/22/2017	Food Service	\$14.41	DO

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL23354	Niki Osborne	Food Service Assistant I Site Change from OPHS to BES	2/1/2017	Food Service	\$17.06	BES
CL23355	Jacquie Morris	Instructional Assistant I Grade to IA I Math Increase in hrs.	2/27/2017	General	\$16.23	BES
CL23356	Rogelia Soto-Alevo	From Food Service Sub to Food Service Cook	3/7/2017	Food Service	\$16.68	OPHS

**SEPARATION**

Number	Name	Position	Effective Date	Separation Type	Salary	Site
CL23357	Patricia Colabella	Campus Supervisor	3/1/2017	Resignation	\$16.70	MCMS
CL23358	Margaret Veregge	Instructional Assistant II SpEd	3/6/2017	Special Ed	\$16.59	BES

Prepared by:  
 Leslie Heilbron Assistant Superintendent /Human Resources

Respectfully Submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, Superintendent**

**DATE: MARCH 21, 2017**

**SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**

**CONSENT**

**AUTHORIZATION TO EMPLOY**

Number	Name	Classification	Start Date	Fund	Site/Grade

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Assignment	Effective	Fund	Amount	Site
01CE08195	Samantha Lyons	1 <sup>st</sup> semester class size overage	1 <sup>st</sup> semester	General	80.00	OPIS
01CE08196	Victor Anderson	Mock Trial Club	8/9/16-5/10/17	PFA	1000.00	OPHS
01CE08197	Alexis Allison	ASB Class Advisor	2016-2017	ASB	500.00	OPHS
01CE08198	Kellie Gross	ASB Class Advisor	2016-2017	ASB	500.00	OPHS
01CE08199	Eric Pryor	ASB Class Advisor	2016-2017	ASB	500.00	OPHS
01CE08200	Todd Creason	ASB Class Advisor	2016-2017	ASB	500.00	OPHS
01CE08201	Roland Herberg	Study Hall - Spring	2016-2017	LCPI	1725.00	OPHS
01CE08202	Brenda Pasqua	Study Hall - Spring	2016-2017	LCPI	1725.00	OPHS
01CE08203	Tony Peluce	Study Hall - Spring	2016-2017	LCPI	1725.00	OPHS
01CE08204	Kathie Rohlfs	Study Hall - Spring	2016-2017	LCPI	1725.00	OPHS
01CE08205	Erik Amerikaner	Robotics Club	2016-2017	VCI	500.00	OPHS
01CE08206	Erik Amerikaner	Robotics Club	2016-2017	PFA	500.00	OPHS
01CE08207	Erik Amerikaner	Webmaster	2016-2017	Site	1350.00	OPHS
01CE08208	Robin Midiri	ACA DECA Club	2016-2017	PFA	1000.00	OPHS
01CE08209	Russ Peters	GBB Game Mgmt	11/22/16-2/8/17	ASB	1156.00	OPHS

**IN-SERVICE CHANGE**

Number	Name	Change	Effective	Fund	Site
01CE08210	Rachelle Crone	Baby Bonding Leave	2/20-5/22/2017	General	MCMS
01CE08211	Sarah Landis	Medical Leave	4/11-4/24/17	General	BES
01CE08212	Michelle Varju	1.0 FTE to .5 FTE (.5 LOA)	2017-2018	General	BES
01CE08213	Becky Koch	1.0 FTE to .5 FTE (.5 LOA)	2017-2018	General	BES
01CE08214	Alison Stein	1.0 FTE to .8 FTE (resigned .2)	2017-2018	General	MCMS
01CE08215	Chris Henderson	1.0 FTE to .8 FTE (resigned .2)	2017-2018	General	OPHS

**SEPARATION**

Number	Name	Position	Separation	Effective Date	Site
01CE08216	Christine Sharma	Elementary Teacher	Resignation	2/20/2017	ROES
01CE08217	Kevin Smith	Secondary Teacher	Retirement	5/26/2017	OPHS
01CE08218	Shawn Williams	Sp Ed Teacher	Retirement	5/26/2017	MCMS
01CE08219	Lynette Hiday	Sp Ed Teacher	Resignation	5/26/2017	OPNS

Prepared by:  
Leslie Heilbron, Ed.D.  
Assistant Superintendent, HR

Respectfully Submitted,

\_\_\_\_\_  
Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.1.c. APPROVE PURCHASE ORDERS – FEBRUARY 1 THROUGH 28, 2017**

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CONSENT

**ISSUE:** Shall the Board approve the purchase orders issued for the period February 1 through 28, 2017?

**BACKGROUND:** Included is the Purchase Order Report listing all purchase orders issued during the reporting period. All purchase orders have been approved by an administrator as a necessary expense and are budgeted for and within the budget authorization of the account.

**ALTERNATIVES:**

1. Approve the attached Purchase Order Report as submitted.
2. Do not approve the Purchase Order Report.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
 Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## Includes Purchase Orders dated 02/01/2017 - 02/28/2017

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B17-00035	VCOE	VCOE - BTSA program	Human Resources	010	30,000.00
B17-00153	Pacwest Air Filter, LLC	2016-2017 HVAC Parts/Supplies	Business Administration	010	9,100.00
B17-00160	SiteOne Landscape Supply, LLC	2016/17 PO for Landscaping Supplies	Business Administration	010	4,500.00
B17-00189	AED Authority	Open PO for AED Batteries - Safety Credits	Business Administration	010	2,388.16
B17-00279	Richard Mancuso	Debate Coach/ASB Coaching	Oak Park High School	010	5,000.00
B17-00280	KYOCERA Document Solutions West LLC	Maintenance and Supplies for Riso	Brookside School	010	1,000.00
B17-00281	Charter Communications Holdings LLC	DISC: TV receiver box	Medea Creek Middle School	010	30.00
B17-00282	Lily Weaks	Lily Weaks Contract Support DO 1/2017-6/2017	Human Resources	010	8,000.00
B17-00283	Ready Refresh by Nestle	2016-17 Drinking Water - Grounds/Maintenance Crew	Business Administration	010	500.00
B17-00284	AT&T	OPHS Elev line 818-707-7757	Oak Park High School	010	750.00
B17-00285	Alan Peck	Band Coach/OPIMA/oth exp/ASB	Oak Park High School	010	1,500.00
DIR17-00036	Rebar Works	Logo Design for ROES and MCMS	Superintendent	010	658.75
FS17-00052	Daniel Fowler DbA Acorn Appliance Service LLC	Oven & Range Repairs	Food Services	130	1,000.00
P17-00409	D & K Group, Inc.	VC2G Laminator Graphic Production	Oak View High School	010	1,655.91
P17-00434	Ready Refresh by Nestle	Water for portable classrooms	Red Oak Elementary School	010	500.00
P17-00435	Ventura County Graphic Service	Office supplies-health folders	Red Oak Elementary School	010	45.05
P17-00436	Main Street Tours	Parent funded field trip	Red Oak Elementary School	010	2,925.00
P17-00437	VCOE	EADMS Annual Support 2016-2017	Curriculum	010	30,842.50
P17-00438	Scantron Corporation	DON: Open PO for Scantron Forms	Medea Creek Middle School	010	889.26
P17-00439	Riley's American Heritage Farm dba Colonial Chesterfield	donation 5th grade field trip - Riley's Farm	Brookside School	010	2,335.37
P17-00440	Southwinds Transportation	OPIMA: Transportation to Disney	Medea Creek Middle School	010	3,148.05
P17-00441	Southwinds Transportation	OPIMA: Transportation to OPUSD 3 Elementaries	Medea Creek Middle School	010	498.10
P17-00443	Captain Carl's Mobile Tidepool	Living Marine Lab Presentation Sustainability Fair	Superintendent	010	750.00
P17-00444	Education Through Nature	Wildlife Program for Super Saturday 2/4/17	District-wide	010	740.00
P17-00445	Wings of Discovery	Bird Education Booth for Super Saturday	District-wide	010	200.00
P17-00446	Parent of Special Ed Student	SpEd Settlement - Parent Reimbursement	District-wide	010	44,492.60
P17-00447	California Science Center	VC1A Field Trip-Design & Visual Arts-Peluce	Oak Park High School	010	2,326.20

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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## Includes Purchase Orders dated 02/01/2017 - 02/28/2017

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P17-00448	Sparkletts	2016-17 - Sparkletts Water Service/Pupil Services	District-wide	010	175.00
P17-00449	Salinas & Sons Rooter Service	Clear Main Kitchen Line & Grease Box	Business Administration	010	975.00
P17-00450	Controlled Elements HVAC	2016/17 PO for HVAC Svs.	Business Administration	010	600.00
P17-00451	Absolute Fire Protection, Inc.	Fire Sprinkler Tests at ROES	Business Administration	010	425.00
P17-00452	HEINEMANN	OHES Units of Study Teaching & Writing Grade 2	Curriculum	010	560.46
P17-00453	Lux Solutions LLC	Install Lamps in OHES MPR	Business Administration	010	728.10
P17-00454	Law Offices Henry Tovmassian	SpEd - Settlement Attorney Fees	District-wide	010	18,000.00
P17-00455	VCOE	SpEd Paraeducator services - VCOE/Phoenix	District-wide	010	27,577.08
P17-00456	Ready Refresh by Nestle	Bottled water Water #002729877	Home Independent Study Program	010	500.00
P17-00457	Fence Factory	Portable Toilets for Emergency Water Main Shutoff	Business Administration	010	1,500.00
P17-00458	School Health Corporation	District Nurse - New Vision Charts	District-wide	010	78.87
P17-00459	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	Parent funded field trip	Red Oak Elementary School	010	1,104.40
P17-00460	Southwinds Transportation	Parent funded field trip	Red Oak Elementary School	010	1,820.55
P17-00461	Uc Regents	Curriculum: SS Workshop	Medea Creek Middle School	010	675.00
P17-00462	Uc Regents	California History-Social Science Project	Oak Park High School	010	675.00
P17-00463	NV5 West, Inc.	Proj 14-30F OPHS Gym Bleacher Replacement Testing	Business Administration	010	745.00
P17-00464	Literacy Partners	Prof Develop Reading/Writing 1.12.17	Curriculum	010	2,250.00
P17-00465	Textbook Warehouse Inc.	OPHS add'l TE's Algebra 1	Curriculum	010	541.93
P17-00466	C & A Safety Consultants	Ath Trng/ROP/mat & supp	Oak Park High School	010	405.20
P17-00467	Compuwave Inc.	SpEd - Printer Order	District-wide	010	381.06
P17-00468	Coastal Business Supplies, Inc	VCI Graphic Prod. Supplies	Oak View High School	010	1,292.40
P17-00469	AML Global American Language Services	SpEd IEP Interpreter Service	District-wide	010	517.00
P17-00470	Versare Solutions, LLC	Portable Partitions VCI	Curriculum	010	2,258.69
P17-00471	Uline	DON: door mats	Medea Creek Middle School	010	472.20
P17-00473	Southwinds Transportation	Donation -- 4th grade field trip	Brookside School	010	479.35
P17-00474	Universal Studios Hollywood c/o Ush Ed & Youth Tickets	DON: Culmination Field Trip	Medea Creek Middle School	010	26,950.00
P17-00475	Us Bank Trust Nat'l Assn.	Admin Fees GOB Election of 2008 Series 2013B	Business Administration	010	800.00
P17-00476	Houghton Mifflin Harcourt	BES 2nd Grade TE Go Math 2016-2017	Curriculum	010	109.75
P17-00477	Mona Beller	SpEd Contractor - mentoring services	District-wide	010	1,700.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2

**Includes Purchase Orders dated 02/01/2017 - 02/28/2017**

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P17-00478	Underwood Family Farms at Tier ra Rejada	Parent funded field trip	Red Oak Elementary School	010	1,904.00
P17-00479	Performances To Grow On	donation -- K field trip	Brookside School	010	873.00
P17-00480	Kidspace Children's Museum	Donation -- 2nd grade Kidspace	Brookside School	010	1,300.00
P17-00481	School Health Corporation	District Nurse - Supplies	District-wide	010	387.70
P17-00482	City Of Ventura Parks & Rec.	Donation - 4th grade Olivas Adobe	Brookside School	010	1,090.00
P17-00483	City Of Ventura Parks & Rec.	Parent funded field trip	Red Oak Elementary School	010	1,080.00
P17-00484	Michael Kennedy	Sound System Upgrades at OPHS	Oak Park High School	212	571.00
P17-00485	Calif Dept Of Education/ PRESS	BES NGSS Science PreK Curriculum	Curriculum	010	251.63
P17-00486	Calif Dept Of Education/ PRESS	OHES NGSS Science PreK Curriculum	Curriculum	010	251.63
P17-00487	Calif Dept Of Education/ PRESS	ROES NGSS Science PreK Curriculum	Curriculum	010	251.63
T17-00035	Apple Computer, Inc. Ms:198-3E D	MacBook Air 13"	Oak View High School	010	16,133.53
T17-00036	Compuwave Inc.	Color Printer 3170cdw	Home Independent Study Program	010	252.04
T17-00037	GoGuardian	GoGuardian Admin & Teachers 2016-2017	Curriculum	010	2,256.00
T17-00038	Apple Computer, Inc. Ms:198-3E D	Construction Management Computers	Technology Coordinator	211	11,507.40
T17-00039	Compuwave Inc.	Chromebook Carts Project 17-04C	Technology Coordinator	212	69,985.50
TB17-00015	Compuwave Inc.	Printer/Spec.Ed/Equip Lott	Oak Park High School	010	253.11
TB17-00016	CDW GOVERNMENT INC	Projector Refresh - Project 17-02C	Technology Coordinator	212	10,000.00
<b>Total Number of POs</b>			<b>73</b>	<b>Total</b>	<b>368,420.16</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	General Fund	68	275,356.26
130	Cafeteria Fund	1	1,000.00
211	Measure S Facilities & Tech	1	11,507.40
212	Measure C6 Technology Bond Fun	3	80,556.50
		<b>Total</b>	<b>368,420.16</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.1.d. APPROVE OVERNIGHT TRIP FOR OAK PARK UNIFIED SCHOOL DISTRICT ODYSSEY OF THE MIND TEAMS - MARCH 24-25, 2017**

**CONSENT**

**ISSUE:** Shall the Board approve an overnight field trip for the OPUSD Odyssey of the Mind Teams?

**BACKGROUND:** OPUSD STEAM Specialist, Debbie Hammill, requests approval for four OPUSD Odyssey of the Mind Teams for an overnight travel to Brentwood CA for the State Tournament. There are four teams which have qualified for the state tournament. 1 Red Oak Elementary School Team comprised of 5 students with volunteer approved parent coach. 2 Medea Creek Middle School Teams with 13 students and three volunteer approved parent coaches (two of which are district staff and credentialed teachers). 1 Oak Park High School Team with 5 students with a volunteer approved parent coach. All students will be traveling with their parents or a parent with district approved driver clearance. Families will be leaving Friday morning March 24 and stay overnight in local hotels. Families will be covering the cost of all expenses related to the tournament. Debbie Hammill will attend the event and has verified that all the required components of the approved Field Trip Planning Guide/Checklist have been met.

**ALTERNATIVES:** 1. Approve field trip as presented.  
 2. Do not approve field trip as presented.

**RECOMMENDATION:** Alternative #1.

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.1.e. APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL  
 FUTURE BUSINESS LEADERS OF AMERICA - APRIL 6-9, 2017**

**CONSENT**

**ISSUE:** Shall the Board approve an overnight field trip for the OPHS FBLA Leadership Summit?

**BACKGROUND:** Principal, Kevin Buchanan, requests approval for OPHS students to attend an FBLA overnight trip on April 6-9, 2017. Approximately 19 students and 2 FBLA club teacher advisors will travel to Sacramento. They will travel either by air or by district approved vehicles/drivers. Both advisors and students will depart on Thursday morning, April 6<sup>th</sup> and return by 4:30 p.m. on Sunday, April 9<sup>th</sup>. They will be staying at one of the CA FBLA approved hotels in the area (Hyatt Regency, Sheraton Grand, Residence Inn, Best Western or Holiday Inn Express). Student members will be rooming with multiple other members from the Oak Park H.S. FBLA chapter, with all boarding, activities, and tasks completed under solidified groups of four or more OPHS FBLA chapter members. Cost per student is approximately \$300. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning Guide/Checklist* have been met.

- ALTERNATIVES:** 1. Approve field trip as presented.  
 2. Do not approve field trip as presented.

**RECOMMENDATION:** Alternative #1.

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 17, 2017**  
**SUBJECT: B.1.f. APPROVE NOTICE OF COMPLETION, PROJECT 16-07F, CONSTRUCTION OF SCHOOL GARDEN AT MEDEA CREEK MIDDLE SCHOOL**

CONSENT

**ISSUE:** Shall the Board approve a notice of completion for Project 16-07F, Construction of School Garden at Medea Creek Middle School?

**BACKGROUND:** At its meeting on August 16, 2016, the Board of Education ratified a contract with Landscape Development, Inc., for Project 16-07F, Construction of School Garden at Medea Creek Middle School. Long a Board goal to establish school gardens, and also a goal of the Medea Creek Middle School (MCMS) and its Parent-Faculty Association (PFA), the project was funded by a combination MCMS PFA donations and one-time discretionary funds, and included in the 2016-17 Local Control Accountability Plan (LCAP).

The work under this contract is now complete, and the District’s staff has inspected the finished project and is satisfied that it has been completed in compliance with contract specifications. It is recommended that the Board approve a Notice of Completion accepting the finished project.

- ALTERNATIVES:**
1. Approve the Notice of Completion for Project 16-07F, Construction of School Garden at Medea Creek Middle School, contracted with Landscape Development, Inc.
  2. Do not approve the Notice of Completion.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Notice of Completion

Notice is hereby given that the Oak Park Unified School District, a school district in Ventura County, is the owner in fee of the following described and real property, to-wit:

Description: Medea Creek Middle School, 1002 Doubletree Road, Oak Park, CA 91377

That on or about August 16, 2016 the said Oak Park Unified School District of Ventura County entered into a contract with Landscape Development, Inc. of Valencia, California, for Project 16-07F, Construction of School Garden at Medea Creek Middle School, on certain real property hereinbefore described: that said building and improvements were actually completed on March 21, 2017: that the address of said Oak Park Unified School District is 5801 Conifer Street, Oak Park, CA 91377, Ventura County, California.

*OAK PARK UNIFIED SCHOOL DISTRICT*

By Anthony W. Knight, Ed.D., Superintendent, Secretary to the Oak Park Unified School District Board of Trustees

Anthony W. Knight, being first duly sworn, deposes and says: that he is secretary of the Board of Trustees of the Oak Park Unified School District, a school district of Ventura County, California: that he therefore verifies the foregoing Notice of Completion on behalf of said Oak Park Unified School District: that the Oak Park Unified School District of Ventura County, California is owner of the property described in the foregoing notice: that he has read the foregoing notice and knows the contents thereof: that he has personal knowledge of the facts therein stated: that the same are true.

\_\_\_\_\_  
Anthony W. Knight, Ed.D., Superintendent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF VENTURA

Oak Park Unified School District

On \_\_\_\_\_ before me, Shannan Kaesberg, Notary Public, personally appeared Anthony W. Knight, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.a. ADOPT RESOLUTION NO. 17-10, PARTICIPATION IN CSBA CALIFORNIA SCHOOL CASH RESERVE PROGRAM**

ACTION

**ISSUE:** Shall the Board adopt Resolution No. 17-10 for participation in the Cash Reserve Program sponsored by the California School Boards Association (CSBA) Finance Corporation?

**BACKGROUND:** Through its participation in the CSBA Cash Reserve Program, the District will be able to address its 2017-18 cash flow needs through a tax and revenue anticipation note (TRAN) as part of this cost-effective pooled structure. CSBA Cash Reserve Program is now in its 30th year. In the 2016-17 fiscal year, over 200 school districts, community college districts, and county offices of education were involved in the issuance of more than \$1.5 billion of notes issued through the Program. It is recommended that the Board adopt Resolution No. 17-10, allowing administration to proceed to the next step in the process and take part in this beneficial cash program for schools. As a reminder, the District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation at the time of pricing when the interest cost and reinvestment rates are known.

A summary of the CSBA Cash Reserve Program appears on the following pages. The full text of Resolution No. 17-10 may be accessed at the following link: <https://goo.gl/7Bk5oP>

- ALTERNATIVES:**
1. Adopt Resolution No. 17-10 authorizing borrowing of funds for fiscal year 2017-2018, the sale of one or two series of 2017-2018 Tax and Revenue Anticipation Note(s), participation in the California School Cash Reserve Program; and requesting the Board of Supervisors to issue and sell said note(s).
  2. Do not adopt Resolution No. 17-10.

**RECOMMENDATION:** Alternative No. 1.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# CALIFORNIA SCHOOL CASH RESERVE PROGRAM

## Sponsored by CSBA Finance Corporation

### Board Agenda Item Description

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. The Program consistently issues TRANs for more than half of all California school districts, community college districts, and county offices of education that issue TRANs. The 2017-2018 Program will be the 30th year of the Program.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

***Tax and Revenue Anticipation Notes (TRANs):*** TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund moneys (generally paid out in a more level fashion).

***TRANs Economics:*** Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- ◆ Participants benefit from a cost-effective and administratively simple method to issue their TRANs
- ◆ Documentation is streamlined for governing board approval
- ◆ Participants benefit from year-round administrative assistance



**Board Agenda Item Description**  
**Page Two**

**Cash Reserve Program Process:**

The Cash Reserve Program involves the following key steps in order to participate:

1. **Adoption of Resolution:** Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
2. **Cash Flow and Credit Background Process:** Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop an initial pro-forma cash flow statement for 2017-2018. Participants review, revise, and approve their cash flow statement in consultation with Dale Scott & Company, the Program's Financial Advisor. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
3. **Sale of TRANs:** The pricing of the issue is anticipated to occur in mid June. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance after the sale of the TRANs.
4. **Closing:** Closing of the issue will occur in early July. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

We recommend that the Board adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

**2017-18 FISCAL YEAR  
CALIFORNIA SCHOOL CASH RESERVE PROGRAM  
Issuance Process**

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<b>Step 1</b>	Resolution Adoption February 2017 – April 2017	District’s Board adopts program documents and sends signature pages to Dale Scott & Company.
<b>Step 2</b>	Document Preparation March 2017 – April 2017	Send required financial reports to Dale Scott & Company: <ol style="list-style-type: none"><li>1. Audited financial statements for the fiscal years ended June 30, 2014, 2015, and 2016</li><li>2. 2016-17 Second Interim Report (SACS dat file) &amp; second Interim cash flow (SACS dat file or Excel)</li><li>3. Final 2015-16 cash flow</li></ol>
<b>Step 3</b>	Cash Flow Projection May 2017	Dale Scott & Company assists school districts with the preparation of cash flows for individual district TRAN sizing. These cash flows are reviewed by Orrick, Herrington & Sutcliffe, the program’s Bond Counsel.
<b>Step 4</b>	Pricing June 2017	District’s administration approves all aspects of the pricing including the interest rate on the notes, the investment of proceeds and the final costs of issuance.
<b>Step 5</b>	Closing July 2017	Funds are wired into the district's sub-account held by the Trustee and are invested per the district's instructions. Proceeds begin earning interest from the date of closing.
<b>Step 6</b>	Access Note Proceeds July 2017 – June 2018	Districts access note proceeds for cash flow purposes until final set aside payment is due under the note.

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**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.2.b. APPROVE RENEWAL OF JOINT-USE AGREEMENT WITH RANCHO SIMI RECREATION AND PARK DISTRICT FOR 2017-2020 ACTION**

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**ISSUE:** Shall the Board approve the renewal of the joint-use agreement with Rancho Simi Recreation and Park District (RSRPD) for the period of 2017-20?

**BACKGROUND:** The District’s current joint-use agreement with RSRPD expired February 28, 2017. The long standing agreement has been mutually beneficial to the respective parties and it is therefore appropriate that the District enter into a renewal agreement with a three-year term and an expiration date of February 28, 2020. Unchanged from the previous agreement save for the term, a copy of the proposed renewal agreement follows for the Board’s information and review.

- ALTERNATIVES:**
1. Approve the renewal agreement for Joint-Use of Facilities between the District and Rancho Simi Recreation and Park District for the period 2017-2020.
  2. Do not approve the agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

AGREEMENT BETWEEN THE  
OAK PARK UNIFIED SCHOOL DISTRICT  
AND THE  
RANCHO SIMI RECREATION AND PARK DISTRICT  
FOR USE OF FACILITIES

Term March 1, 2017 through February 28, 2020

This agreement is made and entered into the date hereinafter set forth by and between the OAK PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as “School District” and the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter referred to as “Park District.”

**WHEREAS**, each school in the Oak Park Unified School District is designated as a community center; and

**WHEREAS**, the citizens of Oak Park are dedicated to the integration of community activities; and

**WHEREAS**, the master plan for the Oak Park community emphasizes the shared use of school and park facilities by their location, and

**WHEREAS**, the California Education Code and California Public Resources Code provide for cooperative use of School District and Park District facilities, and it has been a long standing policy of the Park District to make its facilities available for school use and to use School District facilities for park use, when such use can be of benefit to residents of the entities involved; and

**WHEREAS**, the Board of Education of the Oak Park Unified School District and the Board of Directors of the Rancho Simi Recreation and Park District have determined that it would be in the public interest to enter into an agreement for cooperative use of facilities owned by them;

NOW, **THEREFORE**, in consideration of the covenants, conditions, provisions, agreements, obligations assumed, and the other considerations contained herein, the parties hereto agree as follows:

1. Use of Park District Facilities: The Park District hereby grants to the School District a non exclusive permit to use the buildings, grounds, and facilities of the Park District for programs and activities of the School District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the Park District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of Park District facilities on a case-by-case basis subject to the approval of the Park District Manager or appropriate designee.

2. Use of School District Facilities: The School District hereby grants to the Park District a non exclusive permit to use the buildings, grounds, and facilities of the School District for programs and activities of the Park District, so long as such activities do not interfere with or adversely affect programs and activities sponsored by the School District. Exceptions to this provision may be made in order to provide exclusive use of selected areas of School District facilities on a case-by-case basis subject to the approval of the School District Superintendent or appropriate designee.

3. Compliance: The School District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds, and facilities owned by the Park District. Conversely the Park District agrees to comply with all Policies, Procedures, Rules and Regulations applicable to the use of buildings, grounds and facilities owned by the School District. This provision will also apply to all groups and organizations whose use of facilities is sponsored by either entity.

4. Scheduling of Use: The School District and Park District shall each designate an individual who shall be responsible for coordination of the scheduling of use of facilities under this agreement. All requests for use of School District facilities shall be routed through the Park District representative to the School District representative for consideration and scheduling. Similarly, all requests for use of Park District facilities shall be routed through the School District representative to the Park District representative for consideration and scheduling. All such requests for use of facilities shall be processed as promptly as this can reasonably be accomplished. When a use of facilities by one agency has been approved by the other agency, that use shall not be canceled or modified except when the agency owning such facilities determines that such cancellation or modification is in the best interest of its programs and activities.

5. Charges for Use: The using District shall compensate the owner District for direct costs incurred by the owner District resulting from or associated with the use of buildings, grounds and facilities under this agreement, such as the costs of utilities and expendable supplies resulting from such use and the costs of personnel for custodial care, maintenance, and supervision of use resulting from use by the using District. A one-time charge may be made for processing a request for use of facilities. When such use involves the payment of fees or other charges by participants in programs for which the facilities will be used, the owner District shall be entitled to establish

appropriate use fees. If the owner District establishes such use fees, it shall so advise the using District of those use fees sufficiently far in advance of the proposed use to enable the using District to determine whether or not to proceed with the program involved prior to the time it would be necessary to advertise or promote the program. At such times as shall be convenient to either party, but no less frequently than the last day of June and December of each year, each District shall submit to the other District a statement of charges incurred as a result of use of facilities under this agreement. The charges incurred by each District shall be payable to the other District within a period of sixty (60) days following the period for which such charges were incurred. As an alternative to the assessment of fees between the two parties, either District may compensate the other through the reciprocal use of its facilities in lieu of fee payment. This alternative shall be affected in an equitable manner and is subject to the approval of both parties.

6. Supervision and Control of Use: The supervision and control of Park District programs and activities on school grounds, buildings, and facilities under this agreement shall be the responsibility of the Park District. The supervision and control of School District programs and activities on park grounds, buildings, and facilities under this agreement shall be the responsibility of the School District. All use of buildings, grounds, and facilities under this agreement shall be supervised by the District using same through the services of responsible individuals who shall be familiar with the programs of the parties and the arrangements which have been made by the parties for the use of such buildings, grounds, and facilities. It is specifically understood that it may be necessary for either District to provide personnel to supervise the use by the other District of buildings, grounds, or facilities under this agreement. If the owner District determines that it will be necessary for it to supervise the use by the other District of buildings, grounds, or facilities under this agreement, the owner District shall so advise the using District at the time the owner District grants the using District permission to use its buildings, grounds, or facilities. At that time the owner District shall also advise the using District of the charges which will be made by the owner District for such supervision of use. Each District may also elect to monitor use by the other District under this agreement to insure that such use shall be consistent with this agreement and the public interest. During all use under this agreement, the using District and all individuals engaged in its programs and activities shall respect and

comply with the rules and regulations of the owning District and the reasonable directions and requests of the owning District's representatives.

7. Care and Repair of Property: The School District and the Park District, and their employees, agents, and representatives shall exercise appropriate care in the use of all buildings, grounds, and facilities under this agreement. Further, during such times as buildings, grounds, and facilities are being used under this agreement; the using District shall endeavor to restrain persons not affiliated with the using District from committing any waste or damage to the property so used and to buildings, grounds, and facilities in proximity to those actually being used. In the event buildings, grounds, or facilities are damaged or destroyed during use under this agreement, the using District shall immediately reimburse the owner District for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use and damage. As an alternative to reimbursement, the using District may, if this is acceptable to the owner District in the specific instance involved, actually repair the damage resulting from such use to the satisfaction of the owner District. The using District shall not be responsible to the owner District for reasonable wear and tear resulting from such use.

8. Modification of Property: Neither District shall modify or alter in any way the buildings, grounds, or facilities of the other District without the specific written authorization of the owner District. The using District may, with owner District approval, place on the buildings, grounds, and facilities of the owner District such reasonable and temporary decorations and displays as may be appropriate to such use. All such decorations and displays shall be placed in such a manner that their use shall not result in damage or detriment to the property of the owner District. All such decorations and displays shall be removed promptly after completion of the use for which they were intended.

9. Expendable Equipment and Supplies: Each District shall supply and furnish such expendable equipment and supplies as shall be necessary to conduct its programs and activities. It is specifically understood that this agreement shall not extend to the use of expendable equipment and supplies.

10. Non-Liability for Loss/Insurance: This agreement is made upon the express condition that the District permitting the use of its buildings, grounds, and facilities by the other District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the use of

such buildings, grounds, and facilities by the other District. The using District hereby assumes all risk of damage to persons and property in or upon the buildings, grounds, and facilities which are the subject of this agreement during such time as said buildings, grounds, and facilities shall be used under this agreement, from any cause or source whatsoever, and the using District, and all others using said buildings, grounds, and facilities under this agreement hereby waive any and all claims against the owner District for damage to persons or property in, on, or about said buildings, grounds, and facilities. The using District shall hold the owner District harmless from any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property resulting from or associated with the use of said buildings, grounds, and facilities under this agreement. Further, the using District shall save and hold harmless the owner District from any and all orders, judgments, and decrees, which may be entered in such suits or actions. In order to protect each other from liability and loss in this regard, the parties shall each secure, carry, and maintain at all times during the term of this agreement, at their sole cost and expense, public liability and property damage insurance for the joint and several protection and indemnity of both Districts. Said insurance shall be in the principal amount of not less than one million dollars (\$1,000,000.00) combined single limits, as to injury to persons and/or damage to property for a single occurrence. Each District shall provide to the other District evidence of required insurance in the form of a "Certificate of Insurance" which shall provide that the other District shall be notified at least forty-five (45) days in advance of termination or cancellation of said insurance. In addition, each District shall provide to the other District a "Policy Endorsement Form" naming the other District as an additional insured.

11. Notices: All notices to be given under this agreement shall be in writing and shall be effective either upon personal delivery or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served forty-eight (48) hours after being deposited in the United States mail and issuance of a registered or certified mail receipt. Notice shall be delivered or mailed to the principal office of each District.

12. Oak Park High School Tennis Courts The tennis courts located on the Oak Park High School campus serve both an important school purpose and an important public recreation purpose. These provisions are



meant to prevent any conflict in use for these purposes, and also indicate specific maintenance and other responsibilities with regard specifically to the tennis courts. The following table lists regularly scheduled approved school use of the high school tennis courts. Additional school uses may be scheduled, as stated below. The tennis courts shall be available for public recreational purposes at all other times, as determined by the Park District. When all or some of the tennis courts are not being used by the School District in accordance with this schedule, they shall be available for public recreational purposes, as provided by the Park District. The “Dates” below are based upon the start and end dates of the regular school year, and will therefore vary slightly from year to year. Each year the School District will provide to the Park District the actual school year start and end dates, so that both agencies can adjust accordingly.

<i>Dates</i>	<i>Time</i>	<i>Days of Week</i>	<i>Number of Courts</i>	<i>User</i>
<i>August 20 – June 15</i> <i>August 11-June 1</i> <i>(2016-2017 School Year)</i>	<i>1:30 pm – 6:30 pm</i>	<i>Weekdays</i>	<i>All Courts</i>	<i>School</i>
<i>June 16 – July 26</i> <i>June 1 – July 16</i> <i>(2016-2017 School Year)</i>	<i>3:30 pm – 6:30 pm</i>	<i>Weekdays</i>	<i>All Courts</i>	<i>School</i>
<i>Year-round</i>	<i>6:30 pm – 9:00 pm</i>	<i>Weekdays</i>	<i>One Court</i>	<i>School</i>
<i>Year-round</i>	<i>9:00 am – 6:00 pm</i>	<i>Saturday &amp; Sunday</i>	<i>One Court</i>	<i>School</i>

- a. The school use times indicated above may include coaching by the School District’s tennis coaches, however, the age of the kids being coached must be between 13 – 19 years old. If those being coached are under or over these ages, the use will not be considered a school use and instead be considered private lessons. Unless approved by the Park District in writing, private lessons during public recreational use of the tennis courts are prohibited. Any person violating this restriction may be warned and/or cited by the Park District’s Park Rangers.

- b. During the times that the School District is using only one court it shall make best efforts to use court number 1 to help provide predictability to recreational tennis players.
- c. A schedule showing the School District's scheduled uses shall be posted in a visible location at the tennis courts, so that the public may readily determine when the tennis courts are available.
- d. All or some of the tennis courts may also be needed at other special times, for school sponsored make-up games, tournaments, or other required California Interscholastic Federation (CIF) needs. The School District will make reasonable effort to notify the Park District of these special uses 30 days prior to the special use so and the Park District will make reasonable effort to reschedule any program that may be in conflict with the School District's special use. School fund raising tournaments are expected to occur 2-3 times per year and will likely occur on a Friday from 4 pm – 8 pm, and on a Saturday and Sunday from 10 am – 5 pm.
- e. The School District and its tennis coaches will make best efforts to end practices and instruction based upon the times stated in the table above, and would definitely stop immediately if there was a public need for the courts. If no such immediate public need exists, School District and School District tennis coach use will be completed within 15 – 20 minutes of the stated time frames.
- f. RSRPD reserves the right to charge appropriate fees for use of the courts by non-school groups and/or individuals. Such fees shall be used either in whole or in part to offset the costs of utilities and ongoing maintenance of the facility. RSRPD shall be responsible for all costs of electrical service to the facility (subject to an offset for electricity costs associated with lighting any or all tennis courts used by the School), lamp replacement and electrical repairs to the facility. RSRPD shall wash all tennis courts once per month and replace tennis court nets and center straps as necessary. OPUSD shall blow off courts as necessary, spot clean spills and empty trash containers as necessary. Large-

scale maintenance projects such as court resurfacing, painting, and repair/replacement of windscreens, fencing, or other fixtures shall be funded jointly by RSRPD and OPUSD on an equal basis.

- g. Due to the composition of the court surfaces, and in an effort to avoid excessive maintenance costs, “high-impact” activities such as roller hockey and the use of remote controlled vehicles are prohibited within the fenced court area. Both OPUSD and RSRPD shall make every effort to enforce this restriction.

13. Term of Agreement: This revised agreement shall commence as of March 1, 2017, and continue thereafter for a term of three (3) years to and including February 28, 2020. This agreement may, however, be terminated by either party hereto upon the giving of ninety (90) days written notice to the other party of its intention to terminate this agreement. Such termination shall be effective upon the expiration of said ninety (90) days.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

OAK PARK UNIFIED SCHOOL DISTRICT

RANCHO SIMI RECREATION & PARK DISTRICT

\_\_\_\_\_  
Anthony W. Knight, Superintendent

\_\_\_\_\_  
Larry Peterson, District Manager

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.c APPROVE CERTIFICATION OF 2016-17 SECOND INTERIM FINANCIAL REPORT AND BUDGET REVISIONS**

ACTION

**ISSUE:** Shall the Board approve a positive certification of the Oak Park Unified School District (OPUSD) 2016-17 Second Interim Financial Report and Budget Revisions?

**BACKGROUND:** Education Code Sections 1240(j), 42130, and 42131 requires the Governing Board of each district to receive and review interim financial reports for specified intervals (July 1-October 31 and July 1-January 31), and to certify the district’s ability to meet its financial obligations in the current and two subsequent years. With a balanced budget, a 4% reserve for economic uncertainties, and a multiyear projection demonstrating the ability to meet its financial obligations in the current and two subsequent years, the Administration is pleased to recommend that the Board approve a positive certification for the OPUSD Second Interim Financial statement.

The full Second Interim Financial may be accessed at the following link:  
<https://goo.gl/EiWTpb>

**ALTERNATIVES:**

1. Approve a positive certification of the OPUSD 2016-17 Second Interim Financial Report and Budget Revisions.
2. Do not certify the Second Interim Report.

**RECOMMENDATION:** Alternative 1

Prepared by: Barbara Dickerson, Director, Fiscal Services  
 Martin Klaus, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.d. APPROVAL OF SAFE SCHOOL PLANS**

ACTION

**ISSUE:** Shall the Board review and approve the Safe School Plan for each District school as required by Education Code 35294.2?

**BACKGROUND:** The Oak Park Unified School District must annually review and update its Safe School Plans in order to remain in compliance with EC 35294.2. This year each of the District’s schools has updated it plan, providing specific site information to update the District master copy. These updates include staff responsibilities, and procedures to be followed by students and staff in the event of disaster or emergency. EC 35294.2 requires that the revised plans be approved by the Board of Education and be made available for public display each school year. Each site’s updated plan and certification of compliance has been completed and may be accessed at the following link:  
<https://goo.gl/PsAnCM>

As required by Education Code, subsequent to the Board’s approval, each school will display its Safe School Plan for public review.

**ALTERNATIVES:**

1. Approve the updated Safe School Plans as presented.
2. Do not approve the amended Safe School Plans.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Stew McGugan, Director, Alternative Education  
 Julie Suarez, Director, Business Operations  
 Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.e. AWARD OF REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTURAL SERVICES FOR MEASURE S PROJECTS**

ACTION

**ISSUE:** Shall the Board of Education award the RFP for architectural services in connection with Measure S projects as recommended?

**BACKGROUND:** With the passage of the bond in November, the Measure S Prioritization Committee has recognized that it is essential that the District engage a qualified and experienced architectural firm to assist with facility planning and prioritization, project design, and plan submittal and review by the Division of the State Architect. In December and January, the District staff conducted telephone interviews with ten architectural firms identified as sharing the Board’s vision of sustainable and efficient facilities. From this number, a formal Request for Proposals and Qualifications (RFP) for architectural services was sent to six qualified architectural firms. Four responses were received on February 21, 2017, and after review of the proposals, three firms were selected to interview with a Measure S interview panel including staff and community members. Interviews were conducted on March 9 and 13, 2017. After its due diligence review, the interview panel submitted its recommendation of Dougherty Architects of Costa Mesa, California, for consideration of the full Measure S Committee. At its meeting on March 16, 2017 the Committee accepted the panel’s recommendation, voting to convey the recommendation to the Board of Education for award of the RFP for architectural services to Dougherty Architects in connection with Measure S projects.

- ALTERNATIVES:**
1. Award the RFP for Measure S architectural services as recommended by the Measure S Committee, and authorize the Administration to negotiate and enter into an agreement with Dougherty Architects.
  2. Do not award the RFP for architectural services.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.f. APPROVE CHANGE ORDER NO. 1, PROJECT 17-01S, DISTRICTWIDE SOLAR INSTALLATION**

ACTION

**ISSUE:** Shall the Board approve Change Order No. 1 to the contract with PFMG Construction LTD, for Project 17-01S, Districtwide Solar Installation?

**BACKGROUND:** On January 17, 2017, the Board entered into a contract with PFMG Construction LTD, for Project 17-01S, Districtwide Solar Installation. During the course of the project, District and school site staff have recommended changes to the project’s scope for conditions unforeseen at the time the contract was awarded. As itemized in the accompanying change order request, District staff requested the contractor provide additional conduits and outlets for future electrical and security camera installations, as well as the removal of the existing 3kW solar installation at Oak Hills Elementary. The total amount of Change Order No. 1 is \$51,809, which when added to the original contract amount of \$6,663,570, increases the contract total to \$6,715,379. It is recommended by District staff that the Board approve this additional work as Change Order No. 1.

- ALTERNATIVES:**
1. Approve Change Order No. 1 to the contract with PFMG Construction LTD, for Project 17-01S, Districtwide Solar Installation, in the amount of \$51,809, funded from the Measure S bond fund.
  2. Do not approve Change Order No. 1.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Business and Administrative Services

5801 East Conifer Street, Oak Park, CA 91377-1002 ♦ T: (818) 735-3254 ♦ F: (818) 865-8467

CHANGE ORDER 17-01S-1  
03-21-17

PROJECT NUMBER: 17-01S  
PROJECT NAME: DISTRICTWIDE DESIGN/BUILD SOLAR INSTALLATION  
CONTRACATOR: PFMG CONSTRUCTION, LTD  
SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 6,663,570.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 51,808.69
Adjusted Contract Amount	\$ 6,715,378.69

TIME:

Original Contract Completion Date	August 9, 2017
Previous Approved Completion Extension Days	None
Completion days Extension this Change Order	None
Adjusted Contract Completion Date	August 9, 2017

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

OAK PARK UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

OPUSD FACILITIES/CONSTRUCTION MANAGER

ARCHITECT/ENGINEER:

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





**CHANGE IN WORK FORM**

**PROJECT OWNER:** Oak Park Unified School District    **CHANGE ORDER NUMBER:** #1  
**OWNER ADDRESS:** 5801 Conifer Street                    **DATE OF CHANGE ORDER:** 3/2/2017  
Oak Park, CA 91377    **PROJECT NO.:** 102 OPUSD  
**Attention:** Keith Henderson, Construction Manager  
**JOB ADDRESS:** (6) Sites at Oak Park USD  
**DATE OF AGREEMENT:** February 15, 2017  
**CONTRACTOR:** PFMG Construction, LTD

**The Agreement between the Parties listed above is changed as follows:**

**Brookside ES:** 1260 ft – UG Conduit 1"x2 – Future video camera feed and spare; 390 ft – OH Conduit w/ JB 1"x1 – Future video camera feed w/ junction box; 4 – 120v power outlet mounted on column

**Medea Creek MS:** 1120 ft – UG Conduit 1"x2 – Future video camera feed and spare; 720 ft – OH Conduit w/ JB 1"x1 – Future video camera feed w/ junction box; 3- 120v power outlet mounted on column

**Oak Hills ES:** 870 ft – UG Conduit 1"x2 – Future video camera feed & spare; 340 ft – OH Conduit w/ JB 1"x1 – Future video camera feed w/ junction box; 4 – 120v Power outlet mounted on column; Remove existing 3kW roof mount and return to District

**Red Oak ES:** 1500 ft – UG Conduit 1"x2 – Future video camera feed & spare; 380 ft – OH Conduit w/ JB 1"x1 – Future video camera feed w/ junction box

**Oak View HS – District Office:** 1350 ft – UG Conduit 1"x3 – Future EV charging station; 290 ft – UG Conduit 1"x2 – Future video camera feed & spare; 385 ft – OH Conduit x/ JB 1"x1 Future video camera feed w/ junction box

**Oak Park HS:** 600 ft – UG Conduit 1"x3 – Future EV charging station; 1320 ft – UG Conduit 1"x2 – Future video camera feed & spare; 680 ft – OH Conduit w/ JB 1"x1 – Future video camera feed w/ junction box

**Exclusions:** Shift or overtime labor premiums

**Adjustment to Contract Price**

1. .... The original Contract Price was	\$ 6,663,570.00
2. .... Net Change Order Amount	\$ 51,808.69
3. .... The Contract Price prior to this Change Order was	\$ 6,663,570.00
4. .... Contractor 00% Markup	\$ 0.00
5. .... The new Contract Price including this Change Order will be	\$ 6,715,378.69

**Adjustment to dates in Project Schedule**

The following dates are modified *(list all dates per phase as modified; insert N/A if no dates modified):*

The Project Substantial Completion Date will remain unchanged.

The Guaranteed Final Completion Guaranteed Date will remain unchanged.

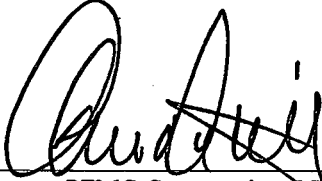
Impact on Payment Progress Payment Schedule (include revised Progress Payment Schedule): None.

Impact on Minimum Performance Criteria and Performance Guarantees: None.

Impact on Design Basis: Design documents for Oak Park Unified School District sites shall be turned over to Owner.

Other impacts to liability or obligation of Contractor or Owner under the Agreement: None.

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

  
\_\_\_\_\_

Owner: PFMG Construction, LTD

Name: Chris DeWitt

Title: VP Construction Operations

\_\_\_\_\_

Contractor: Oak Park Unified School District

Name: Martin Klauss

Title: Assistant Superintendent Business Services

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.g. APPROVE AGREEMENT FOR DSA TESTING AND INSPECTION SERVICES – PROJECT 17-01S, DISTRICTWIDE SOLAR INSTALLATION**  
ACTION

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**ISSUE:** Shall the Board of Education approve an agreement with NV5, Inc. for DSA-required testing and inspection services for Project 17-01S, Districtwide Solar Installation?

**BACKGROUND:** The Division of the State Architect requires that all construction projects submitted for its review and approval must have a DSA-approved Inspector of Record (IOR) and as appropriate, DSA-approved testing laboratory. Effective June 1, 2013, these services cannot both be provided by a single firm for the same project.

OPUSD Project 17-01S, Districtwide Solar Installation, will require the services of a DSA-approved firm to provide necessary testing and inspection during construction. Over the past 20 years, NV5 has reliably and expertly provided similar services for District construction projects. At the request of staff, NV5 has submitted the accompanying proposal of estimated costs for this project; cost will be incurred only for actual testing services provided. It is the recommendation of the Facilities and Construction management staff that the Board approve an agreement with NV5, Inc. for DSA-required testing and inspection services for this project

- ALTERNATIVES:**
1. Approve an agreement with NV5, Inc. for DSA-required testing and inspection services for Project 17-01S, Districtwide Solar Installation, based on the accompanying proposal.
  2. Do not approve an agreement for DSA-required construction testing services.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
 Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



February 23, 2017

Proposal No: 2017.06.0043

**Oak Park Unified School District**  
5801 E. Conifer St.  
Oak Park, CA 91377

DSA: to follow  
File No.: to follow

ATTENTION: Keith Henderson

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Brookside Elementary School - Solar Photovoltaic Project**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	Rate		Units		Total
<b>Soils &amp; Pile Inspection:</b>					
Sr. Soils Technician with nuclear guage	\$ 94.00	hr	24	\$	2,256.00
Maximum Density (soil)	\$ 175.00	ea	1	\$	175.00
Geotechnical Engineer	\$ 155.00	hr	4	\$	620.00
<b>Concrete:</b>					
Concrete Batch Plant Inspection	\$ 94.00	hr	8	\$	752.00
Concrete Technician (cast cylinders, slump & temperature)	\$ 94.00	hr	8	\$	752.00
Concrete compression tests	\$ 20.00	ea	15	\$	300.00
Concrete cylinder pickup	\$ 9.50	ea	15	\$	142.50
Non-Shrink Grout Inspection	\$ 94.00	hr	4	\$	376.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00	ea	1	\$	96.00
Non-Shrink Grout sample pickup	\$ 9.50	ea	3	\$	28.50
<b>Reinforcing Steel:</b>					
Reinforcing Steel Bend tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel Tensile tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel sampling (2 hrs. min.) - <i>location unknown</i>	\$ 94.00	hr	8	\$	752.00
<b>Structural Steel:</b>					
Shop Welding Inspection (including material ID, obtain welder certs and weld procedures) - <i>location unknown</i>	\$ 86.00	hr	32	\$	2,752.00
Field Welding Inspection	\$ 94.00	hr	16	\$	1,504.00
High Strength Bolt Inspection	\$ 94.00	hr	16	\$	1,504.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00	set	2	\$	670.00
<b>Miscellaneous:</b>					
Sr. Technician - anchor test	\$ 94.00	hr	8	\$	752.00
DSA (LVR 291 & GVR 293)	\$ 385.00	ea	2	\$	770.00
Engineering	\$ 155.00	hr	4	\$	620.00
<b>TOTAL:</b>				<b>\$</b>	<b>15,022.00</b>

**Notes:**

- 1 Proposal is based on previous similar projects. No plans or specifications were available at this time.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

cc: Terms and Conditions  
2017 Fee Schedule



February 23, 2017

Proposal No: 2017.06.0046

**Oak Park Unified School District**  
5801 E. Conifer St.  
Oak Park, CA 91377

DSA: to follow  
File No.: to follow

ATTENTION: Keith Henderson

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Oak Hills Elementary School - Solar Photovoltaic Project**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	<u>Rate</u>		<u>Units</u>		<u>Total</u>
<b>Soils &amp; Pile Inspection:</b>					
Sr. Soils Technician with nuclear guage	\$ 94.00	hr	24	\$	2,256.00
Maximum Density (soil)	\$ 175.00	ea	1	\$	175.00
Geotechnical Engineer	\$ 155.00	hr	4	\$	620.00
<b>Concrete:</b>					
Concrete Batch Plant Inspection	\$ 94.00	hr	8	\$	752.00
Concrete Technician (cast cylinders, slump & temperature)	\$ 94.00	hr	8	\$	752.00
Concrete compression tests	\$ 20.00	ea	15	\$	300.00
Concrete cylinder pickup	\$ 9.50	ea	15	\$	142.50
Non-Shrink Grout Inspection	\$ 94.00	hr	4	\$	376.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00	ea	1	\$	96.00
Non-Shrink Grout sample pickup	\$ 9.50	ea	3	\$	28.50
<b>Reinforcing Steel:</b>					
Reinforcing Steel Bend tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel Tensile tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel sampling (2 hrs. min.) - <i>location unknown</i>	\$ 94.00	hr	8	\$	752.00
<b>Structural Steel:</b>					
Shop Welding Inspection (including material ID, obtain welder certs and weld procedures) - <i>location unknown</i>	\$ 86.00	hr	32	\$	2,752.00
Field Welding Inspection	\$ 94.00	hr	16	\$	1,504.00
High Strength Bolt Inspection	\$ 94.00	hr	16	\$	1,504.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00	set	2	\$	670.00
<b>Miscellaneous:</b>					
Sr. Technician - anchor test	\$ 94.00	hr	8	\$	752.00
DSA (LVR 291 & GVR 293)	\$ 385.00	ea	2	\$	770.00
Engineering	\$ 155.00	hr	4	\$	620.00
<b>TOTAL:</b>				<b>\$</b>	<b>15,022.00</b>

**Notes:**

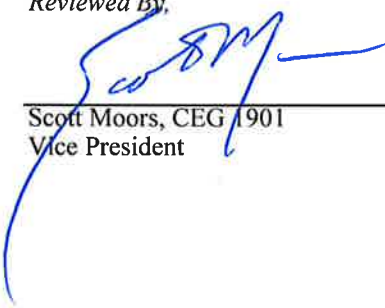
- 1 Proposal is based on previous similar projects. No plans or specifications were available at this time.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

cc: Terms and Conditions  
2017 Fee Schedule



February 23, 2017

Proposal No: 2017.06.0047

**Oak Park Unified School District**  
5801 E. Conifer St.  
Oak Park, CA 91377

DSA: to follow  
File No.: to follow

ATTENTION: Keith Henderson

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Red Oak Elementary School - Solar Photovoltaic Project**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate		Units		Total
<b>Soils &amp; Pile Inspection:</b>					
Sr. Soils Technician with nuclear guage	\$ 94.00	hr	24	\$	2,256.00
Maximum Density (soil)	\$ 175.00	ea	1	\$	175.00
Geotechnical Engineer	\$ 155.00	hr	4	\$	620.00
<b>Concrete:</b>					
Concrete Batch Plant Inspection	\$ 94.00	hr	8	\$	752.00
Concrete Technician (cast cylinders, slump & temperature)	\$ 94.00	hr	8	\$	752.00
Concrete compression tests	\$ 20.00	ea	15	\$	300.00
Concrete cylinder pickup	\$ 9.50	ea	15	\$	142.50
Non-Shrink Grout Inspection	\$ 94.00	hr	4	\$	376.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00	ea	1	\$	96.00
Non-Shrink Grout sample pickup	\$ 9.50	ea	3	\$	28.50
<b>Reinforcing Steel:</b>					
Reinforcing Steel Bend tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel Tensile tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel sampling (2 hrs. min.) - location unknown	\$ 94.00	hr	8	\$	752.00
<b>Structural Steel:</b>					
Shop Welding Inspection (including material ID, obtain welder certs and weld procedures) - location unknown	\$ 86.00	hr	40	\$	3,440.00
Field Welding Inspection	\$ 94.00	hr	20	\$	1,880.00
High Strength Bolt Inspection	\$ 94.00	hr	16	\$	1,504.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00	set	2	\$	670.00
<b>Miscellaneous:</b>					
Sr. Technician - anchor test	\$ 94.00	hr	8	\$	752.00
DSA (LVR 291 & GVR 293)	\$ 385.00	ea	2	\$	770.00
Engineering	\$ 155.00	hr	4	\$	620.00
<b>TOTAL:</b>				<b>\$</b>	<b>16,086.00</b>



**Notes:**

- 1 Proposal is based on previous similar projects. No plans or specifications were available at this time.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

cc: Terms and Conditions  
2017 Fee Schedule



February 23, 2017

Proposal No: 2017.06.0045

**Oak Park Unified School District**  
5801 E. Conifer St.  
Oak Park, CA 91377

DSA: to follow  
File No.: to follow

ATTENTION: Keith Henderson

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Medea Creek Middle School - Solar Photovoltaic Project**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
<b>Soils &amp; Pile Inspection:</b>			
Sr. Soils Technician with nuclear guage	\$ 94.00 hr	40	\$ 3,760.00
Maximum Density (soil)	\$ 175.00 ea	1	\$ 175.00
Geotechnical Engineer	\$ 155.00 hr	4	\$ 620.00
<b>Concrete:</b>			
Concrete Batch Plant Inspection	\$ 94.00 hr	16	\$ 1,504.00
Concrete Technician (cast cylinders, slump & temperature)	\$ 94.00 hr	16	\$ 1,504.00
Concrete compression tests	\$ 20.00 ea	20	\$ 400.00
Concrete cylinder pickup	\$ 9.50 ea	20	\$ 190.00
Non-Shrink Grout Inspection	\$ 94.00 hr	6	\$ 564.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00 ea	2	\$ 192.00
Non-Shrink Grout sample pickup	\$ 9.50 ea	6	\$ 57.00
<b>Reinforcing Steel:</b>			
Reinforcing Steel Bend tests	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel Tensile tests	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel sampling (2 hrs. min.) - <i>location unknown</i>	\$ 94.00 hr	8	\$ 752.00
<b>Structural Steel:</b>			
Shop Welding Inspection (including material ID, obtain welder certs and weld procedures) - <i>location unknown</i>	\$ 86.00 hr	48	\$ 4,128.00
Field Welding Inspection	\$ 94.00 hr	20	\$ 1,880.00
High Strength Bolt Inspection	\$ 94.00 hr	16	\$ 1,504.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00 set	2	\$ 670.00
<b>Miscellaneous:</b>			
Sr. Technician - anchor test	\$ 94.00 hr	8	\$ 752.00
DSA (LVR 291 & GVR 293)	\$ 385.00 ea	2	\$ 770.00
Engineering	\$ 155.00 hr	4	\$ 620.00
<b>TOTAL:</b>			<b>\$ 20,242.00</b>

**Notes:**

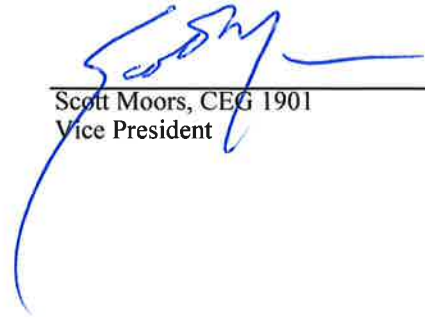
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- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

cc: Terms and Conditions  
2017 Fee Schedule



February 23, 2017

Proposal No: 2017.06.0044

**Oak Park Unified School District**  
5801 E. Conifer St.  
Oak Park, CA 91377

DSA: to follow  
File No.: to follow

ATTENTION: Keith Henderson

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Oak Park High School - Solar Photovoltaic Project**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	<u>Rate</u>		<u>Units</u>		<u>Total</u>
<b>Soils &amp; Pile Inspection:</b>					
Sr. Soils Technician with nuclear guage	\$ 94.00	hr	40	\$	3,760.00
Maximum Density (soil)	\$ 175.00	ea	1	\$	175.00
Geotechnical Engineer	\$ 155.00	hr	4	\$	620.00
<b>Concrete:</b>					
Concrete Batch Plant Inspection	\$ 94.00	hr	16	\$	1,504.00
Concrete Technician (cast cylinders, slump & temperature)	\$ 94.00	hr	16	\$	1,504.00
Concrete compression tests	\$ 20.00	ea	20	\$	400.00
Concrete cylinder pickup	\$ 9.50	ea	20	\$	190.00
Non-Shrink Grout Inspection	\$ 94.00	hr	6	\$	564.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00	ea	2	\$	192.00
Non-Shrink Grout sample pickup	\$ 9.50	ea	6	\$	57.00
<b>Reinforcing Steel:</b>					
Reinforcing Steel Bend tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel Tensile tests	\$ 50.00	ea	2	\$	100.00
Reinforcing Steel sampling (2 hrs. min.) - <i>location unknown</i>	\$ 94.00	hr	8	\$	752.00
<b>Structural Steel:</b>					
Shop Welding Inspection (including material ID, obtain welder certs and weld procedures) - <i>location unknown</i>	\$ 86.00	hr	48	\$	4,128.00
Field Welding Inspection	\$ 94.00	hr	20	\$	1,880.00
High Strength Bolt Inspection	\$ 94.00	hr	16	\$	1,504.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00	set	2	\$	670.00
<b>Miscellaneous:</b>					
Sr. Technician - anchor test	\$ 94.00	hr	8	\$	752.00
DSA (LVR 291 & GVR 293)	\$ 385.00	ea	2	\$	770.00
Engineering	\$ 155.00	hr	4	\$	620.00
<b>TOTAL:</b>				<b>\$</b>	<b>20,242.00</b>

**Notes:**

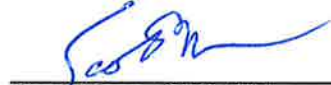
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- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

cc: Terms and Conditions  
2017 Fee Schedule



February 23, 2017

Proposal No: 2017.06.0042

**Oak Park Unified School District**  
5801 E. Conifer St.  
Oak Park, CA 91377

DSA: to follow  
File No.: to follow

ATTENTION: Keith Henderson

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Oak View High School / District Office - Solar Photovoltaic Project**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
<b>Soils &amp; Pile Inspection:</b>			
Sr. Soils Technician with nuclear gauge	\$ 94.00 hr	24	\$ 2,256.00
Maximum Density (soil)	\$ 175.00 ea	1	\$ 175.00
Geotechnical Engineer	\$ 155.00 hr	4	\$ 620.00
<b>Concrete:</b>			
Concrete Batch Plant Inspection	\$ 94.00 hr	8	\$ 752.00
Concrete Technician (cast cylinders, slump & temperature)	\$ 94.00 hr	8	\$ 752.00
Concrete compression tests	\$ 20.00 ea	15	\$ 300.00
Concrete cylinder pickup	\$ 9.50 ea	15	\$ 142.50
Non-Shrink Grout Inspection	\$ 94.00 hr	4	\$ 376.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00 ea	1	\$ 96.00
Non-Shrink Grout sample pickup	\$ 9.50 ea	3	\$ 28.50
<b>Reinforcing Steel:</b>			
Reinforcing Steel Bend tests	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel Tensile tests	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel sampling (2 hrs. min.) - <i>location unknown</i>	\$ 94.00 hr	8	\$ 752.00
<b>Structural Steel:</b>			
Shop Welding Inspection (including material ID, obtain welder certs and weld procedures) - <i>location unknown</i>	\$ 86.00 hr	32	\$ 2,752.00
Field Welding Inspection	\$ 94.00 hr	16	\$ 1,504.00
High Strength Bolt Inspection	\$ 94.00 hr	16	\$ 1,504.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00 set	2	\$ 670.00
<b>Miscellaneous:</b>			
Sr. Technician - anchor test	\$ 94.00 hr	8	\$ 752.00
DSA (LVR 291 & GVR 293)	\$ 385.00 ea	2	\$ 770.00
Engineering	\$ 155.00 hr	4	\$ 620.00
<b>TOTAL:</b>			<b>\$ 15,022.00</b>

**Notes:**

- 1 Proposal is based on previous similar projects. No plans or specifications were available at this time.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

*Reviewed By,*

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
Vice President

cc: Terms and Conditions  
2017 Fee Schedule

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.h. APPROVE AGREEMENT FOR DSA INSPECTOR OF RECORD SERVICES – PROJECT 17-01S, DISTRICTWIDE SOLAR INSTALLATION**  
ACTION

---

**ISSUE:** Shall the Board of Education approve an agreement with Kenco Construction Services, Inc. for DSA-required project Inspector of Record (IOR) services for Project 17-01S, Districtwide Solar Installation?

**BACKGROUND:** The Division of the State Architect requires that all construction projects submitted for its review and approval must have a DSA-approved Inspector of Record (IOR) and as appropriate, DSA-approved testing laboratory. Effective June 1, 2013, these services cannot both be provided by a single firm for the same project.

OPUSD Project 17-01S, Districtwide Solar Installation, will require the services of a DSA-approved firm to provide necessary IOR services during construction. Over the past two years, Kenco Construction Services has expertly and efficiently provided similar services for District construction projects. At the request of staff, Kenco Construction Services has submitted the accompanying proposal of estimated costs for this project; cost will be incurred only for actual IOR services provided. It is the recommendation of the Facilities and Construction management staff that the Board approve an agreement with Kenco Construction Services, Inc. for required DSA Inspector of Record services on this project

- ALTERNATIVES:**
1. Approve an agreement with Kenco Construction Services, Inc. for DSA-approved Inspector of Record services for Project 17-01S, Districtwide Solar Installation, based on the accompanying proposal.
  2. Do not approve an agreement for DSA-required construction testing services.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

---

Anthony W. Knight, Ed.D.  
 Superintendent

---

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____





DSA INSPECTIONS / MANAGEMENT  
A Division of the State Architects

EIN #27-2782038  
SOS Corp. # 3245180

[www.kencoconstructionservices.com](http://www.kencoconstructionservices.com)

*"Building Safe Schools"*

**Proposal for DSA Onsite Inspection.**

**Date:** 02-17-17

**Project Client:** **Oak Park Unified School District**  
5801 East Conifer Street. Oak Park, CA 91377  
Phone: (818) 735-3200

**Proposed Projects:** **6 Oak Park Solar Projects at various sites.**  
Brookside Elem. Medea Middle, Oak Hills Elem. Oak Park High,  
Oak View High, Red Oak Elem. - OPUSD  
Structures fabricated by PFMG Solar, Huntington Beach, Ca.

**DSA App. Number:** Pending                      **DSA File Number:** Pending

**Proposed Scope of Work:** On site DSA Project Inspections for the installation of 6 Photovoltaics/Solar Structures, including utilities and site work at 6 different locations.  
**Note:** Special inspection and testing for onsite and in-plant inspections are not included.

**Project Rate:** \$85.00 per hour for DSA inspections with a 4 hour minimum per visit until scope of the approved drawing is complete. All required documentation included.  
Unless additional work becomes necessary per the District, the hours will not exceed 40 hrs. per week.

**Estimated Cost:** Estimated DSA inspection duration ..... **March 20<sup>th</sup>, 2017 to August 4<sup>th</sup>, 2017**  
\$85.00 per hr. x 100 days (800 hrs.) ..... **\$ 68,000.00**

**Total Estimated Proposal: \$ 68,000.00**

**Note:** KENCO will only bill for hours onsite and will provide district representation for any and all administration requirements at the districts direction during onsite inspections at no additional cost.  
Be advised that all inspections are subject to contractor performance.  
Therefore the total cost proposal is an estimate and subject to increase or credit.

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.

***KENCO Construction Services, Inc.***  
1230 Doris Ave. Oxnard, Ca. 93030  
Phone: (714) 981-2752 - E-mail: [kenhinge@kenco-inc.com](mailto:kenhinge@kenco-inc.com)

2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **March 1<sup>st</sup>, 2017** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oak Park Unified School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$85.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X \_\_\_\_\_

Ken Hinge, President  
 KENCO Construction Services, Inc.  
 Date: 02-17-17

X \_\_\_\_\_

District Authorized Agent  
 Oak Park Unified School District  
 Date:

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.i. APPROVE MEASURE R CONSTRUCTION CONTRACTS, PROJECT 14-16R, DISTRICTWIDE SCHOOL SIGNAGE – OAK PARK INDEPENDENT AND OAK VIEW HIGH SCHOOLS, AND DISTRICT ADMINISTRATIVE OFFICE**

ACTION

**ISSUE:** Shall the Board approve Measure R construction contracts for Project 14-16R, Districtwide School Signage – Oak Park Independent and Oak View High Schools, and District Administrative Office?

**BACKGROUND:** Included in the Measure R Master Plan, Project 14-16 R was approved to improve site signage at all sites to provide improved safety by making specific District facilities more easily identifiable by emergency first responders. All sites have now been completed except for Oak Park Independent and Oak View High Schools, and the District Administrative Office. District staff has solicited and received proposals for a concrete sign to identify the schools and offices on the 5701-5801 Conifer Street property. The Board is asked to award contracts for installation of the sign to the following companies on the District’s approved list of California Uniform Public Contract Cost Accounting Act (CUPCAA) contractor list:

<b>CONTRACTOR</b>	<b>SCOPE OF WORK</b>	<b>AMOUNT</b>	<b>FUNDING</b>
Quick Crete Products	Concrete Sign Fabrication	\$ 9,169	Measure R
Hughes General Engineering	Concrete demo/foundation/install	21,632	Measure R
Welsh Structures	Structural Engineering	\$ 3,800	Measure R
<b>PROJECT TOTAL ESTIMATED COST</b>		<b>\$ 34,601</b>	

The planned work will be performed over the District’s spring break.

**ALTERNATIVES:**

1. Approve construction contracts in connection with Project 14-16R, Districtwide School Signage – Oak Park Independent and Oak View High Schools, and District Administrative Office with Quick Crete Products Corp., in the amount of \$9,169, Hughes General Engineering, Inc., in the amount of \$21,632, and Welsh Structures, Inc., in the amount of \$3,800, and authorize the use of Measure R bond funds for this work.
2. Do not approve the contracts.

**RECOMMENDATION:** Alternative 1.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

**BOARD MEETING, MARCH 21, 2017**

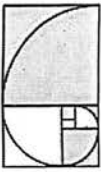
Approve Measure R Construction Contracts, Project 14-16r, Districtwide School Signage – Oak Park Independent And Oak View High Schools, And District Administrative Office

Page 2

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



**QCP**

Quick Crete Products Corp.  
Established 1976

# Price Quotation

Quote No. 0131096  
Quote Date 12/20/2016  
Revision Date 2/8/2017

SOLD TO: 01-OPUSD

OAK PARK UNIFIED SCHOOL DIST  
5801 E. CONIFER STREET  
OAK PARK, CA 91377

SHIP TO: 0002

OAK PARK DISTRICT SIGN  
5801 E. CONIFER STREET  
XST: \_\_\_\_\_  
OAK PARK, CA 91377

Confirm To: JULIE SUAREZ

Phone: (818) 735-3210 Ext:

Fax: (818) 865-8467

Email Address: jsuarez@oakparkusd.org

Ship To Contact: JULIE SUAREZ

Phone: (818) 355-7176 Ext:

Fax: (818) 865-8467

Email Address: jsuarez@oakparkusd.org

Customer P.O.	Terms of Quotation	Salesperson	Specifier
JULIE SUAREZ	50% DEPOSIT/50% COD	JUSTIN WAIT (CENTRAL COAST)	

Item / Item Description	Qty	UM	Unit Price	Amount
CUSTOMSIGN 60" HT X 10" TH X 140" L CUSTOM PRECAST CONCRETE STRAIGHT ONE SIDED C- NATURAL, T- SMOOTH, STANDARD GLOSS SEALER WITH PAINTED INSET LOGO AND LETTERING AND WITH (9) CAST IN QC SUPPLIED 3/4"DIA INSERTS WITH 24"L COIL ROD (TO MATCH Q2S PROFILE)(1EA-CUSTOMER SUPPLIED QUANTITY AND DIMENSIONS)DETAIL NA ITEM # 1	1.00	EACH	8,549.00	8,549.00

TO READ:

- 1ST LINE: LOGO (SIZE TBD)  
(TOP LEFTHAND CORNER)
- 2ND LINE: Education Services Center (SIZE TBD)  
(UPPERCASE AND LOWERCASE LETTERS)
- 3RD LINE: Oak View High School (SIZE TBD)  
(UPPERCASE AND LOWERCASE LETTERS)
- 4TH LINE: Oak Park Independent School (SIZE TBD)  
(UPPERCASE AND LOWERCASE LETTERS)
- 5TH LINE: Educating Compassionate and Creative Global Citizens

FONT: OPTIMA  
LOGO: INSET AND PAINTED BLUE  
PAINT: BLUE "TBD" AND QCP STD. WHITE

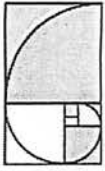
\*\*\*APPROX WT 6,897 LBS\*\*\*  
\*\*\*ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS, AND INSTALLATION  
REQUIRED BY OTHERS\*\*\*

ZSIKAFLEX SIKAFLEX 1A TUBE-LIMESTONE	2.00	EACH	0.00	0.00
PATCH KIT SMALL SMALL PATCH KIT, WITH INSTRUCTIONS. C- NATURAL, T- SMOOTH, STANDARD GLOSS SEALER	1.00	EACH	0.00	0.00

\*\*\*PLEASE NOTE\*\*\*  
A 50% DEPOSIT OF \$ 4,584.40 IS REQUIRED BEFORE PRODUCTION.  
DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

\*\*\*INSUFFICIENT SPECIFICATIONS\*\*\*  
QUICK CRETE RESERVES THE RIGHT TO ADJUST PRICING ACCORDINGLY ONCE SUBMITTALS  
ARE APPROVED FOR PRODUCTION.  
PROJECT SPECIFICATIONS WERE UNAVAILABLE OR NOT SUPPLIED TO QUICK CRETE WHEN  
BIDDING THIS PROJECT. QUICK CRETE RESERVES THE RIGHT TO ADJUST PRICING UPON  
RECEIPT OF THE PROJECT SPECIFICATIONS.

  
Customer Initial



**QCP**  
 Quick Crete Products Corp.  
 Established 1976

# Price Quotation

Quote No. 0131096  
 Quote Date 12/20/2016  
 Revision Date 2/8/2017

**SOLD TO:** 01-OPUSD

OAK PARK UNIFIED SCHOOL DIST  
 5801 E. CONIFER STREET  
 OAK PARK, CA 91377

**SHIP TO:** 0002

OAK PARK DISTRICT SIGN  
 5801 E. CONIFER STREET  
 XST: \_\_\_\_\_  
 OAK PARK, CA 91377

Confirm To: JULIE SUAREZ

Phone: (818) 735-3210 Ext: \_\_\_\_\_ Fax: (818) 865-8467  
 Email Address: jsuarez@oakparkusd.org

Ship To Contact: JULIE SUAREZ

Phone: (818) 355-7176 Ext: \_\_\_\_\_ Fax: (818) 865-8467  
 Email Address: jsuarez@oakparkusd.org

Customer P.O.	Terms of Quotation	Salesperson	Specifier
JULIE SUAREZ	50% DEPOSIT/50% COD	JUSTIN WAIT (CENTRAL COAST)	

Item / Item Description	Qty	UM	Unit Price	Amount
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\*\*\*QUICK CRETE PRODUCTS CORP. RESERVES THE RIGHT TO MODIFY ANY PRODUCT, DUE TO MATERIAL LIMITATIONS AND MANUFACTURING METHODS\*\*\*

**\*\*\*MANUFACTURER'S ESTIMATE\*\*\***

QUICK CRETE IS NOT RESPONSIBLE FOR THE TAKE-OFF PROVIDED, DIMENSIONS, QUANTITIES, APPROPRIATENESS OF THE PRODUCTS FOR CUSTOMER'S APPLICATION, ETC....WHICH ARE THE RESPONSIBILITY OF THE CUSTOMER.

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

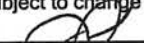
**This price quote expires on March 31, 2017**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

P.O. Box 639, Norco, CA 92860

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

Net Amount:	8,549.00
Sales Tax:	619.80
<b>Total Amount (USD):</b>	<b>9,168.80</b>

  
 Customer Initial

Hughes General Engineering, Inc.  
P.O. Box 2293, Camarillo, CA 93011  
License No. 644816-A  
jhughesinc@verizon.net  
(805) 642-7700 Fax (805) 642-7711



PROPOSAL AND CONTRACT  
Page 1  
REVISED

To: Oak Park Unified School Distr  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: Julie Suarez

Date: January 19, 2017  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Subject to the terms hereof, We hereby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Oak Park Concrete Sign  
Oak Park Ventura County  
Street Address \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See page 2 of proposal for detailed "Scope of Work"  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL PROPOSAL PER ATTACHED BREAKDOWN AND EXCLUSIONS: \$21,631.25

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, including terms & conditions and any attachments hereto, is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted: \_\_\_\_\_  
By: Jeff Hughes, President  
Hughes General Engineering, Inc. Date: \_\_\_\_\_

ACCEPTANCE

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, if a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the

# Hughes

General Engineering, Inc.

P.O. Box 2293  
Camarillo, Ca. 93011  
(805) 642-7700 Fax (805) 642-7711  
[jhughesinc@verizon.net](mailto:jhughesinc@verizon.net)  
License No. 644816-A

Page 2

## Description of Property: Oak Park Concrete Sign

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### SPECIFIC SCOPE OF WORK:

- 1) Demo old monument sign and haul off to local dump site.
- 2) Electrical (See Exclusions)
- 3) Install new sign footing (approximately 36"x15" long and 12" deep).  
Install 30"x16" stem wall with a pedestal column to receive new concrete sign
- 4) Sign by others, Hughes will install sign
- 5) Install colored sand finish cap to stem wall and pedestal, similar to one shown on pictures.
- 6) Face stem wall and pedestal with stone veneer similar to example per pictures.

### THIS IS A PREVAILING WAGE JOB

TOTAL \$21,631.25

### Special Exclusions:

- No Electrical or Electrical demo
- Not responsible for any bushes or landscaping
- Not responsible for any sprinklers or sprinkler systems
- Not responsible for any unknown items



Via Email: [khenderson@opusd.org](mailto:khenderson@opusd.org)

March 9, 2017

Mr. Keith Henderson  
Construction Manager  
Oak Park Unified School District  
5801 E. Conifer Street  
Oak Park, Ca 91377

RE: REVISED PROPOSAL TO PROVIDE STRUCTURAL ENGINEERING SERVICES FOR THE  
**DISTRICT OFFICE** SIGN FOUNDATION DESIGN FOR OAK PARK USD

Dear Keith,

Welsh Structures, Inc. (WSI) is pleased to submit our proposal regarding the above-referenced project.

**I. PROJECT DESCRIPTION**

We are pleased to submit this proposal for the above referenced project. It is our understanding that the scope of the project is to provide a structural engineering design for the District Office's new (replacement) concrete sign's foundation (footings) for precast concrete (5' x 12') sign, more particularly described in your email with attachments to us of March 3, 2017. All designs will be done in accordance with the 2016 CBC, 7-10 ASCE and any local governing codes. The footings shall be designed in accordance with the recommendations of the Geotechnical Report prepared by BSK Associates, BSK Project G17-010-11B. District to provide site plan with sign location for WSI to reference structural sections.

**II. SCOPE OF SERVICES**

Our proposed scope of structural design services shall consist of the following:

**A. CONSTRUCTION DOCUMENT PHASE**

1. Provide complete the structural analysis calculations and design of the sign's footings.
2. Prepare sealed CAD structural drawings, specifications and calculations reviewed, signed and sealed by a California licensed structural engineer.

3. Assist the Client in obtaining necessary approvals of drawings from the Local Agency if necessary. Submit structural drawings and calculations necessary to secure structural permits.

B. CONTRACT ADMINISTRATION PHASE

1. Review structural shop drawings and other structural submittals which are required by the Contract Documents.
2. Provide timely responses to RFIs.
3. Provide necessary support for change orders.
4. Assist the Architect in observing and reviewing the Work to ascertain general conformance with the Contract Documents

III. FEES

A. Our billing for the above-mentioned scope of services shall be based on a fixed fee of \$3,800.00 (Three Thousand Eight Hundred Dollars) of which 80% (\$3,040.00) will be charged for Construction Documents and 20% (\$760.00) for Construction Administration.

B. We shall invoice you monthly for fees and expenses and your payments shall be due within thirty (30) days of receipt of our invoice and or receipt of payment from your client.

C. Expenses

1. The following expenses are included in the basic fee:
  - a. Prints for WSI's internal office work.
  - b. Reproducible drawings and specifications of final Contract Documents prepared under this Agreement.
  - c. Computer cost and CAD utilization necessary for basic analysis and design.
  - d. Photographs, reproductions, courier service, and express mail.
  - e. Travel and related expenses.
2. The following expenses are excluded from, and in addition to, the basic fee and shall be billed at cost plus 10%:
  - a. Consultants for laboratory testing and evaluation of materials.
  - b. Plots & Copies for public bid purposes.

Handwritten note in a cloud shape:   
KAN  
OFUSD  
3/10/17

Keith Henderson

RE: REVISED PROPOSAL TO PROVIDE STRUCTURAL ENGINEERING SERVICES FOR THE DISTRICT  
OFFICE SIGN FOUNDATION DESIGN FOR OAK PARK USD  
March 9, 2017 Page 3 of 3

- c. Fees and expenses for securing approvals of governing authorities, including expediter fees.

**IV. ADDITIONAL SERVICES**

The following services are not included in the scope of services of this Agreement and are not included in the basic fee. If authorized by Client, WSI will perform the following additional services computed on the basis of the standard billing rates shown in the attached Schedule of Fees:

- A. Providing professional consulting services relative to work which is outside the scope of our work necessary for this project.
- B. Providing services necessary due to project changes, including, but not limited to, changes in scope, design, size, complexity, Owner's schedule, or the character of construction.
- C. Providing full-time observation or controlled inspection of the work.
- D. Serving as an expert witness or consultant or subpoenaed witness in connection with any public or private hearing, arbitration, or legal proceeding.
- E. As-built drawings.

**V. STANDARD CONDITIONS**

Welsh Structures, Inc. (WSI) Standard Conditions, which are attached hereto, are hereby made a part of this agreement.

We thank you for your consideration of our proposal and look forward to the opportunity to be of service to your office and staff.

If the above is acceptable to you, please sign and return this Agreement.

Very truly yours,

**WELSH STRUCTURES, INC.**



Stephanie Welsh, S.E.  
President

**ACCEPTED BY:**

**OAK PARK UNIFIED SCHOOL DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**WELSH STRUCTURES, INC.  
SCHEDULE OF RATES**

<b>TITLE</b>	<b>BILLING RATE</b>
Principal Structural Engineer	\$160.00/Hour
Associate Structural Engineer	\$120.00/Hour
Engineer	\$95.00/Hour
Cad Technician	\$80.00/Hour
Clerical	\$40.00/Hour

**Notes:**

(1) Out-of-pocket expenses including, but not limited to travel, printing, courier service, and special consultants, will be billed at our cost plus 5%.

(2) Rates are effective through December 31, 2017.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.j. APPROVE MODIFICATIONS TO FACILITY USE AGREEMENT WITH WESTLAKE-AGOURA GIRLS SOFTBALL ASSOCIATION**

ACTION

**ISSUE:** Shall the Board approve modifications to the facility use agreement with Westlake-Agoura Girls Softball Association for facility use at Oak View High School?

**BACKGROUND:** The administrations of Oak Park High School (OPHS) and Oak View High School (OVHS) have worked with the Westlake-Agoura Girls Softball Association (WAGS) to modify the existing agreement between WAGS and the District. Specifically, rather than maintain the current single agreement encompassing both school sites, the parties are seeking to establish two separate agreements for ease of administration.

The resulting proposed agreement between the District and WAGS for use of the OVHS softball accompanies this report for the Board’s review and information. It is the recommendation of staff that the Board approve the facility use agreement with Westlake-Agoura Girls Softball Association for use of the OVHS softball field and associated facilities.

**ALTERNATIVES:**

1. Approve the modifications to the facility use agreement between Oak View High School and Westlake-Agoura Girls Softball Association.
2. Do not approve the modifications to the facility use agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**FACILITIES USE AGREEMENT  
BETWEEN THE OAK PARK UNIFIED SCHOOL DISTRICT  
AND THE WESTLAKE AGOURA GIRLS SOFTBALL ASSOCIATION**

***THIS FACILITIES USE AGREEMENT*** (this “Agreement”) is made by and between the Oak Park Unified School District, a political subdivision of the State of California (“OPUSD”), and the Westlake Agoura Girls Softball Association, a California nonprofit corporation (“WAGS”), as of May 1, 2016 (the “Effective Date”). OPUSD and WAGS are sometimes referred herein collectively as the “Parties.”

**RECITALS**

***WHEREAS***, OPUSD owns that certain real property commonly known as Oak View High School, located at 5701 East Conifer Street, Oak Park, California 91377 (“OVHS”); and

***WHEREAS***, OVHS is improved with certain buildings, structures, and recreational fields, including a softball field; and

***WHEREAS***, OPUSD is authorized by certain statutes, including the Civic Center Act (codified in Education Code Sections 38130, *et seq.*) and certain OPUSD Board of Education (“Board”) policies to permit other persons or organizations to utilize district facilities for certain authorized purposes, including youth-oriented recreational activities, so long as such uses are in accordance with legal requirements and Board policies;

***WHEREAS***, WAGS desires to use the softball field, parking lot and certain restrooms at OVHS (the “Facilities”), which are depicted on Exhibit A, which is attached hereto and incorporated herein by reference, for the purposes set forth below, and OPUSD agrees to such use by WAGS on the terms and conditions set forth below; and

***NOW, THEREFORE***, in consideration of the foregoing recitals, the promises and covenants of the Parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

**1. Use of Facilities.**

a. **Purpose.** WAGS shall only be permitted to use the Facilities for the purpose of WAGS softball practices and games. WAGS shall not be permitted to use the Facilities for any other purposes without the prior written authorization of OPUSD.

b. **Time.** WAGS shall be permitted to use the Facilities for the full calendar year; provided, however, that WAGS shall not have use of the Facilities before 8:00 a.m. or after sundown, or during regular school hours (Monday through Friday from 8:00 a.m. to 3:00 p.m. during the academic school year) and further provided that WAGS’s use of the Facilities shall not interfere with OVHS graduation, Back to School Night, or Open House.

c. Third Party Rentals. In the event that OPUSD wishes to rent out the Facilities to a third party during WAGS's specified times of use, OPUSD agrees to obtain prior permission from WAGS. Use of the Facilities by outside groups is governed by the Civic Center Act and OPUSD Board policies, rules and regulations.

d. Permits. WAGS shall be solely responsible for obtaining any use permits, licenses or other permission for its activities from any governmental agencies, aside from the OPUSD, having jurisdiction over WAGS's business operations and use of the Facilities.

e. Reservation of Rights. OVHS reserves the right to supersede the softball field time allocated to WAGS in the event that OVHS needs to reschedule a school event.

## 2. Conditions of Use.

a. Keys. OPUSD shall provide one (1) OVHS gate key and one (1) OVHS bathroom key to the WAGS Commissioner. The WAGS Commissioner assumes responsibility for the keys and oversight of this Agreement. An annual one thousand dollar (\$1,000.00) key deposit per key shall be required at time of issuance. Upon termination of this Agreement, WAGS shall return the keys to OPUSD and in return, WAGS shall receive the one thousand dollar (\$1,000.00) deposit per key; in accordance with Board policy, any loss of keys shall result in the forfeiture of the security deposit. WAGS expressly acknowledges that unauthorized fabrication, duplication, possession, or use of OPUSD keys is a crime under California Penal Code Section 469, and that school keys are property of the State of California and may be recovered at any time.

b. Gates. WAGS shall be responsible for opening gates before WAGS's use of the Facilities and locking gates immediately after WAGS's use of the Facilities. WAGS shall be responsible for any damage sustained or injury incurred due to WAGS's failure to lock the gates after WAGS's use of the Facilities.

c. Patrons. WAGS shall be responsible for patrons in attendance of games or practices.

d. Classroom Facilities. WAGS shall not have access to the school classroom facilities.

e. OVHS Restrooms. WAGS shall be responsibility for the cleaning and restocking of the restrooms each Saturday and Sunday after usage. OPUSD shall be responsible for cleaning and restocking of the restrooms Monday through Friday during the academic school year. Each Party is responsible for the regulation and the repair of any damage sustained of the bathrooms during their specific time.

f. Trash and Recycling. OPUSD shall supply trash and recycling bins on site at no cost to WAGS. WAGS shall maintain the trash and recycle receptacles being used at OVHS

and OPIS at WAGS events and, on a regular basis, empty any trash into the designated large trash bins on site. WAGS shall ensure that the Facilities are left in a clean condition after each WAGS event.

g. Movie Night. WAGS may hold one (1) family movie night per year at the Facilities. The event must be completed by 8:30 p.m.

h. Parking. WAGS participants, staff and invitees may park in the parking lot at OVHS for scheduled WAGS events. Parking, drop off, and pick up is not permitted on the Country Vista II Homeowners Association (HOA) street. For purposes of this agreement, the HOA street is defined as any and all of the private streets west of the intersection of Conifer Street and Sunny Vista Avenue that are part of the Country Vista II Homeowners Association.

i. Alterations. WAGS shall not make structural modifications or improvements to the Facilities or other OPUSD property without OPUSD's prior written consent.

j. Controlled Substances. WAGS shall not permit the use or consumption of alcoholic beverages, illegal drugs or tobacco products on OPUSD property at any time.

**3. Consideration.** On or before the Effective Date, WAGS shall pay OPUSD twenty thousand dollars (\$20,000.00) as reimbursement for a five (5)-foot homerun fence with black mesh, yellow casing, and Oak Park Independent School, OVHS, and WAGS logos, which fence has already been installed by OPUSD. Any balance of the twenty thousand dollars (\$20,000.00) shall be allocated to OPUSD to use in any manner that complies with applicable law and district policy.

**4. Term.**

a. Initial Term. The term of this Agreement shall be from the Effective Date of May 1, 2016 to January 1, 2020 (the "Term"), unless extended or earlier terminated, as specified below.

b. Extension of Term. WAGS may request the right to use the Facilities after the expiration of the Term; provided, however, that any extension of the Term shall be in OPUSD's sole discretion.

c. Early Termination by OPUSD. OPUSD shall have the right, at any time during the Term, to terminate this Agreement immediately by written notice to WAGS upon a breach of the Agreement by WAGS or upon violation by WAGS, its employees, volunteers or agents of any law, rule, regulation, ordinance, or Board policy. OPUSD reserves the right to terminate any activity or use that may not be in the best interest of OPUSD or the community. Any early termination under this Section shall not release WAGS from the payment of any sum then due to OPUSD or from any claim for damages against WAGS.



d. Early Termination by WAGS. WAGS shall have the right, at any time during the Term, to terminate this Agreement by written notice to OPUSD.

**5. Facilities in "AS IS" Condition.** OPUSD permits WAGS to utilize the Facilities on an "AS IS" basis. OPUSD shall not be required to make any alterations, additions or improvements to the Facilities. WAGS acknowledges that OPUSD has not made any representation or warranty as to the suitability of the Facilities for WAGS's purposes.

**6. Limited Right of Access.** WAGS, its agents, employees and invitees shall have the right of ingress and egress to and from the Facilities over such other portions of OPUSD's property at OVHS as reasonably necessary for the use of the Facilities; provided, however, that such right of ingress and egress shall be limited to the purpose and scope expressly provided in this Section 6 and shall not imply or constitute any additional rights or privileges.

**7. Maintenance and Repair of the Softball Fields; Damage and Destruction.**

a. Annual Maintenance. WAGS shall be responsible for the annual maintenance of the softball fields. This maintenance shall include annual conditioning of the infield dirt; provision of any necessary extra dirt; any necessary repair and maintenance of outfield fencing, outfield fencing mesh, and outfield fencing yellow cone; any necessary repair and maintenance of lipped areas of the outfield sod; and any necessary relining of the fields.

b. Ongoing Maintenance. OPUSD shall be responsible for the mowing, fertilization, aeration, watering and irrigation repairs of the softball fields.

c. Damage/Destruction. In the event that the Facilities are damaged or destroyed during use under this Agreement by WAGS, WAGS shall, at the option of OPUSD, (i) immediately reimburse OPUSD for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use, or (ii) effectuate the prompt repair of the damage to the pre-damage condition to the reasonable satisfaction of OPUSD.

**8. WAGS Program Administration; Supervision and Control.**

a. WAGS represents and warrants that it is qualified to administer its business operations.

b. WAGS shall be solely responsible for the administration of its business operations, including, but not limited to, the hiring and supervision of its employees, volunteers, subcontractors, agents and consultants. WAGS shall be solely responsible for verifying the qualifications and credentials of its employees, volunteers, subcontractors, agents and consultants who provide services in conjunction with this Agreement. Unless OPUSD determines that WAGS employees, volunteers, subcontractors, agents and consultants will have only limited contact, if any, with OPUSD students, pertinent WAGS employees, volunteers,

subcontractors, agents and consultants shall comply with all criminal background investigation requirements set forth in Education Code Section 45125.1, any other applicable law and OPUSD policy.

c. WAGS shall be solely responsible for the supervision and control of all WAGS program activities on OPUSD property, including the Facilities and related areas of ingress and egress.

**9. Nature of Relationship.**

a. The Parties agree that this Agreement is by and between two independent entities, and that nothing contained herein shall be construed to be inconsistent with the independent relationship of the Parties. WAGS shall be, and at all times is, acting and performing as independent from OPUSD, and not as a partner, joint-venturer, agent, or employee of OPUSD. WAGS is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of OPUSD or to bind OPUSD in any manner.

b. WAGS acknowledges and agrees that its employees shall not be eligible for any OPUSD employee benefits, including, but not limited to, coverage under the California workers' compensation insurance laws, unemployment insurance, health insurance, pension plans, or any other benefits normally offered or conveyed to OPUSD employees. WAGS assumes full responsibility for applicable withholding taxes for all compensation paid and owed to its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to WAGS's business operations, including, but not limited to, state worker's compensation insurance requirements and any U.S. immigration visa requirements. WAGS agrees to indemnify, defend and hold OPUSD harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes and labor or employment requirements.

**10. Compliance with Laws.**

a. WAGS hereby agrees that WAGS, its officers, agents, volunteers, and subcontractors shall obey all local, state, and federal laws and regulations, and OPUSD policies, including Board policies, in the performance of this Agreement. WAGS further agrees to certify the foregoing as set forth in the Statement of Information attached hereto as Exhibit B and incorporated herein by reference.

b. WAGS represents and agrees that it does not and shall not discriminate against any participant or volunteer because of race, religion, color, sex, or national origin.

c. WAGS shall refrain from applying any pesticides in and around the softball field at OVHS. Pesticide application is subject to Education Code Sections 17608 through 17614, the Healthy Schools Act, and shall be conducted solely by OPUSD.

d. WAGS shall be responsible for all costs of clean up and/or removal of spilled regulated substances, including, but not limited to paint, at OVHS caused by the operations of WAGS or any of its subcontractors, consultants, agents or volunteers.

**11. Indemnification.**

a. To the fullest extent permitted by California law, WAGS agrees to defend, indemnify, and hold harmless OPUSD, its officers, agents, employees, and volunteers from any and all claims, demands, losses, damages, expenses, legal fees, costs, and other obligations arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of (i) the use of OPUSD real property, including, but not limited to, the Facilities and any areas of ingress and egress at OVHS, by WAGS, its officers, agents, volunteers, participants, subcontractors and invitees, and (ii) the supervision and control of WAGS program activities on OPUSD real property. The foregoing obligation shall be applicable irrespective of whether the particular act or omission is authorized by this Agreement or not. WAGS shall also pay for any and all damage to the real and personal property of OPUSD, or loss or theft of such real and personal property, done or caused by WAGS, its officers, agents, volunteers, participants, subcontractors and invitees. OPUSD assumes no responsibility whatsoever for any personal property placed on OPUSD premises by WAGS, or its officers, agents, volunteers, participants subcontractors or invitees. WAGS further hereby waives any and all rights of subrogation that it may have against OPUSD. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of OPUSD or any of its officers, agents, employees, students, subcontractors and/or volunteers.

b. To the fullest extent permitted by California law, OPUSD agrees to defend, indemnify, and hold harmless WAGS, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages, expenses, legal fees, costs, and other obligations arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of OPUSD's use of the Facilities, including use by any of its officers, agents, employees, students, subcontractors and/or volunteers, whether such act or omission is authorized by this Agreement or not. OPUSD shall also pay for any and all damage to the personal property of WAGS, or loss or theft of such personal property, done or caused by such persons. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of WAGS or any of its officers, agents, employees, participants, subcontractors and/or volunteers.

c. In no event shall OPUSD's aggregate liability arising out of or related to this Agreement, regardless of the form of action, exceed five million dollars (\$5,000,000.00).

d. In no event shall either Party be held liable for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement.

**12. Insurance.**

a. Within fifteen (15) days of the Effective Date, OPUSD shall provide WAGS with a certificate of insurance, or a substantially equivalent document, showing evidence of the OPUSD’s general liability insurance coverage and shall also provide a “Policy Endorsement Form” naming WAGS as an additional insured.

b. Within fifteen (15) days of the Effective Date, WAGS shall provide OPUSD with a certificate of insurance, or a substantially equivalent document, showing evidence of WAGS’s general liability insurance coverage and shall also provide a “Policy Endorsement form” naming OPUSD as an additional insured.

c. Each Party shall secure, carry, and maintain at all times during the terms of this Agreement, at their own sole cost, and expense, the following insurance coverage:

	Each Occurrence	Aggregate
Commercial General Liability	\$ 2,000,000	\$ 5,000,000
Personal Automobile Liability	\$ 100,000	\$ 300,000
Commercial Automobile Liability	\$ 1,000,000 combined single limit	
Abuse and Molestation	\$ 1,000,000	\$ 2,000,000

d. Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage. Any and all subcontractors hired by the Parties in connection with the Facilities shall maintain such insurance unless the Parties’ insurance covers the subcontractor and its employees. The Parties and any and all of the Parties’ subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.

e. Insurance written on a “claims made” basis is to be renewed by the Parties and all of the Parties’ subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement.

f. Failure on the part of the Parties, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of this Agreement allowing for termination of this Agreement by the aggrieved Party after providing notice and a reasonable opportunity to obtain the required coverage.

**13. No Assignment.** WAGS shall not assign, license, transfer, sublet or otherwise encumber its interest, rights or duties in this Agreement or in the Facilities without the prior written consent of OPUSD, and any attempt to do so shall be void, and shall at the option of OPUSD immediately terminate this Agreement. OPUSD’s consent to one assignment, subcontract or transfer shall not be deemed to constitute consent to any subsequent

assignment, subcontract or transfer. No assignment, subcontract or transfer shall relieve WAGS of its obligations under this Agreement.

**14. Successors and Assigns.** Subject to Section 12, all of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of WAGS.

**15. Governing Law; Venue.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the County of Ventura, State of California. Each Party hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts of Ventura County. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

**16. Dispute Resolution.** The Parties agree that, in the event of any dispute under this Agreement, the Parties shall first submit the matter to a mutually agreed upon mediator. If the Parties cannot agree upon a mediator, then each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. Notwithstanding Section 16, Attorneys' Fees, the cost of the mediator shall be borne equally by the Parties. If the dispute or claim is resolved successfully through mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediator is unable to resolve the dispute, then the mediator shall provide written notice to the Parties reflecting the same, in which event the Parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association. The Parties agree that all applicable statutes of limitation shall be tolled while the mediation procedures specified in this Agreement are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision. Notwithstanding the requirements set forth herein, the Parties shall not be required to engage in mediation prior to commencing an action in equity seeking injunctive relief.

**17. Attorneys' Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such actions or proceeding; provided, however, that a Party shall not be entitled to attorneys' fees if that Party refused or failed to participate in mediation in good faith in accordance with Section 16, above.

**18. Construction of Agreement.** Each Party participated in the drafting and preparation of this Agreement. Therefore, the provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties equally prepared this Agreement.

19. **Headings.** The Section headings used herein are for the purpose of convenience only and shall not be deemed to limit the subject of the Sections or to be considered in their construction.

20. **Taxes.** In the unlikely event that WAGS's use of the Facilities results in any tax being assessed against OPUSD, WAGS agrees to and shall pay said taxes prior to the date of delinquency thereof and provide proof of such payment to OPUSD upon demand.

21. **Authority.** The Parties represent and warrant that they each have all requisite power and authority to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

22. **Modifications.** Any modifications, amendment, or extension of this Agreement must be in writing and signed by each of the Parties.

23. **No Waiver.** The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement.

24. **Severability.** If any provision of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written.

26. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, prepaid and return receipt requested, addressed as follows:

WAGS: Westlake Agoura Girls Softball  
Attention: WAGS Commissioner  
5739 Kanan Road, Suite 127  
Agoura Hills, CA 91301

OPUSD: Oak Park Unified School District  
Attention: Martin Klauss, Assistant Superintendent

5801 Conifer Street  
Oak Park, CA 91377

Notice shall be deemed effective on the date personally delivered, or, if mailed, three (3) working days after deposit of same in the custody of the United States Postal Service. Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above.

**27. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or scanned PDF transmitted by email, provided that original counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

***IN WITNESS WHEREOF,*** the Parties have executed this Agreement as of the dates listed below.

**“WAGS”**

\_\_\_\_\_  
Mark Carlson, WAGS Commissioner  
Date \_\_\_\_\_

\_\_\_\_\_  
William Briggs, WAGS Sargent at Arms  
Date \_\_\_\_\_

**“OPUSD”**

\_\_\_\_\_  
Martin Klauss, Assistant Superintendent  
Date \_\_\_\_\_

\_\_\_\_\_  
Stewart McGugan, OVHS Principal  
Date \_\_\_\_\_

**EXHIBIT A  
PICTORIAL DEPICTION OF THE FACILITIES**



**FACILITIES USE AGREEMENT BETWEEN THE OAK PARK UNIFIED SCHOOL DISTRICT  
AND THE WESTLAKE AGOURA GIRLS SOFTBALL ASSOCIATION**



**EXHIBIT B  
STATEMENT OF INFORMATION**

The undersigned certifies that, to the best of his or her knowledge, the persons and organization for which this Facilities Use Agreement is made uphold the state and federal constitutions, and affirms that, to the best of his or her knowledge, the school property for use of which agreement is made will not be used for the commission of any crime or any act prohibited by law; any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work; or any use which involves the possession, consumption or sale of alcoholic beverages or any restricted substances, including tobacco use.

This statement is made under the penalties of perjury.

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Date

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Signature

Mark Carlson, WAGS Commissioner  
Westlake Agoura Girls Softball Association

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.k APPROVE MEASURE R CONSTRUCTION CONTRACT, PROJECT 17-04R, EMERGENCY SIDEWALK REPAIRS AT BROOKSIDE ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board approve construction contracts in connection with Project 17-04R, Emergency Sidewalk Repairs at Brookside Elementary School?

**BACKGROUND:** The District’s Maintenance Department has determined that a pedestrian tripping hazard exists at Brookside Elementary School on the sidewalk and parkway area on Satinwood Avenue, immediately adjacent to the kindergarten and primary playgrounds. Necessary repair work will require the removal and replacement of both concrete walkways and trees. In order to prevent potential injuries, the Board is asked to award a contract for emergency repairs to the following company on the District’s approved list of California Uniform Public Contract Cost Accounting Act (CUPCAA) contractor list:

CONTRACTOR	SCOPE OF WORK	AMOUNT	FUNDING
Hughes General Engineering	Concrete Removal/Replacement	\$ 88,322	Measure R

The planned corrective concrete work will be performed over the District’s spring break. Phase 2 of the project for tree removal and replacement will be brought to the Board at a subsequent meeting.

District maintenance and construction management staff have found that the work is essential and recommend that the emergency repairs be funded from the Measure R bond fund. Measure R bond language specifically authorizes use of bond funds to “Repair, replace, or construct site improvements, including sidewalks and walkways...” It is recommended that the Board authorize the revision of the District’s Facility Master Plan to incorporate this project, to be funded by Measure R bond funds.

- ALTERNATIVES:**
1. Ratify construction contracts in connection with Project 17-04R, Emergency Sidewalk Repairs at Brookside Elementary School to Hughes General Engineering, Inc., in the amount of \$88,322 plus 2.5 % for the required contract performance and payment bond, and authorize the use of Measure R bond funds for these emergency repairs.
  2. Do not ratify the contracts.

**RECOMMENDATION:** Alternative 1.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

**BOARD MEETING, MARCH 21, 2017**

Approve Measure R Construction Contract, Project 17-04R,  
Emergency Sidewalk Repairs at Brookside Elementary School  
Page 2

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Hughes General Engineering, Inc.  
P.O. Box 2293, Camarillo, CA 93011  
License No. 644816-A  
[jhughesinc@verizon.net](mailto:jhughesinc@verizon.net)  
(805) 642-7700 Fax (805) 642-7711



PROPOSAL AND CONTRACT  
Page 1  
REVISED

REVISED 3-2-17

To: Oak Park Unified School Dist.  
5801 Conifer Street  
Oak Park, CA 91377

Attn: Keith Henderson

Date: February 21, 2017

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Subject to the terms hereof, We hereby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Brookside Elementary School

165 Satinwood Avenue Oak Park, CA 91377 Ventura County

Street Address

Description of Work: Remove and replace sidewalk, pavers and sections of curb and gutter in front of school

See page 2 of proposal for detailed "Scope of Work"

**\$88,322.00**

**TOTAL PROPOSAL PER ATTACHED BREAKDOWN AND EXCLUSIONS:**

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, including terms & conditions and any attachments hereto, is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted: \_\_\_\_\_ By: Jeff Hughes, President

Hughes General Engineering, Inc. Date: \_\_\_\_\_

**ACCEPTANCE**

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, if a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the register, Contractors State board, P.O. Box 26000, Sacramento, CA 95826.

# Hughes

General Engineering, Inc.

P.O. Box 2293

Camarillo, Ca. 93011

(805) 642-7700 Fax (805) 642-7711

[jhughesinc@verizon.net](mailto:jhughesinc@verizon.net)

License No. 644816-A

Page 2

Description of Property: **Brookside Elementary School - REVISED 3-2-2017**

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## SPECIFIC SCOPE OF WORK:

1)	Remove and replace approximately 4,665 sq.ft. of sidewalk with #3 @ 18" on center each way, 4" thick 3000 # psi	\$58,312.00
2)	Remove grass and dirt in planter area to depth of 3"	\$6,210.00
3)	At approximately 13 locations block out for tree wells. Have 8x8 thickened edge	\$1,300.00
4)	Install driveway apron 26' total in length	\$3,500.00
5)	R & R approximately 233 lf. Of curb and gutter, approximately 5 locations	\$11,600.00
6)	AC Paving	\$1,800.00
7)	All spoils and debris to be hauled off to appropriate locations	
8)	ADA requirements to conform - no work to be more than 2% cross fall	
9)	Includes AB219 fees	
10)	Fourteen (14) access walks 5x5 colored concrete, sand finish at landscape area only.	\$5,600.00
	<b>TOTAL</b>	<b>\$88,322.00</b>

## Special Exclusions:

No permits

Not responsible for existing trees nor root pruning, irrigation or landscaping

No testing, No inspections

No temporary fencing

No DSA Inspections

No underground utilities encountered

No Bonds

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.1. RATIFY MEASURE R CONSTRUCTION CONTRACT,  
PROJECT 17-05R, EMERGENCY SIDEWALK REPAIRS AT  
OAK HILLS ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board ratify a construction contract in connection with Project 17-05R, Emergency Sidewalk Repairs at Oak Hills Elementary School?

**BACKGROUND:** The District’s Maintenance Department has determined that a pedestrian tripping hazard exists on the sidewalk approaching Oak Hills Elementary School, in an area immediately adjacent to the driveway entrance. In order to prevent potential injuries, the Board is asked to ratify the award of a contract for emergency repairs to the following company on the District’s approved list of California Uniform Public Contract Cost Accounting Act (CUPCAA) contractor list:

CONTRACTOR	SCOPE OF WORK	AMOUNT	FUNDING
Hughes General Engineering	Concrete Removal/Replacement	\$ 4,888	Measure R
<b>PROJECT TOTAL ESTIMATED COST</b>		<b>\$ 4,888</b>	

The corrective work was performed on March 10 and 11, 2017.

District maintenance and construction management staff have found that the work is essential and recommend that the emergency repairs be funded from the Measure R bond fund. Measure R bond language specifically authorizes use of bond funds to “Repair, replace, or construct site improvements, including sidewalks and walkways...” It is recommended that the Board authorize the revision of the District’s Facility Master Plan to incorporate this project, to be funded by Measure R bond funds.

**ALTERNATIVES:**

1. Ratify construction contracts in connection with Project 17-05R, Emergency Sidewalk Repairs at Oak Hills Elementary School to Hughes General Engineering, Inc., in the amount of \$4,888, and authorize the use of Measure R bond funds for these emergency repairs.
2. Do not ratify the contracts.

**RECOMMENDATION:** Alternative 1.

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, MARCH 21, 2017**  
Ratify Measure R Construction Contract, Project 17-05R,  
Emergency Sidewalk Repairs at Oak Hills Elementary School  
Page 2

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Hughes General Engineering, Inc.  
P.O. Box 2293, Camarillo, CA 93011  
License No. 644816-A  
jhughesinc@verizon.net  
(805) 642-7700 Fax (805) 642-7711



To: Oak Park Unified School Dist.  
5801 E. Conifer Street  
Oak Park, CA 91377

Date: March 6, 2017

Phone: \_\_\_\_\_

Attn: Julie Suarez

Email: \_\_\_\_\_

Subject to the terms hereof, We hereby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Oak Hills Elementary School  
1010 Kanan Road Oak Park 91377 Ventura County  
Street Address

Description of Work: Remove and replace concrete flatwork

See page 2 of proposal for detailed "Scope of Work"

TOTAL PROPOSAL PER ATTACHED BREAKDOWN AND EXCLUSIONS: \$4,887.50

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, including terms & conditions and any attachments hereto, is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted: \_\_\_\_\_  
By: Jeff Hughes, President

Hughes General Engineering, Inc. Date: \_\_\_\_\_

ACCEPTANCE

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted: [Signature] Date: 3/6/17

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, if a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the register, Contractors State board, P.O. Box 26000, Sacramento, CA 95826.



# Hughes

General Engineering, Inc.

P.O. Box 2293

Camarillo, Ca. 93011

(805) 642-7700 Fax (805) 642-7711

[jhughesinc@verizon.net](mailto:jhughesinc@verizon.net)

License No. 644816-A

Page 2

Description of Property:

**Oak Hills Elementary School Flatwork**

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**SPECIFIC SCOPE OF WORK:**

Remove and replace approximately 236 sq. ft. of concrete flatwork and 13 lf. Of 6" curb located at Oak Hill Elementary School Entrance.

Work to include removal of concrete

Haul-off of debris

Installation of rebar.

Place and finish concrete

**TOTAL**

**\$4,887.50**

**Special Exclusions:**

No permits

No testing, No inspections

No temporary fencing

No Bonds

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.m. APPROVE MEASURE C6 BOND FUND EQUIPMENT PURCHASE – DISTRICT-WIDE EMERGENCY RADIO SYSTEM UPGRADES**

ACTION

**ISSUE:** Shall the Board approve a Measure C6 bond fund equipment purchase for the replacement of aging emergency antennas, repeaters, and radios, to be designated as Project 17-06C?

**BACKGROUND:** As approved by Oak Park voters, Bond Measure C6 specifically provides funding “to improve student safety and replace aging school equipment”. For the 2016-17 school year, the District’s Maintenance and Operations staff has identified Phase 2 of the plan to replace and upgrade the aging emergency radio system equipment, including antennas, repeaters and radios.

Requests for quotes from local vendors resulted in two proposals. However, only one proposal met the school district’s needs received from Ryan Communications. A copy of the proposal is included for the Board’s review. It is recommended that the Board authorize the purchase of the emergency radio system utilizing Measure C6 funds, to be designated as Project 17-06C.

- ALTERNATIVES:**
1. Approve the purchase of emergency radio system from Ryan Communications of Woodland Hills, California, in the total amount of \$20,627, to be funded from the Measure C6 bond fund.
  2. Do not approve the purchase of emergency radio system.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**Ryan Communications  
4872 Topanga Canyon Blvd., # 360  
Woodland Hills, CA 91364  
818-703-6485 voice**

**March 10, 2017**

**Annette Segal  
Business and Administrative Services Assistant  
Oak Park Unified School District  
5801 E. Conifer Street  
Oak Park, CA 91377**

**Annette,**

**Here are the costs for the radio upgrades that you requested.**

- 1) Upgrade/replace/add Digital radios in all 6 M&O vehicles for safety and emergency backup and response. Package includes M&O digital base station– equipment and installation \$4,170.00.**

**Kenwood NX-820 UHF analog/digital radio with alpha numeric display, hand mic and 2 year factory warranty.**

**Replace M&O base: \$525.00.**

**Replace M&O mobile radios: \$525.00 each, 6 units \$3150.00**

**Install mobile radio \$170.00 each vehicle, 6 installs \$1020.00.**

- 2) Replace and upgrade to digital the 7-10 year old walkie talkie radios at Medea Creek Middle School these 32 radios are Phase 2 of the 5 year radio replacement changing out old Motorola radios to digital for safety on school campuses. OPHS and all Emergency radios were changed out in phase 1 in 2015/16.**

**Kenwood NX-340K: 32 channel, 5 watt, Digital/Analog, portable radio with, Li-Ion battery, drop in trickle/fast charger, antenna, belt clip, programming and 3 year factory warranty.**

**\$ 295.00 each, 32 units, \$9,440.00.**

**KMB-28, six unit charger base.**

**\$ 156.25, 4 units, \$625.00.**

- 3) Upgrade from dual to Tri-Band antenna and mount for MCMS and M&O to improve emergency HAM radio EOC communications as identified by the Ventura County ACS Areas 2 Operational Readiness Team for Emergency Preparedness.**

Comet-NCG 144 / 440 / 1.2 GHz antenna w/non penetrating antenna mount, coax cable and connectors.

\$455.00 each, 2 units \$910.00.

Install Tri-Band antenna: \$225.00 each, 2 installs \$450.00

- 4) Portable radio for Director of Business Operational.**

Kenwood NX-340K: 32 channel, 5 watt, Digital/Analog, portable radio with, Li-Ion battery, drop in trickle/fast charger, antenna, belt clip, programming and 3 year factory warranty.

\$ 295.00.

- 5) Hands free Digital Speaker Microphones for M&O staff portable radios for safety.**

KMC-45 speaker/mic.

\$65.00 each, 6 units \$390.00.

- 6) Power supply replaces 12 year power supply with 10 year lifespan for emergency HAM radio mobile carts at DO and MCMS for Emergency Operational Centers as identified by the Ventura County ACS Area 2 Operational Readiness Team for Emergency Preparedness.**

Powerwerx SS-30DV

\$145.00 each, 2 units \$290.00.

- 7) Deep Cycle Optima battery replaces 12 year old batteries with lifespan of 10 years for the 2 HAM radio mobile carts at DO and MCMS for Emergency Operational Centers as identified by the Ventura County ACS Area 2 Operational Readiness Team for Emergency Preparedness.**

Optima group D34/78 deep cycle battery.

\$245.00 each, 2 units \$490.00.

- 8) SMA cable adaptor for portable HAM radio Emergency Operation Centers.**

\$15.00 each, 2 units \$30.00.

**9) Cross band 2M/440 repeater to allow radios at the district office to communicate on the Ham 440 repeaters. The cross band repeater will be located at MCMS and will include the radio, antenna system, power supply and back-up battery as recommended by the Ventura County ACS Area 2 Operational Readiness Team for Emergency Preparedness.**

**\$1,320.00.**

**Install cross band repeater \$425.00.**

**Radio equipment cost: \$17,465.00**

**Installation cost: \$1,895.00**

**Sales tax: \$1,266.22**

**Total: \$20,626.22.**

**If you have any questions, please call me.**

**Kevin Ryan**

**818-439-7077 cell**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.2.n. APPROVE ACCEPTANCE OF DONATIONS**

ACTION

**ISSUE:** Shall the Board acknowledge and accept donations made to the Oak Park Unified School District?

**BACKGROUND:** The following donations have been made to the District:

Site/Program	Gift/Donor	Gift
Red Oak Elementary School	Michael Dettore	Luc Bodden Memorial Monument Post
Red Oak Elementary School	Gothic Landscape	Olive Tree Transportation and Installation for Luc Bodden Memorial
Oak Park High School/Robotics Club	Santa Clarita Community College District - College of the Canyons	\$3,000 grant

**RECOMMENDATION:** Accept the donation with thanks.

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.3.a. APPROVE CONTRACT FOR NON-PUBLIC SCHOOL SERVICES FOR SPECIAL EDUCATION STUDENT #13-16/17**

**ACTION**

---

**ISSUE:** Should the Board of Education approve this contract for non-public school services for this student?

**BACKGROUND:** This thirteen-year-old, seventh grade student was recently placed by the IEP team at Summit View School, a non-public school operated by The Help Group. The cost of the special education and related services for the remainder of the 2016-2017 school year is \$13,503.20. The District will receive an estimated \$3,600.00 in revenue limit funds for students in grades 7-8, reducing the actual cost to \$9,903.20.

**ALTERNATIVES:** 1) Fund this non-public school.  
 2) Do not fund this non-public school.

**RECOMMENDATION:** Alternative #1

**RATIONALE:** The District is required by law to provide the services stated on a student’s IEP. The Help Group – Summit View is a certified non-public school.

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on February 21, 2017, or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Oak Park Unified School District	
Address		5801 Conifer Street	
City, State Zip		Oak Park, CA 91377	
LEA Case Manager		Susan Roberts	
Phone and E-Mail		sroberts@oakparkusd.org	
Student Last Name		Student First Name	
Grade	D.O.B.	Sex	
Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			
Home Phone	Work	Cell	
Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			
Home Phone	Work	Cell	

Nonpublic School/Agency		The HELP Group (Summit View) (#13 16/17)	
Address		13130 Burbank Blvd	
City, State, Zip		Sherman Oaks, CA 91340	
IEP Coordinator Name		Carol Coelho, Contract Administrator	
Phone	818 779 5105	Fax	
E-Mail		ccoelho@thehelpgroup.org	
Program Administrator Name			
Phone		Fax	
E-Mail			
Education Schedule - Regular School Year			
Number of Days		Number of Weeks	
Education Schedule - Extended School Year			
Number of Days	20 days	Number of Weeks	
Contract Begins	February 21, 2017	Ends	June 30, 2017

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>	Summit View			140.89		60	20	\$11,271.20
<b>B. RELATED SERVICES</b>								
1. Transportation a. Paid to NPS/A								
2. Adapted P.E.								
3. Counseling a. Group	Summit View			\$27.00 per 1/2 hr	120/month	4 months		\$432.00



SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
b. Individual				\$90.00 per hour	240/month	4 months	1 month	\$1,800.00
4. Occupational Therapy a. Therapy b. Consultation								
<b>TOTAL COST</b>								<b>\$13,503.20</b>

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS: \$13,503.20**

**Other Provisions/Attachments:**

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**Progress Reporting Requirements:**       X   Quarterly            Monthly            Other (Specify \_\_\_\_\_)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

**-CONTRACTOR-**

**-LEA-**

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

Oak Park Unified School District  
\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

Anthony W. Knight, Ed.D.  
\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.3.b. APPROVE CONTRACT FOR NON-PUBLIC SCHOOL SERVICES FOR SPECIAL EDUCATION STUDENT #14-16/17**

**ACTION**

---

**ISSUE:** Should the Board of Education approve this contract for non-public school services for this student?

**BACKGROUND:** This eight-year-old, second grade student was recently placed by the IEP team in a residential treatment facility, Intermountain, in Montana. Intermountain is certified by the state as a residential placement and has a certified non-public school on-site. The cost for room and board (\$46,350.00) and mental health services (\$33,020.00) will be reimbursed by the SELPA. OPUSD will be responsible for the basic special education services of the non-public school. The estimated cost of these special education services for the remainder of the 2016-2017 school year is \$11,400.00; the district cost will be offset by approximately \$3,500.00 in revenue limit funds for students K-3, reducing the actual cost to \$7,900.00.

**ALTERNATIVES:** 1) Fund this non-public school.  
 2) Do not fund this non-public school.

**RECOMMENDATION:** Alternative #1

**RATIONALE:** The District is required by law to provide the services stated on a student's IEP. Intermountain is a certified non-public school.

Respectfully Submitted

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

---

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on February 24, 2017, or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Oak Park Unified School District	
Address		5801 Conifer Street	
City, State Zip		Oak Park, CA 91377	
LEA Case Manager		Susan Roberts	
Phone and E-Mail		sroberts@oakparkusd.org	
Student Last Name		Student First Name	
Grade		D.OB.	
		Sex	
Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			
Home Phone	Work	Cell	
Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			
Home Phone	Work	Cell	

Nonpublic School/Agency		Intermountain (#14 16-17)	
Address		500 South Lamborn Street	
City, State, Zip		Helena MT 59601	
IEP Coordinator Name			
Phone	406 442 7920	Fax	406 442 7949
E-Mail			
Program Administrator Name		Sami Butler	
Phone		Fax	
E-Mail			
Education Schedule – Regular School Year			
Number of Days	56	Number of Weeks	
Education Schedule – Extended School Year			
Number of Days	20 days	Number of Weeks	
Contract Begins	February 24, 2017	Ends	June 30, 2017

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>				150.00	76	56	20	\$11,400.00
<b>B. RELATED SERVICES</b>								
1. Mental Health Support				260.00	127			\$33,020.00
2. Room and Board				50.00	127			\$6,350.00
3. Speech/Language a. Group b. Individual c. Consultation								

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
4. Occupational Therapy a. Therapy b. Consultation								
					<b>TOTAL COST</b>			<b>\$50,770.00</b>

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS: \$50,770.00**

**Other Provisions/Attachments:** Includes cost of education for 76 days (including 20 days of ESY) from February 24-June 30, 2017, and mental health supports and room and board for 127 days from February 24-June 30, 2017.

Progress Reporting Requirements:   X   Quarterly      Monthly      Other (Specify \_\_\_\_\_)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

**-CONTRACTOR-**

**-LEA-**

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

Oak Park Unified School District

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

Anthony W. Knight, Ed.D.

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**TO: BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.4.a. APPROVE ADDITIONAL COURSE FOR OAK PARK HIGH SCHOOL**

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**ISSUE:** Should Oak Park High School add a new course to its course offerings for 2017-2018?

**STATEMENT:** Oak Park High School would like to add a new course to its course offerings. The class is titled: Aerospace Engineering. A detailed plan for the course is attached.

**ALTERNATIVES:** 1. Approve the addition of a new class to the course offerings at Oak Park High School.  
2. Do not approve the addition of a new class to the course offerings at Oak Park High School.

**RECOMMENDATION:** Alternative No. 1.

Prepared by Jay Greenlinger, Ed.D., Director of Curriculum and Instruction

Respectfully submitted,

\_\_\_\_\_  
Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OPHS Proposed Course Outline

- I. **Course Title**  
Aerospace
- II. **Grade Level**  
11<sup>th</sup> – 12<sup>th</sup>  
Length/Credit: One Year – 10 Credits  
No Prerequisite
- III. **OPUSD Moral Imperatives Addressed**
  - 1a. Design and implement a successful transition to Common Core standards; explore NGSS.
  - 1b. Our emphasis on differentiated instruction shall continue so that all of our students experience a challenging learning environment through depth, complexity and novelty.  
[Technology, performance tasks hands on instruction]
- IV. **Course Description**

Aerospace Engineering propels students' learning in the fundamentals of atmospheric and space flight. As they explore the physics of flight, students bring the concepts to life by designing an airfoil, propulsion system, and rockets. They learn basic orbital mechanics using industry-standard software. They also explore robot systems through projects such as remotely operated vehicles. This is a part of Oak Park's Engineering Design pathway.

Utilizing the activity-project-problem-based (APPB) teaching and learning pedagogy, students will analyze, design and build electronic and physical models of flight vehicles. While implementing these designs students will continually hone their interpersonal skills, creative abilities and understanding of the design process.

Through hands-on projects, students apply engineering standards while documenting their work in design. Students use industry standard 3D modeling software to help design solutions to solve proposed problems, document their work using an engineer's notebook, and communicate solutions to peers and members of the professional community. This course will be the third of the engineering and construction design career technical education pathways.
- V. **Brief Course Outline**
  - A. Overview of Aerospace Design
  - B. Evolution of Flight
  - C. Airfoils
  - D. Air Navigation
  - E. GPS
- VI. **Methods of Assessment**

Students will be assessed through labs, homework, quizzes, tests and projects.

**VII. Materials/Textbook**

This course will use the materials from Project Lead the Way. One to one technology will be used within the classroom.

**VIII. "a-g" Approval**

This course has already been preapproved as a "g" requirement.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.4.b APPROVE 2016-17 SINGLE PLANS FOR STUDENT ACHIEVEMENT**

**ACTION**

**ISSUE:** Shall the Board approve each site’s Single Plan for Student Achievement?

**BACKGROUND:** California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and ESEA Program Improvement into the Single Plan for Student Achievement. The Single Plan for Student Achievement serves as a guide for continuous development, implementation, and monitoring cycle of various programs. It is a collection and analysis of student performance data, setting priorities for program improvements, rigorous use of effective solution strategies, and ongoing monitoring of results.

Site Plans for all schools are available at this link <https://goo.gl/6QkI5a>

**ALTERNATIVES:** 1. Approve the Single Plan for Student Achievement for each site.  
 2. Do not approve the Single Plan for Student Achievement for each site.

**RECOMMENDATION:** Alternative No. 1

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: B.4.c. APPROVE 2015-2016 SCHOOL ACCOUNTABILITY REPORT CARDS**

ACTION

**ISSUE:** Shall the Board of Education approve the School Accountability Report Cards for 2015-2016?

**BACKGROUND:** In November 1988, California voters passed Proposition 98, also known as The Classroom Instructional Improvement and Accountability Act. This ballot initiative provides California’s schools with a source of funding. In return, all public schools in California are required annually to prepare SARC’s and disseminate them to the public. SARC’s are intended to provide the public with important information about each public school and to communicate a school’s progress in achieving its goals.

In the years since the passage of Proposition 98, additional requirements for school accountability reporting and dissemination have been established through legislation. Most SARC requirements are codified in California Education Code 33126 and 33126.1. The 2015-2016 SARC reports are available at this link: <https://goo.gl/bcViq6>

**ALTERNATIVES:** 1. Approve the 2015-2016 SARC reports.  
 2. Do not approve the SARC reports.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Leslie Heilbron, Ed.D., Assistant Superintendent, Human Resources

Respectfully submitted,

\_\_\_\_\_  
 Anthony W. Knight, Ed.D.  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.5.a. APPROVE AMENDMENT OF BYLAWS OF THE BOARD 9240 – BOARD TRAINING - Second Reading**

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**ISSUE:** Should the Board of Education approve the proposed amendment to Bylaws of the Board 9240 – Board Training?

**BACKGROUND:** Board Bylaw retitled and updated to address the purposes and importance of board training, recommended topics of training for new and first-term board members, and the district's process for selecting board training activities. The bylaw also reinforces the prohibition against a majority of the board members discussing district business of a specific nature while attending a conference or similar public gathering. Board Bylaw 9240 is being submitted with recommended language from CSBA.

- ALTERNATIVES:**
1. Approve the amendment of Bylaws of the Board 9240 – Board Training.
  2. Do not approve the amendment Bylaws of the 9240 – Board Training.
  3. Adopt a modified version of the amendment to Bylaws of the Board 9240 – Board Training.

**RECOMMENDATION:**  
Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9240(a)

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## Board Development

### Board Training

~~Citizens elected to the Governing Board are entrusted with the responsibility of governing district schools.~~ The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. ~~The Board recognizes that its~~ members ~~need training~~ shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardmanship skills.

~~All Board members may attend conferences for the purpose of Board development. Board business shall not be discussed at conferences.~~

~~(cf. 9230 - Orientation)~~

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

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

~~(cf. 9005 - Governance Standards)~~

The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.

~~(cf. 9230 - Orientation)~~

All Board members are encouraged to ~~continuously~~ participate in advanced training ~~offered by the California School Boards Association~~ in order to reinforce boardmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.

~~Board members shall report to the Board, orally or in writing, as soon as possible on the inservice activities they attend.~~

Funds for Board ~~development~~ training shall be budgeted annually ~~for each Board member.~~

# OAK PARK UNIFIED SCHOOL DISTRICT

## BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9240(b)

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In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. ~~The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated.~~

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 3100 - Budget)*

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

Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.

*(cf. 9320 - Meetings and Notices)*

Board members shall report to the Board, orally or in writing, on the board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.

Legal Reference:

~~EDUCATION CODE~~

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

GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act, especially*

54952.2 *Meeting*

*Management Resources:*

CSBA PUBLICATIONS

*Professional Governance Standards for School Boards*

WEB SITES

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

California County Boards of Education: <http://www.theccbe.org>

National School Boards Association: <http://www.nsba.org>

Adopted: 10-19-77,

Amended: 11-6-84, 9-11-90, 3-12-02, 9-17-02, 03-21-17

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.5.b. ADOPT NEW ADMINISTRATIVE REGULATION 3311.2 – LEASE-LEASEBACK CONTRACTS – First Reading**

---

**ISSUE:** Should the Board of Education approve and adopt the proposed New Administrative Regulation 3311.2 – Lease-Leaseback Contracts?

**BACKGROUND:** New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for awarding lease-leaseback contracts. Material significantly revised to reflect NEW LAW (AB 2316, 2016) which no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process.

- ALTERNATIVES:**
1. Approve and adopt the New Administrative Regulation 3311.2 - Lease-Leaseback Contracts.
  2. Do not adopt New Administrative Regulation 3311.2 - Lease-Leaseback Contracts.

**RECOMMENDATION:**  
Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

AR 3311.2(a)

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## Lease-Leaseback Contracts

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17406)

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*  
*(cf. 3312 - Contracts)*

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. To make this determination, the district shall use the following procedures: (Education Code 17400, 17406)

1. Request for Sealed Proposals: The Superintendent or designee shall prepare a request for sealed proposals which shall include:
  - a. An estimate of the project's price
  - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
  - c. The key elements of the contract to be awarded
  - d. A description of the format that proposals shall follow and the elements they shall contain
  - e. The standards the district will use in evaluating proposals
  - f. The date on which proposals are due
  - g. The timetable the district will follow in reviewing and evaluating proposals
2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
  - a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112

**OAK PARK UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311.2(b)*

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- b. Providing notice in a trade paper of general circulation published in the county where the project is located

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

*(cf. 3311 - Bids)*

4. Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.

The request for sealed proposals shall specify whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.

5. Evaluation of Proposals: All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

6. Award of Contract: The award of the contract shall be made by the Governing Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

AR 3311.2(c)

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Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

7. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17407.5)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

*(cf. 9124 - Attorney)*

## Legal Reference:

*EDUCATION CODE*

*17400 Definitions*

*17406 Lease-leaseback contract*

*17407.5 Use of a skilled and trained workforce*

*PUBLIC CONTRACT CODE*

*20111.6 Prequalification procedures*

*20112 Notices*

*COURT DECISIONS*

*McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)*

*Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261*

## Management Resources:

*WEB SITES*

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

*California Association of School Business Officials: <http://www.casbo.org>*

Adopted: 03-21-2017



**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.5.c. ADOPT NEW ADMINISTRATIVE REGULATION 3311.3 – DESIGN-BUILD CONTRACTS – First Reading**

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**ISSUE:** Should the Board of Education approve and adopt the proposed New Administrative Regulation 3311.3 – Design-Build Contracts?

**BACKGROUND:** New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for awarding design-build contracts. Minor editorial changes made to clarify the process and more directly reflect law.

- ALTERNATIVES:**
1. Approve and adopt the New Administrative Regulation 3311.3 – Design-Build Contracts.
  2. Do not adopt New Administrative Regulation 3311.3 – Design-Build Contracts.

**RECOMMENDATION:**  
Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

AR 3311.3(a)

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## Design-Build Contracts

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7140 - Architectural and Engineering Services)*

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35)

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
  - a. The size, type, and desired design character of the project
  - b. Performance specifications that cover the quality of materials, equipment, and workmanship
  - c. Preliminary plans or building layouts
  - d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
  - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

**OAK PARK UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311.3(b)*

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- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.

3. The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.

5. For those projects utilizing best value as a selection method, the following procedures shall be used:

- a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

**OAK PARK UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311.3(c)*

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- b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
- c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

**Legal Reference:**

*EDUCATION CODE*

*17250.10-17250.55 Design-build contracts*

**Management Resources:**

*WEB SITES*

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

*California Association of School Business Officials: <http://www.casbo.org>*

*California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>*

**Adopted: 03-21-2017**

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.5.d. ADOPT NEW ADMINISTRATIVE REGULATION 3311.4  
PROCUREMENT OF TECHNOLOGICAL EQUIPMENT – First Reading**

---

**ISSUE:** Should the Board of Education approve and adopt the proposed New Administrative Regulation 3311.4 – Procurement of Technological Equipment?

**BACKGROUND:** New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for the "competitive negotiation" process authorized for procurement of computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus.

- ALTERNATIVES:**
1. Approve and adopt the New Administrative Regulation 3311.4 – Procurement of Technological Equipment.
  2. Do not adopt New Administrative Regulation 3311.4 – Procurement of Technological Equipment.

**RECOMMENDATION:**  
Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

AR 3311.4(a)

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## Procurement Of Technological Equipment

Rather than seek competitive bids, the district may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

*(cf. 0440 - District Technology Plan)*

*(cf. 3230 - Federal Grant Funds)*

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

Whenever the competitive negotiation process is determined to be appropriate for such procurements, the district shall use the following procedures: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources, and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Governing Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district, considering price and all other factors.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFP

**OAK PARK UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311.4(b)*

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Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer. (Public Contract Code 20118.2)

Legal Reference:

*PUBLIC CONTRACT CODE*

*20118.2 Contracting by school districts; technological equipment*

Adopted: 03-21-2017

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.5.e. APPROVE AMENDMENT TO BOARD POLICY 5111 – ADMISSION  
First Reading**

---

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 5111 – Admission?

**BACKGROUND:** Policy revised to add language to allow all children equal access to education, regardless of immigration status. Board Policy 5111 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:** 1. Approve the amendment to Board Policy 5111 – Admission.  
2. Do not amend Board Policy 5111 – Admission.

**RECOMMENDATION:** Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5111(a)

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## Admission

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and ~~any~~ other applicable admission-eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy ~~and~~ or administrative regulation.

*(cf. 5111.1 - District Residency)*  
~~*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*~~  
*(cf. 5125 - Student Records)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6173.2 - Education ~~for~~of Children of Military Families)*

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

*(cf. 5119 - Students Expelled from Other Districts)*  
*(cf. 6173.3 - Education for Juvenile Court School Students)*

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance **in accordance** with the timelines specified in applicable Board policies and administrative regulations.

*(cf. 5116.1 – Intradistrict Open Enrollment)*

*(cf. 5117 – Interdistrict Attendance)*

*(cf. 5118 – Open Enrollment Act Transfers)*

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

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

Legal Reference:

*EDUCATION CODE*

*46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten*

*46600 Agreements for admission of ~~pupils~~ students desiring interdistrict attendance*

*48000 Minimum age of admission (kindergarten)*

*48002 Evidence of minimum age required to enter kindergarten or first grade*

*48010 Minimum age of admission (first grade)*

*48011 Admission from kindergarten or other school; minimum age*

*48050-48053 Nonresidents*

*48200 Children between ages of 6 and 18 years (compulsory full-time education)*

*48350-48361 Open Enrollment Act*

*48850-48859 Educational placement of **homeless and foster youth***

***48645.5 Enrollment of former juvenile court school students***

*49076 Access to records by persons without written consent or under judicial order*

*49408 Information of use in emergencies*

*49452.9 Health care coverage options and enrollment assistance*

*49700-49704 Education of children of military families*

*HEALTH AND SAFETY CODE*

*120325-120380 Education and child care facility immunization requirements*

*121475-121520 Tuberculosis tests for ~~pupils~~ students*

*CODE OF REGULATIONS, TITLE 5*

*200 Promotion from kindergarten to first grade*

*201 Admission to high school*

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*CODE OF REGULATIONS, TITLE 17*

*6000-6075 School attendance immunization requirements*

*UNITED STATES CODE, TITLE 5*

*552a Note Refusal to disclose social security number*

*UNITED STATES CODE, TITLE 42*

*11431-11435 McKinney-Vento Homeless Assistance Act*

*COURT DECISIONS*

*Plyler v. Doe, 457 U.S. 202 (1982)*

*Management Resources:*

*CSBA PUBLICATIONS*

*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017*

*U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION,  
OFFICE ~~OF~~ FOR CIVIL RIGHTS JOINT PUBLICATIONS*

*Fact Sheet: Information on the Rights of All Children to Enroll in School*

*Dear Colleague Letter: School Enrollment Procedures, May ~~68~~, 201~~4~~*

*WEB SITES*

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

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

*U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>*

*U.S. Department of Justice: <https://www.justice.gov>*

Adopted: 5-14-78

Amended: 6-23-92, 9-17-02, 5-18-04, 5-15-12, 6-16-15, 3-21-2017

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**

**DATE: MARCH 21, 2017**

**SUBJECT: B.5.f. APPROVE AMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION 5111.1 – DISTRICT RESIDENCY – First Reading**

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**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation 5111.1 – District Residency?

**BACKGROUND:** Policy Updated to add language to allow all children equal access to education, regardless of immigration status. Administrative Regulation updated to reflect NEW LAW (SB 1455, 2016) which establishes residency within the district for enrollment purposes to students whose parent/guardian is transferred or pending transfer into a military installation within district boundaries. Policy also reflects NEW LAW (AB 2537, 2016) which indefinitely extends district authority to grant Allen Bill transfers for students whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week. Board Policy 5111.1 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 5111.1 – District Residency.
2. Do not amend Board Policy 5111.1 – District Residency.

**RECOMMENDATION:** Approval of Alternative #1.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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## District Residency

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

*(cf. 5116 - School Attendance Boundaries)*

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. ~~A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)~~

*(cf. 5111 - Admission)*

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

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

## Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

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*BP 5111.1(b)*

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The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency. The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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## Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)  
(cf. 6145.6 - International Exchange)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

### Legal Reference:

#### EDUCATION CODE

220 Prohibition of discrimination

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.2 Evidence of residency

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

#### FAMILY CODE

6550-6552 Caregivers

#### GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

#### CODE OF REGULATIONS, TITLE 5

432 Retention of student records

#### UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

#### COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

### Management Resources:

CSBA PUBLICATIONS

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017*

*Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014*

*U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION*

*OFFICE FOR CIVIL RIGHTS, ~~U.S. DEPARTMENT OF EDUCATION PUBLICATIONS~~ JOINT PUBLICATIONS*

*Fact Sheet: Information on the Rights of All Children to Enroll in School: ~~Questions and Answers for States, School Districts and Parents, 2012~~*

*Dear Colleague Letter: School Enrollment Procedures, May 8, 2014*

*WEB SITES*

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

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

*California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>*

*U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>*

*U.S. Department of Justice: <https://www.justice.gov>*

Adopted: 2-16-16

Amended: 3-21-17



# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

SERIES 5000

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AR 5111.1(a)

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## District Residency

### Criteria for Residency

A student shall be deemed to have complied with **district** residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parents/guardians resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

~~(cf. 6173.1 – Education for Foster Youth)~~

3. The student ~~has been~~ is admitted through the district's interdistrict attendance option, such as an interdistrict attendance agreement, “school district of choice” transfer, or Open Enrollment Act transfer. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 – Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries **and the caregiving adult submits an affidavit to that effect**. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

9. The student's parent/guardian, while on active military duty pursuant to an official military

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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order, is transferred or is pending transfer to a military installation within district boundaries. (Education Code 48204.3)

*(cf. 6173.2 - Education of Children of Military Families)*

## Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of this transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the students continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district ~~of~~ by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

## Proof of Residency

Evidence of residency may be established by documentation showing the name and address of

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the parent/guardian within the district, including, but not limited to, any of the following:  
(Education Code 48204.61)

1. Property tax payment receipts
2. Rental property contract, lease, or payment receipts
3. Utility service contract, statement, or payment receipts
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 – Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within district boundaries shall provide proof of residence within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

~~The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.~~

~~However, a~~ Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. ~~shall not be required to provide proof of residency as a condition of enrollment in district schools~~ (Education Code 48645.5, 48853.5; 42 USC 11432)

(cf. 6173 – Education for Homeless Children)

(cf. 6173.1 – Education for Foster Youth)

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*(cf. 6173.3 - Education for Juvenile Court School Students)*

~~A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.~~

Safe At Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home Program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

*(cf. 3580 - District Records)*

Adopted: 8-5-92

Amended: 9-17-02, 7-04, 11-07, 11-11, 2-16-16, 03-21-17

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: VII.1. MONTHLY ENROLLMENT AND ATTENDANCE REPORT**  
INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on District enrollment and attendance through Month 7 of the 2016-17 school year?

**BACKGROUND:** As student enrollment and attendance plays a key roll in determining General Fund revenues, staffing, and expense, it is critical that the Board and Administration carefully monitor these factors in assessing both appropriate student support and the District's financial position. Accordingly, staff has prepared the following enrollment and attendance information through the end of the most recent reporting period. To assist in this review, and for purposes of identifying trends in both enrollment and attendance, data from the same reporting period for the preceding year is also included for the Board's information.

**RECOMMENDATION:** None. Information only.

Prepared by: Shannan Kaesberg, Senior Accountant  
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

# MONTHLY REPORT OF ENROLLMENT AND ADA

Board Meeting March 21, 2017

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Site/ Grade	YEAR TO DATE		Month 1		Month 2		Month 3		Month 4	
	ENRL*	ADA	ENRL*	ADA	ENRL*	ADA	ENRL	ADA	ENRL	ADA
<b>BES</b>										
K	96	91.24	94	92.00	95	92.53	95	91.06	95	92.36
1	73	70.09	73	71.11	72	70.32	72	69.53	72	69.29
2	95	90.78	95	92.42	95	91.95	95	91.24	95	91.43
3	107	101.57	103	100.94	103	101.37	103	100.71	104	101.50
4	94	90.70	93	91.26	93	90.95	93	90.59	93	91.57
5	126	122.02	124	121.53	125	123.25	125	122.05	125	121.56
SDC	0	-	0	-	0	-	0	-	0	-
Total	591	566.40	582	569.26	583	570.37	583	565.18	584	567.71
ADA % **		95.84%		97.81%		97.83%		96.94%		97.21%
<b>OHES</b>										
K	95	91.27	95	91.74	95	93.11	95	91.82	94	90.07
1	73	69.85	71	69.95	70	69.00	71	69.47	72	70.21
2	68	67.42	70	68.79	70	68.74	70	68.59	69	68.79
3	82	80.62	84	82.63	84	82.47	83	81.24	83	80.21
4	93	89.46	90	88.11	91	88.73	92	89.82	91	90.43
5	92	89.68	93	91.78	92	91.00	92	90.47	92	89.79
SDC	0	-	0	-	0	-	0	-	0	-
Total	503	488.30	503	493.00	502	493.05	503	491.41	501	489.50
ADA % **		97.08%		98.01%		98.22%		97.70%		97.70%
<b>ROES</b>										
K	95	91.36	97	93.68	95	91.84	94	91.42	96	91.86
1	98	91.85	93	88.63	95	92.63	95	93.18	96	92.71
2	96	90.98	95	92.15	92	90.68	91	90.24	91	87.93
3	106	103.27	106	103.16	106	104.32	105	103.18	106	104.00
4	94	91.89	95	92.32	95	92.79	95	92.45	94	92.29
5	122	117.63	119	117.11	120	116.42	122	119.06	122	119.28
SDC	0	-	0	-	0	-	0	-	0	-
Total	611	586.98	605	587.05	603	588.68	602	589.53	605	588.07
ADA % **		96.07%		97.03%		97.63%		97.93%		97.20%
<b>MCMS</b>										
6	362	354.18	363	359.37	366	360.32	364	356.94	363	355.64
7	361	350.02	362	355.74	362	353.53	363	354.17	363	344.86
8	380	367.10	381	372.00	379	369.89	380	370.89	379	367.57
SDC	4	3.89	4	4.00	4	3.95	4	3.83	4	3.93
Total	1107	1,075.19	1110	1,091.11	1111	1,087.69	1111	1,085.83	1109	1,072.00
ADA % **		97.13%		98.30%		97.90%		97.73%		96.66%
<b>OPHS</b>										
9	383	376.36	387	381.63	387	377.05	387	379.22	385	375.71
10	387	380.40	398	389.63	396	383.63	395	383.33	395	380.36
11	375	365.44	389	376.00	387	368.05	387	369.33	387	365.14
12	342	325.82	345	331.58	344	327.85	345	329.44	345	321.93
SDC	5	4.84	5	4.95	5	4.89	5	4.95	5	4.79
Total	1492	1,452.86	1524	1,483.79	1519	1,461.47	1519	1,466.27	1517	1,447.93
ADA % **		97.38%		97.36%		96.21%		96.53%		95.45%
<b>OVHS</b>										
10-12	42	41.05	41	40.21	42	40.44	42	40.30	42	41.17
ADA % **		97.74%		98.07%		96.29%		95.95%		98.02%
<b>OPIS</b>										
K-12	220	212.80	211	197.95	220	211.95	221	218.17	221	217.93
ADA % **		96.73%		93.82%		96.34%		98.72%		98.61%
Other ***	6	4.18	1	1.00	4	0.68	6	0.89	6	2.65
<b>TOTALS</b>										
K-12	4572	4,427.76	4577	4,463.37	4584	4,454.33	4587	4,457.58	4585	4,426.96
ADA % **		96.85%		97.52%		97.17%		97.18%		96.55%

\*Enrollment is as of the last day of the school month.

\*\*\* of Attendance is ratio of ADA generated during the period divided by last day enrollment.

\*\*\*Other is Home Hospital, Non Public Schools, and Extended Year.

March 7, 2017

**MONTHLY REPORT OF ENROLLMENT AND ADA**

Board Meeting March 21, 2017

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Site/ Grade	Month 5		Month 6		Month 7		Month 8		Month 9		Month 10	
	ENRL	ADA	ENRL	ADA	ENRL	ADA	ENRL	ADA	ENRL	ADA	ENRL	ADA
<b><u>BES</u></b>												
K	95	88.26	96.00	91.00	96	91.78						
1	72	68.26	73.00	69.84	73	70.33						
2	95	88.63	95.00	89.16	95	90.33						
3	104	99.32	107.00	103.00	107	103.61						
4	93	88.74	94.00	89.21	94	91.72						
5	126	121.58	126.00	122.00	126	121.79						
SDC		-	0	-	0							
Total	585	554.79	591	564.21	591	569.56						
ADA % **		94.84%		95.47%		96.37%						
<b><u>OHES</u></b>												
K	94	90.05	95.00	89.58	95	90.78						
1	73	70.53	73.00	69.26	73	70.39						
2	67	66.37	68.00	65.53	68	65.33						
3	82	80.47	82.00	77.89	82	78.78						
4	94	88.74	94.00	90.11	93	89.94						
5	92	87.95	92.00	87.84	92	88.61						
SDC			0	-	0	-						
Total	502	484.11	504	480.21	503	483.83						
ADA % **		96.44%		95.28%		96.19%						
<b><u>ROES</u></b>												
K	95	90.43	96.00	88.78	95	90.33						
1	96	91.42	97.00	91.00	98	93.78						
2	93	87.63	96.00	92.53	96	93.28						
3	107	103.42	107.00	103.00	106	101.50						
4	95	90.94	95.00	90.42	94	91.17						
5	122	116.58	122.00	117.74	122	117.88						
SDC			0	-	0							
Total	608	580.42	613	583.47	611	587.94						
ADA % **		95.46%		95.18%		96.23%						
<b><u>MCMS</u></b>												
6	362	345.00	362.00	347.28	362	350.89						
7	361	341.79	363.00	348.33	361	349.06						
8	378	359.37	379.00	362.44	380	366.11						
SDC	4	3.68	4	3.89	4	3.94						
Total	1105	1,049.84	1108	1,061.94	1107	1,070.00						
ADA % **		95.01%		95.84%		96.66%						
<b><u>OPHS</u></b>												
9	381	377.42	384.00	371.94	383	369.78						
10	387	381.16	387.00	373.61	387	370.00						
11	376	366.68	376.00	358.00	375	352.78						
12	343	325.27	342.00	324.56	342	318.94						
SDC	5	4.84	5	5.00	5	4.44						
Total	1492	1,455.37	1494	1,433.11	1492	1,415.94						
ADA % **		97.54%		95.92%		94.90%						
<b><u>OVHS</u></b>												
10-12	39	41.43	43.00	40.29	42	40.88						
ADA % **		106.23%		93.70%		97.33%						
<b><u>OPIS</u></b>												
K-12	218	219.84	217	212.33	220	217.22						
ADA % **		100.84%		97.85%		98.74%						
Other ***	6	2.81	6	3.78	6	4.18						
<b>TOTALS</b>												
K-12	4555	4,388.61	4576	4,379.34	4572	4,389.55						
ADA % **		96.35%		95.70%		96.01%						

\*Enrollment is as of the last day of the school month.

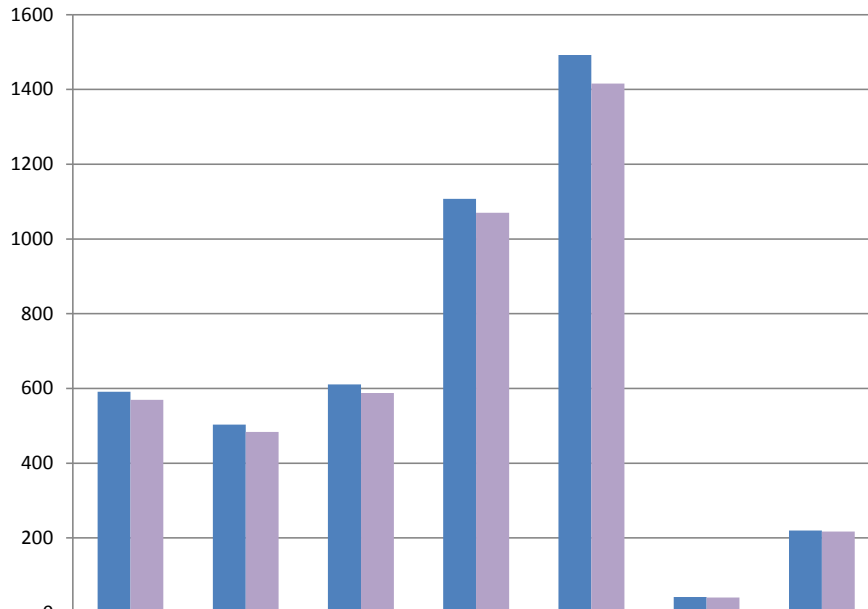
\*\*\* of Attendance is ratio of ADA generated during the period divided by last day enrollment.

\*\*\*Other is Home Hospital, Non Public Schools, and Extended Year.

March 7, 2017

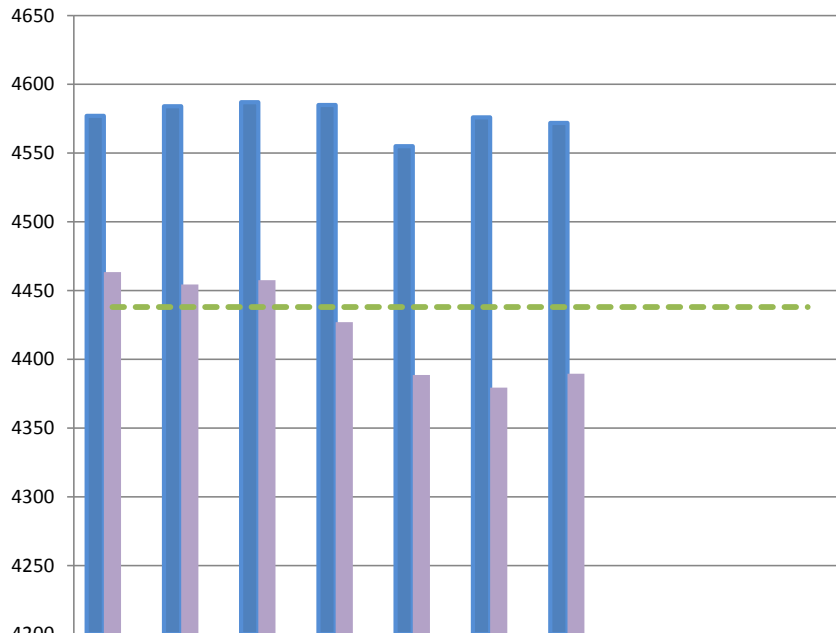
## OAK PARK USD - ATTENDANCE

### Month 7 - OPUSD 2016-17



	BES	OHES	ROES	MCMS	OPHS	OVHS	OPIS
Enroll	591	503	611	1107	1492	42	220
ADA	569.56	483.83	587.94	1070	1415.94	40.88	217.22
Percent	96.37%	96.19%	96.23%	96.66%	94.90%	97.33%	98.74%
Prior Yr	94.99%	96.57%	96.21%	96.44%	95.35%	87.24%	97.32%

### OPUSD - Total District Enrollment & ADA



	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Actual Enroll	4577	4584	4587	4585	4555	4576	4572			
Actual ADA	4463.37	4454.33	4457.58	4426.96	4388.61	4379.34	4389.55			
Percent	97.52%	97.17%	97.18%	96.55%	96.35%	95.70%	96.01%	0.00%	0.00%	0.00%
Budget ADA	4438.01	4438.01	4438.01	4438.01	4438.01	4438.01	4438.01	4438.01	4438.01	4438.01



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MARCH 21, 2017**  
**SUBJECT: VII.2. MONTHLY CASH FLOW REPORT**

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on District's actual and projected cash flow as of February 28th of the 2016-17 fiscal year?

**BACKGROUND:** The State's funding appropriation schedule for school districts is always challenging. In his January 2017 budget proposal, citing the failure of State revenues to meet projections, Governor Brown has once again recommended deferring current year cash apportionments to the subsequent fiscal year, a common State practice during the Great Recession. Continuing its routine of the last several years, the Business Office produces a cash flow report each month as an ongoing tool to assist the both the Administration and Board in analyzing and managing the District's cash and remaining cash-solvent. This month's report is included for the Board's information and review.

**RECOMMENDATION:** None - for information only.

Prepared by: Barbara Dickerson, Director, Fiscal Services  
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

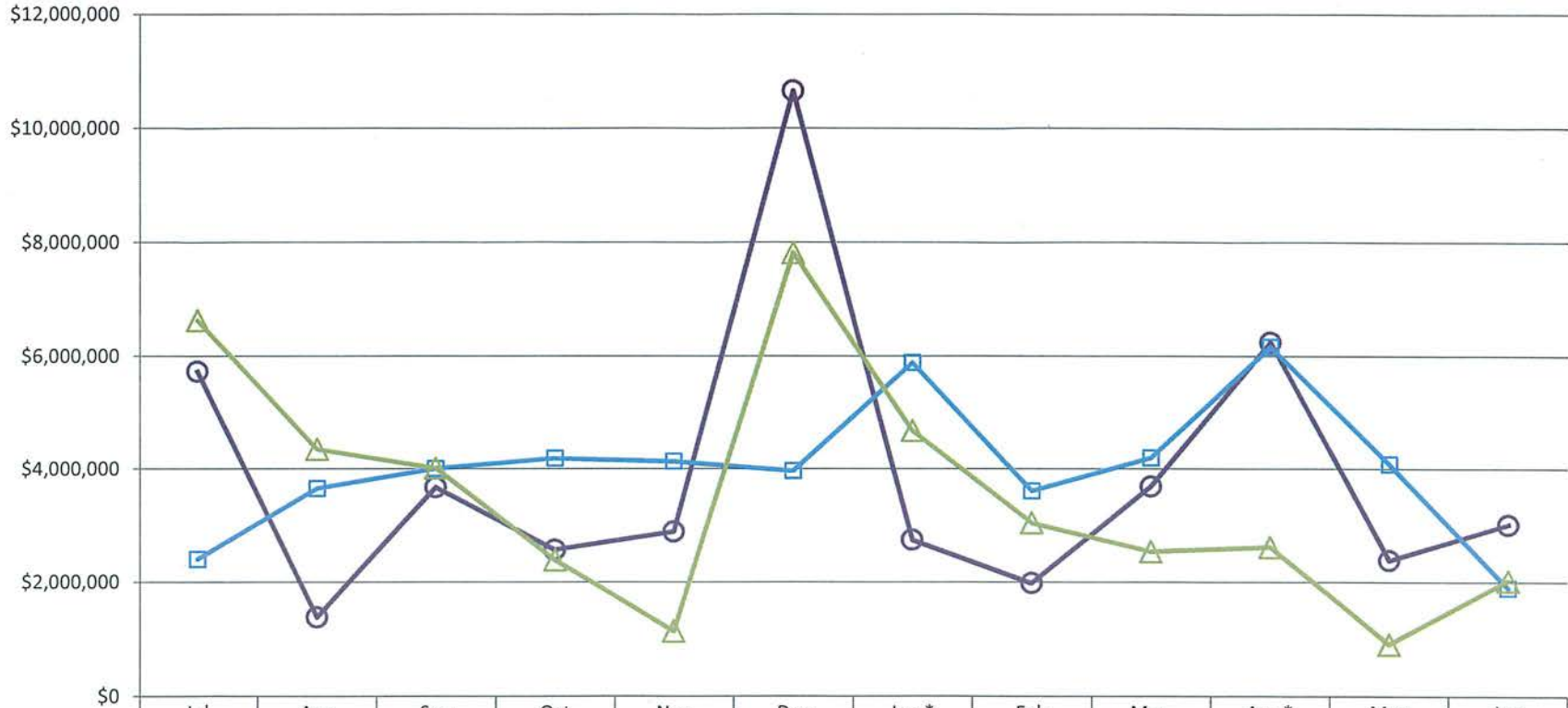
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Anthony W. Knight, Ed.D.  
Superintendent

OAK PARK UNIFIED SCHOOL DISTRICT - CASH FLOW										
Year: 2016-17 Budget										
Budget: 2nd Interim										
Actuals through February 28, 2017										
BEGINNING BALANCE BASED ON 2015-16 YEAR-END ACTUALS										
	Object	July	August	September	October	November	December	January	February	March
<b>A. BEGINNING CASH</b>	9110	\$3,313,613	\$6,637,681	\$4,359,005	\$4,022,429	\$2,395,179	\$1,141,632	\$7,823,890	\$4,684,375	\$3,049,574
<b>B. RECEIPTS</b>										
Revenue Limit Sources										
Principal Apportionment	8010-8019	965,968	965,968	3,218,353	1,738,742	1,738,742	3,218,353	1,738,742	1,517,761	2,997,372
Property Taxes	8020-8079	7,700	49,852	265	33,601	20,984	6,142,533	156,764	17	30,534
Miscellaneous Funds	8080-8099	0	0	0	0	0	0	0	0	0
Federal Revenue	8100-8299	2,376	0	52,794	0	2,250	25,279	0	0	15,469
Other State Revenue	8300-8599	319,640	1,355	0	239,319	19,563	605,180	541,369	0	127,189
Other Local Revenue	8600-8799	220,494	243,775	373,249	503,806	534,986	461,309	317,716	426,713	507,410
Interfund Transfers In	8910-8929	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0
Other Receipts/Non-Revenue		0	0	0	0	0	0	0	0	0
<b>TOTAL RECEIPTS</b>		<b>1,516,179</b>	<b>1,260,950</b>	<b>3,644,661</b>	<b>2,515,468</b>	<b>2,316,525</b>	<b>10,452,654</b>	<b>2,754,591</b>	<b>1,944,491</b>	<b>3,677,974</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	165,775	2,003,557	2,058,612	2,060,513	2,041,915	2,044,735	2,040,553	2,049,667	2,049,667
Classified Salaries	2000-2999	201,337	542,519	571,444	570,134	572,320	603,996	546,470	591,748	578,043
Employee Benefits	3000-3999	73,535	855,029	865,361	867,753	861,181	864,062	868,790	868,401	854,235
Books, Supplies	4000-4999	34,875	123,166	152,564	152,900	266,180	90,881	66,778	87,238	85,547
Services	5000-5999	139,513	293,893	438,516	607,327	491,133	414,881	344,367	493,003	305,705
Capital Outlay	6000-6599	21,771	0	156,448	121,532	10,193	-26,288	5,767	745	22,386
Other Outgo - Excess Costs	7000-7499	3,799	32,244	6,838	819	21,356	6,838	111,868	17,652	64,789
Interfund Transfers Out	7600-7629	25,000	0	0	0	0	0	0	0	25,000
All Other Financing Sources	7630-7699	0	0	0	0	0	0	0	0	0
Other Disbursements/Non Expenditures		0	0	0	0	0	0	0	0	0
<b>TOTAL DISBURSEMENTS</b>		<b>665,606</b>	<b>3,850,408</b>	<b>4,249,783</b>	<b>4,380,979</b>	<b>4,264,278</b>	<b>3,999,105</b>	<b>3,984,593</b>	<b>4,108,454</b>	<b>3,985,371</b>
<b>D. BALANCE SHEET TRANSACTIONS</b>										
Accounts Receivable	9200	158,347	122,193	35,751	54,718	575,032	204,657	-6,897	37,752	14,106
Accounts Payable	9500	-1,739,851	188,589	232,794	183,544	119,174	24,052	124,885	491,411	-218,831
Current Loans (Cross Yr TRAN/Other)	9640	0	0	0	0	0	0	0	0	0
Current Loans (Current Yr TRANS)	9640	4,055,000	0	0	0	0	0	-2,027,500	0	0
<b>TOTAL PRIOR YEAR TRANSACTIONS</b>		<b>2,473,496</b>	<b>310,782</b>	<b>268,546</b>	<b>238,262</b>	<b>694,206</b>	<b>228,709</b>	<b>-1,909,512</b>	<b>529,163</b>	<b>-204,725</b>
<b>E. NET INCREASE/DECREASE (B-C+D)</b>		<b>3,324,069</b>	<b>-2,278,676</b>	<b>-336,576</b>	<b>-1,627,249</b>	<b>-1,253,547</b>	<b>6,682,257</b>	<b>-3,139,515</b>	<b>-1,634,800</b>	<b>-512,122</b>
<b>F. ENDING CASH (A+E)</b>		<b>6,637,681</b>	<b>4,359,005</b>	<b>4,022,429</b>	<b>2,395,179</b>	<b>1,141,632</b>	<b>7,823,890</b>	<b>4,684,375</b>	<b>3,049,574</b>	<b>2,537,453</b>
<b>G. ENDING CASH, PLUS ACCRUALS</b>										

OAK PARK UNIFIED SCHOOL DISTRICT - CASH FLOW						
Year: 2016-17 Budget						
Budget: 2nd Interim						
Actuals through February 28, 2017						
	Object	April	May	June	Accruals	Total
<b>A. BEGINNING CASH</b>	9110	\$2,537,453	\$2,619,408	\$909,845		
<b>B. RECEIPTS</b>						
Revenue Limit Sources						
Principal Apportionment	8010-8019	1,517,761	1,517,761	1,468,657	1,663,791	24,267,971
Property Taxes	8020-8079	3,696,924	48,394	507,780	0	10,695,347
Miscellaneous Funds	8080-8099	0	0	0	0	0
Federal Revenue	8100-8299	0	11,875	537,284	341,278	988,605
Other State Revenue	8300-8599	173,062	1,515	308,162	198,034	2,534,389
Other Local Revenue	8600-8799	843,514	786,227	174,049	211,674	5,604,922
Interfund Transfers In	8910-8929	0	0	0	0	0
All Other Financing Sources	8930-8979	0	0	0	0	0
Other Receipts/Non-Revenue		0	0	0	0	0
<b>TOTAL RECEIPTS</b>		<b>6,231,262</b>	<b>2,365,772</b>	<b>2,995,931</b>	<b>2,414,777</b>	<b>44,091,234</b>
<b>C. DISBURSEMENTS</b>						
Certificated Salaries	1000-1999	2,049,667	2,049,667	434,633	0	21,048,964
Classified Salaries	2000-2999	574,173	580,563	341,517	0	6,274,264
Employee Benefits	3000-3999	854,093	850,596	129,813	0	8,812,848
Books, Supplies	4000-4999	72,161	79,292	68,987	0	1,280,571
Services	5000-5999	348,868	229,261	367,833	0	4,474,301
Capital Outlay	6000-6599	22,386	22,386	22,390	0	379,715
Other Outgo - Excess Costs	7000-7499	3,825	14,783	143,057	0	427,867
Interfund Transfers Out	7600-7629	25,000	77,153	200,000	0	352,153
All Other Financing Sources	7630-7699	0	0	0	0	0
Other Disbursements/Non Expenditures		0	0	0	0	0
<b>TOTAL DISBURSEMENTS</b>		<b>3,950,173</b>	<b>3,903,702</b>	<b>1,708,229</b>	<b>0</b>	<b>43,050,684</b>
<b>D. BALANCE SHEET TRANSACTIONS</b>						
Accounts Receivable	9200	14,106	14,106	14,106	0	1,237,977
Accounts Payable	9500	-185,739	-185,739	-185,739	0	(1,151,449)
Current Loans (Cross Yr TRAN/Other)	9640	0	0	0	0	0
Current Loans (Current Yr TRANS)	9640	-2,027,500	0	0	0	0
<b>TOTAL PRIOR YEAR TRANSACTIONS</b>		<b>-2,199,133</b>	<b>-171,633</b>	<b>-171,633</b>	<b>0</b>	<b>86,528</b>
<b>E. NET INCREASE/DECREASE (B-C+D)</b>		<b>81,956</b>	<b>-1,709,563</b>	<b>1,116,070</b>	<b>2,414,777</b>	<b>1,127,079</b>
<b>F. ENDING CASH (A+E)</b>		<b>2,619,408</b>	<b>909,845</b>	<b>2,025,914</b>	<b>2,414,777</b>	<b>1,127,079</b>
<b>G. ENDING CASH, PLUS ACCRUALS</b>					<b>4,440,691</b>	

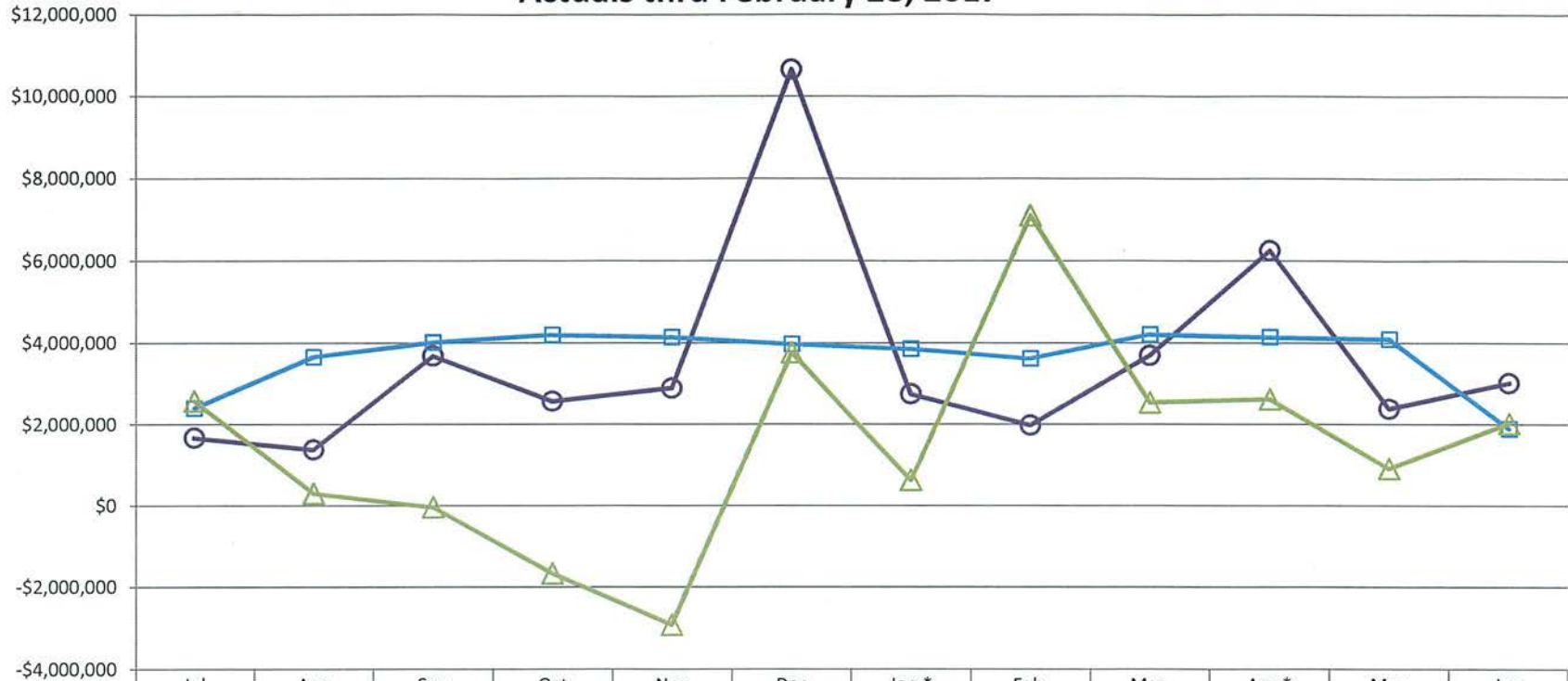
## OPUSD - Cashflow Actuals thru February 28, 2017



	Jul	Aug	Sep	Oct	Nov	Dec	Jan *	Feb	Mar	Apr *	May	Jun
Revenue + AR	5,729,525	1,383,143	3,680,412	2,570,185	2,891,558	10,657,310	2,747,694	1,982,243	3,692,080	6,245,368	2,379,878	3,010,037
Expense + AP	2,405,457	3,661,819	4,016,989	4,197,435	4,145,104	3,975,053	5,887,208	3,617,044	4,204,202	6,163,412	4,089,441	1,893,968
Cash Balance	6,637,681	4,359,005	4,022,429	2,395,179	1,141,632	7,823,890	4,684,375	3,049,574	2,537,453	2,619,408	909,845	2,025,914

\* NOTE: TRAN loan proceeds included in Revenue and Cash Balance lines: July \$4,055,000.  
TRAN repayment included in Expense and Cash Balance lines: January \$2,027,500 and April \$2,027,500.

### OPUSD - Cashflow without TRAN Actuals thru February 28, 2017



	Jul	Aug	Sep	Oct	Nov	Dec	Jan *	Feb	Mar	Apr *	May	Jun
Revenue + AR	1,674,525	1,383,143	3,680,412	2,570,185	2,891,558	10,657,310	2,747,694	1,982,243	3,692,080	6,245,368	2,379,878	3,010,037
Expense + AP	2,405,457	3,661,819	4,016,989	4,197,435	4,145,104	3,975,053	3,859,708	3,617,044	4,204,202	4,135,912	4,089,441	1,893,968
Cash Balance	2,582,681	304,005	-32,571	-1,659,821	-2,913,368	3,768,890	629,375	7,104,574	2,537,453	2,619,408	909,845	2,025,914

**\* NOTE:** TRAN loan proceeds not included in Revenue and Cash Balance lines: July \$4,055,000.  
TRAN repayment not included (January \$2,027,500 and April \$2,027,500).

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: SARA AHL, PRINCIPAL, BROOKSIDE ELEMENTARY SCHOOL**  
**DATE: MARCH 21, 2017**  
**SUBJECT: X.1. MONTHLY BOARD REPORT**

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**SCHOOL EVENTS:**

**Brookside supports a primary school in Ethiopia:** Denise Keane, fourth-grade teacher, is traveling to Ethiopia in April to help open a primary school. A leader in this effort will be visiting our school in mid-March to describe the project in depth and answer questions. Our students will be contributing to the effort by collecting basic school supplies to send with Mrs. Keane on her journey:

<https://imagine1day.org/project/irma-lyons-legacy-project/>

With dirt floors, walls made of mud, and wooden logs standing in for chairs, the classroom environment in Filangur is far from conducive for learning. The open-air rooms lack basic learning necessities – students don't even have desks on which to write. Infrastructure is not the only hurdle students face: their educational materials are inadequate, and their teachers lack the skills to engage them in quality learning.



**Spelling Bee:** Our school winner, Harrison Forman, competed in the Ventura County competition last weekend. Out of 121 school winners, he was one of only 34 to advance beyond the written test. He was the only 3rd grader to advance and competed against 4th and 5th grade students all the way through the 7th round. He represented our school very well by placing #8 overall. We are very proud of him and recognized his achievement during a Monday Morning Assembly.

**Kindergarten Science Olympiad:** Students were busy with a variety of hands-on learning activities throughout the day including: magnetism, force, gravity, wind, rainbows, and clouds. They rotated through the K classrooms throughout the day to participate in the various stations.



**Odyssey of the Mind:** Five Brookside teams competed in the regional competition on February 25 at Westlake High School. We are proud of all of them for their dedication and hard work throughout the six-month period they spent creating a solution to their given problem. Thanks to this program, these students built self-confidence, critical thinking skills, and presentation skills. We are appreciative to the Oak Park Education Foundation for providing this opportunity!

**Seussical!** For the first time, we have been working this year with Upstage Theatre Arts Schools to produce our school musical. After months of preparation, our students put on an impressive performance of Seussical Jr. on March 2nd and 3rd (coinciding with Dr. Seuss's birthday!). We are extremely pleased with the process as well as the final product.



**Read Across America Week:** Our library specialist and student council joined efforts to coordinate our Read Across America week, which included trivia in the library, a photo booth, a reading contest, and pajama day.

**SCHOOL SITE COUNCIL:**

Our School Site Council will meet on March 14th.

**CALENDAR HIGHLIGHTS:**

- |                |  |
|----------------|--|
| March 15       | Jog-A-Thon                                   |
| March 17       | Santa Barbara Opera Lab visits the 4th Grade |
| March 20-22    | Ability Awareness Fair                       |
| March 21       | Second grade to Kidspace Museum              |
| March 23       | Science Fair                                 |
| March 23       | Family Science Night                         |
| March 27,28,30 | Fourth Grade to Olivias Adobe                |
| March 29       | Fourth Grade Musical Performance             |

Respectfully submitted,

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Anthony W. Knight, E.d.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: ERIK J. WARREN, PRINCIPAL, OAK HILLS ELEMENTARY SCHOOL**

**DATE: MARCH 21, 2017**

**SUBJECT: X.2. MONTHLY BOARD REPORT**

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**Volunteer Brunch**

As a small token of our deep appreciation for our many parent volunteers, the Oak Hills teachers put together a special Valentine's Day celebration. Each teacher invited the parents, grandparents, and others who regularly volunteer their time to help enhance the educational programs in their classroom. The volunteers were treated to a delicious brunch while the teachers and staff had an opportunity to personally thank them for their service. This annual event not only provides an opportunity to show our gratitude, it also enhances the overall community feeling at our school.

**Three Piggy Opera**

Our Kindergarten students are busy preparing for their performance of the *Three Piggy Opera*, with the careful guidance of our Kindergarten team and music teacher, Mr. Waldman. There will be three dress rehearsals for the big buddies, and three evening performances followed by a cast party in each classroom. This performance requires students to memorize several songs, movements and performance elements. It is amazing to see how far our Kindergarteners have come so far.

**Interactive Symphony**

Our third graders visited the New West Symphony for a Symphonic Adventure. In addition to listening to the performance, students were able to interact with the musicians and even had the opportunity to take the stage. We are very fortunate to have weekly music class at Oak Hills, and experiences like this allow students to gain a deeper understanding of the instruments involved in the performance of classical music.

**Gold Rush Experience**

Our fourth graders traveled on a field trip back to 1849 to experience the California Gold Rush first hand. They first met several characters from the era and learned the many roles Californians had at that time in our state's history. Each student worked to find gold, in an underground mine, a sluice box, or by panning. Some struck it rich and others were not so lucky. Many found that there were fortunes to be made buying and selling mining equipment or helping run the boarding house. The whole day provided wonderful hands-on experience for our students to really understand this important part of California's rich history.

Respectfully Submitted,

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Anthony W. Knight, E.d.D.  
Superintendent



**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: JON A. DUIM, PRINCIPAL, RED OAK ELEMENTARY SCHOOL**

**DATE: MARCH 21, 2017**

**SUBJECT: X.3 MONTHLY BOARD REPORT**

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**Mother/Son Bowling**

Our PFA sponsored a mother/son bowling night at the Simi Valley Bowl on February 11. This popular event sold out and the entire bowling alley was taken up by Red Oak bowlers for this event.

**Walk Through American History**

Our four third grade classes organized a simulated history museum featuring notable individuals from America's past. Each costumed wax figure (student) came to life to explain to their audience the importance of their life and the role they played in American history. Our MPR was used as the museum room. This event occurred on Wednesday and Thursday, February 22 and 23 from 8:30 to 9:30 a.m.

**Sock Hop Dance**

Our PFA organized a father-daughter fifties style Sock Hop dance. The event was held in the MPR on Friday, February 25<sup>th</sup> from 6:00 to 8:00. The evening included commemorative photos, ice cream sundae bar, pizza, and salad available for purchase.

Respectfully submitted,

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Anthony W. Knight, E.d.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: BRAD BENIOFF, PRINCIPAL, MEDEA CREEK MIDDLE SCHOOL**

**DATE: MARCH 21, 2017**

**SUBJECT: X.4. MONTHLY SCHOOL REPORT**

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**MCMS Recent Distinctions:**

- **2017 National Geographic Geobee:** Naren Krishnan, from Medea Creek Middle School has qualified to compete in the state level competition of the National Geographic Bee! The California State Bee will be held on Friday, March 31, 2017. Congratulations Naren! Thanks to Jessica Fadgen for facilitating the event.
- **Ventura County Middle School Honor Bands.** The following MCMS students auditioned in the middle school honor band, comprised of the top musicians from throughout Ventura County:  
Kristen Chen - Flute  
Shannon Chou - Flute  
Samuel Forster - Bass Clarinet  
Anoushka Jasuja - Flute  
Jaya Murthy - Clarinet  
Jonathan Qin - Alto Sax  
Nathan Trux - Bari Sax  
Thanks to OPUSD's excellent music teachers: Elana Levine, Zach Borquez and Elayne Roesner
- **Odyssey of the Mind:** The MCMS team placed 1st in the recent competition and is moving on to State Finals on March 25th in Northern California! :  
Lucy Anne Heine-Van Fossen 7th grade  
Neha Jag 7th grade  
Talia Parker 6th grade  
Aidan Meeks 6th grade  
Hana Chizzo 6th grade  
Ananda Kinkaid 6th grade  
Rachel Driggs 6th grade  
Thanks to parent Grechen Van Fossen for coaching and guiding!
- **Science Olympiad:** Mr. Newell & Marta Graves took their Team and competed in their second Science Olympiad February 19<sup>th</sup> in Lancaster.
- **Math Counts:** Congratulations to Mr. Large and his terrific Math Counts Team. On Saturday, February 25th Medea Creek hosted Math Counts to compete in the annual Santa Barbara/Ventura County Math Counts Competition.  
**Team:** Sriya Kalyan - (6th grade)  
Kevin Ma - (7th grade)  
**Charlotte Nicks** - (8th grade) -- Going to state finals at UC Irvine ( placed third overall in our chapter competition.)  
Sasha Xu - (8th grade)  
Alternates:  
Ganesh Koka - Male (7th)  
Naren Krishnan - (6th)

Shreya Maddhali - (7th)  
Anusha Rao - (7th)  
Prisha Suresh - (7th)  
Eddie Yang - (8th)

**7<sup>th</sup> grade Math Intervention:** This 6 week afterschool addition to the supports offered by MCMS goes through this month. It is facilitated by Ms. Midiri, 7<sup>th</sup> /8<sup>th</sup> grade math teacher, and is focusing on homework completion, skills and understanding, asking questions and getting organized.

**District of Choice Enrollment First Week of March:** Faculty Lounge at MCMS with Loretta Brown.

**OPHS 9<sup>th</sup> grade Counselor at MCMS: March 1st:** The Transition process of learning about the 9<sup>th</sup> grade program and choosing classes begins for MCMS 8<sup>th</sup> graders. Thanks to Janet Svoboda.

**Where Everyone Belongs (WEB):** Campus activities that engage and involve our students and foster campus connectedness continue on campus with lunch activities hosted by our 8<sup>th</sup> graders for the 6<sup>th</sup> graders.

**5<sup>th</sup> Grade Parent Orientation Night March 9<sup>th</sup> 6:30-7:30:** MCMS Faculty and Staff will highlight key aspects of the 6<sup>th</sup> grade and begin the important transition process for students and parents.

**Cyber Safety Assembly March 10<sup>th</sup>:** The wonderful Lori Getz will be giving our 6<sup>th</sup> grade students and parents some excellent information about accessing the digital world with safety and effectiveness.

**Volleyball at Medea March 15<sup>th</sup>:** Our 8<sup>th</sup> graders meet up with Lindero for their annual competition.

**Elective Choice Forms:** 6<sup>th</sup> and 7<sup>th</sup> graders will be getting their Elective Choice Forms this month for the 2017-2018 school year.

**History Day at Medea March 23<sup>rd</sup> from 3:00-6:30:** A record number of teams will display and discuss their Historical work and be judged on some impressive criteria.

**ASB Dance March 24<sup>th</sup> 5:30-8:00p.m. :** This is the last 6-8<sup>th</sup> grade dance of the year with food and fun for all. There is a staggered entrance for this dance: 6<sup>th</sup> grade 5:30-7:30 and 7<sup>th</sup>/8<sup>th</sup> 6:00-8:00.

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: KEVIN BUCHANAN, PRINCIPAL, OAK PARK HIGH SCHOOL**  
**DATE: MARCH 21, 2017**  
**SUBJECT: MONTHLY BOARD REPORT**

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**COURSE ADVISEMENT –**

During the week of February 22, 2017, Counselors met with students by grade level to discuss course selection procedures for the upcoming school year. That same week OPHS conducted its annual Course Advisement/Open House. Parents and students met with teachers, counselors and administrators to help plan class selection for the 2017-2018 year. Materials were distributed to all returning students prior to the meeting so that parents and students can review options for classes next year. Course selection on Naviance began on March 4th.

**FUTURE FRESHMEN COURSE ADVISEMENT - February 28**

All incoming freshmen and parents met with us at a separate advisement meeting on Monday February 28<sup>th</sup>. This meeting provided more detail and orientation information for students new to Oak Park High School. Our 9<sup>th</sup> grade counselor will meet with all grade 8 students at Medea at the beginning of March.



**Hair - March 16 – 18, 2017**

Directed by Allan Hunt this musical will feature costumes and sets and will feature dance and live music provided by the OPHS instrumental music students directed by Zach Borquez. Heidi Cissell is directing the musical numbers and the rehearsals are moving along smoothly.

**ACADEMIC DECATHLON**

OPHS Academic Decathlon team placed third in the Ventura County Competition. Congrats to the team and to the advisors Mrs. Robin Midiri and Jan Willis

**SOLAR PROJECT**

Plans and arrangements are in place to cope with the parking disruption caused by the installation of the OPHS Solar Arrays. We have created a webpage with maps, directions, and videos to provide students and parents with instructions on parking, pick-up, and drop-off. We are also sending all calls, PFA eBlasts, the Marquee, and bulletin announcements. We will also be handing out flyers to drivers at drop off in the week leading up to the project's commencement. We have received permission to use Kanan Road for student permit parking and the LDS church lot for graduation parking.

**WINTER SPORTS**

**BOYS BASKETBALL**

OPHS boys' varsity basketball coached by teachers Aaron Shaw and Tim Chevalier had a terrific season winning the Coastal Canyon League Championship

**SPRING SPORTS**

Track, Boys volleyball, baseball, and softball are in preseason and as the teams play games they are preparing for a great showing in the league. The fields are in great shape and we have added a Freshman girls softball team.



Respectfully Submitted,

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Anthony W. Knight, E.d.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: STEWART MCGUGAN, DIRECTOR OF ALTERNATIVE EDUCATION**  
**DATE: MARCH 21, 2017**  
**SUBJECT: X.6. MONTHLY BOARD REPORT**

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### **STEP UP AWARDS**

We had our quarterly Step Up Awards assembly this past month and it was a great success. These awards are for students who go beyond regular attendance and are awarded for their great, class participation, extra effort and work production.

### **RAINBOW UMBRELLA / RENTAL AGREEMENT**

We were grateful to have Rainbow Umbrella present to our Oak View staff about ways to support LGBTQQIA students on our campuses. Rainbow Umbrella outlines ways that individual schools could partner with them by taking advantage of the free services that they provide. In support of suicide prevention and mental health awareness, Rainbow Umbrella is available to work with Ventura County schools in all districts to help strengthen a climate of support for sexual and gender minorities on public school campuses. They offer a range of free services that schools, administrators, and faculty members may wish to employ on their campus. Rainbow Umbrella is available for professional development workshops, cultural sensitivity trainings, classroom guest speakers, and to assist with campus Gender and Sexuality Alliances (GSAs). They hope to provide support with research-based practices for supporting LGBTQQIA youth in K-12 education, as well as youth leadership training, guidance, materials, mental health resources, event planning, and connection with other local GSA's, and LGBTQQIA and allied youth. These services are free of charge and made possible through the VCBH - MSA grant for mental health and suicide prevention for LGBTQ+ youth, a highly vulnerable population.

### **VIRTUAL REALITY GOGGLES**

Jessica Kudlacek, from the tech department, presented at our staff meeting about how to use the funny looking goggles. Teachers love how students can lead other students through virtual tours and relevant current curriculum topics. It is also a wonderful way to bring the advances in technology to our students.

### **FIELD TRIPS**

Mrs. Liepman's Psychology class was able to visit our local preschool and see practical applications of some of the material from theories they have learned in her class. They also got a chance to go to the Belmont Village Senior living facility. It was great for our students to see the younger children and senior adults to see the different in stages.

### **MOORPARK COLLEGE**

To support OVHS, 12th graders transition from OVHS to Moorpark Community College. OVHS seniors will meet with a representative from the MCC outreach office to start and complete the online portion of their registration. In addition, on Friday, March 24<sup>th</sup>, OVHS seniors will attend the Moorpark Community College preview day at MCC. At this time, students will learn about multiple community college resources including but not limited to the following: financial aide, transferring to a four-year University, and the MCC counseling office. OVHS student will also tour the MCC campus, and meet individually with a MCC counselor.



## **OAK PARK INDEPENDENT SCHOOL**



### **OSB**

**High School OSB** - In high school OSB, we are working on our Casa Pacifica Event, which will be held on March 15th. We will be making dream catchers, rock painting, food activities, decorating terra-cotta pots, photo booth and magic at the event.

**School OSB** - In middle school OSB, we are also working on planning our stations for the Casa Pacifica event on March 15th. For the event students made signs for each table (there will be 4 tables of activities), a food activity and dream catchers. Our students are also collecting box tops and we continue to discuss other philanthropic activities to get ideas of what they would like to participate in to better our community.

### **WATERSHED RESOURCE CENTER ARROYO BEACH FIELD TRIP**

Students will participate in activities to understand watersheds and how to protect them. They explore sources of water pollution, solutions to pollution, and the effects of plastic debris on aquatic systems. The two-hour field trip includes taking action with a beach cleanup.

### **STEM CELL RESEARCH**

Steven Sera, a former OPHS graduate and current PhD research student at UC Riverside, presented on the topic of current Stem Cell Research. He discussed current trends in the science of stem cell research, possible treatments and therapies as a result of findings, as well as the ethical implications concerning the use of pluripotent stem cells for research. It was well attended by many of our OPIS students, predominately our Biology 10<sup>th</sup> graders.

Respectfully submitted,

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Anthony W. Knight, E.d.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: KIM GREGORCHUK, DIRECTOR, OAK PARK NEIGHBORHOOD SCHOOL**

**DATE: MARCH 21, 2017**

**SUBJECT: X.7. MONTHLY BOARD REPORT**

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On our staff development day, February 17<sup>th</sup>, the OPNS teachers and assistant teachers toured the Del Norte CDI Preschool at the El Rio Child Development Center. The preschool is a model Early Childhood VC STEM school and eager to show off their center. They use a hybrid of curriculums and philosophies: A healthy dose of High Scope, some Reggio Inspired practices, Montessori independent tray tasks, and others. All of us were very impressed with the degree of teacher and child engagement, the classroom environment, the evidence of deep learning in their long term projects, and the clear, simple documentation of the children's learning.

March is a big month for us! We have our Snow Carnival happening on Saturday, March 4<sup>th</sup> from 10:00 am to 2:00 pm, and preparations have been underway since September. We have a dedicated core of parents who have worked tirelessly to make the carnival successful and profitable. It will be difficult to top last year's profit, but if anyone can, it is this team! Now that the carnival is so near, our office space has become a storage space, as well as an assessment area for special needs students.

Since a picture speaks one thousand words, I thought I would include two.



We have 34 students moving on to DK or K, and all of our returning parents have registered for the 2017/2018 school year. We have opened enrollment to the community as of March 1<sup>st</sup> and hope to be full prior to the summer break.

Please come by anytime, we love to have visitors. The children are here from 9am to 1pm.

Respectfully submitted,

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Anthony W. Knight, E.d.D.  
Superintendent