

**OAK PARK UNIFIED SCHOOL DISTRICT  
5801 E. CONIFER STREET  
OAK PARK, CALIFORNIA 91377  
(818) 735-3206**

**ADDENDUM REGULAR BOARD MEETING – AGENDA #860**

DATE: Tuesday, June 19, 2012  
TIME: 6:00 p.m. Open Session  
PLACE: Oak Park High School  
Presentation Room-G9  
899 Kanan Road  
Oak Park, CA 91377

**ACTION**

**2. BUSINESS SERVICES**

- h. Approve Agreement for Legal Services 2012-13 School Year with Fagen Friedman & Fulfroft**

*Board Policy 3312 requires Board approval for contract for services*

**3. CURRICULUM**

- d. Approve 2012-13 School Handbooks/Discipline Plan for Brookside Elementary, Oak View High School and Oak Park Independent School**

*Board approval of school handbooks/discipline plans*

Date: June 14, 2012

Anthony W. Knight, Ed.D.  
Superintendent and Secretary to the  
Board of Education

**MINUTES OF SPECIAL BOARD MEETING AND CLOSED SESSION 6-7-12 #859**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President Ms. Jan Iceland, called the special meeting to order at 5:45 p.m. at Oak Park Unified School District Conference Room, 5801 E. Conifer Street, Oak Park.

**BOARD PRESENT**

Ms. Jan Iceland, President, Mr. Allen Rosen, Vice President, Ms. Mary Pallant, Clerk, Ms. Barbara Laifman, Member and Ms. Sepideh Yeoh, Member

**PUBLIC SPEAKERS**

None

**ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 5:46 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Jan Iceland, reconvened the special meeting to order at 6:18 p.m. in Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

Ms. Jan Iceland, President, Mr. Allen Rosen, Vice President, Ms. Mary Pallant, Clerk, Ms. Barbara Laifman, Member and Ms. Sepideh Yeoh, Member

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Martin Klauss, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, Barbara Dickerson, Director, Fiscal Services, and Ms. Linda Sheridan, Executive Assistant.

**PUBLIC SPEAKERS**

None

**FLAG SALUTE**

Cole Berweiler led the Pledge of Allegiance to the Flag

**REPORT ON CLOSED SESSION**

At the Closed Session held this evening, the Board took no action.

**PUBLIC SPEAKERS**

None

**PRESENTATIONS**

**The Board presented Certificates of Recognition to the Oak Park High School Solar Boat Team and the Boys' Volleyball Team**

**BUDGET STUDY SESSION**

Martin Klauss discussed the Governor's May Revise and how it will affect the 2012-13 budget.

**ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 8:20 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: ANTHONY W. KNIGHT, Ed.D., SUPERINTENDENT**  
**DATE: JUNE 19, 2012**  
**SUBJECT: C.1.i. RESOLUTION #12-13, TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR FISCAL YEAR 2012-13**

CONSENT

**ISSUE:** Shall the Board of Education adopt Resolution #12-13 to authorize temporary loans between funds during times when cash flow suffers prior to receipt of tax deposits or State revenues?

**BACKGROUND:** In the past, it has been necessary for the General Fund to borrow from one of the other District funds in order to meet financial obligations. The General Fund receives its major tax receipt deposits in December and April, and the temporary loans permitted payments to retail vendors and for employee payroll to continue during the low cash flow months.

During the 2012-13 fiscal year, the District will be participating in a Revenue and Tax Anticipations Note (TRAN) program, which helps alleviate cash flow problems. As the Legislature has enacted laws allowing the State to defer of funding apportionments to school districts, it is prudent to have the resolution on file should the need arise. This resolution will enable the Administration to transfer the necessary funds to ensure continued business as usual. The resolution allows temporary loans between the General Fund and other funds, such as the Deferred Maintenance or Cafeteria Funds, until State revenues are received.

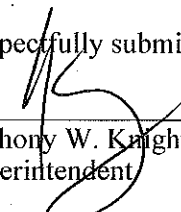
**ALTERNATIVES:**

1. Adopt Resolution #12-13, Temporary Loans Between District Funds.
2. Do not adopt Resolution #12-13.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION #12-13**

**TEMPORARY TRANSFER OF FUND MONIES FISCAL YEAR 2012-13**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred.

**WHEREAS**, when there are insufficient funds to meet district obligations in the fund, and

**WHEREAS**, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

**WHEREAS**, repayment of the temporary loan will be made from income received,

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Oak Park Unified School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2012-13 fiscal year.

**ADOPTED** this 19th day of June 2012, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

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Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 19, 2012**  
**SUBJECT: C.2.h. APPROVE AGREEMENT FOR LEGAL SERVICES 2012-2013  
WITH FAGEN FRIEDMAN & FULFROST**

CONSENT

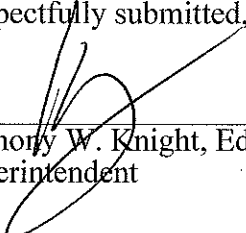
**ISSUE:** Shall the Board of Education approve contract for legal services with Fagen Friedman & Fulfrost effective July 2, 2012- June 30, 2013?

**BACKGROUND:** Last year, we began using Fagen Friedman & Fulfrost as the District's legal representative in all matters. We have been satisfied with their services. Therefore, we are asking the Board to approve renewing our agreement for legal services for the 2012-13 school year.

**ALTERNATIVES:** 1. Approve contract with Fagen Friedman & Fulfrost.  
2. Do not approve contract with Fagen Friedman & Fulfrost.

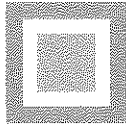
**RECOMMENDATION:** Alternative #1.

Respectfully submitted,

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____



### **AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Oak Park Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2012 through June 30, 2013:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**6. COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**7. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.



**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

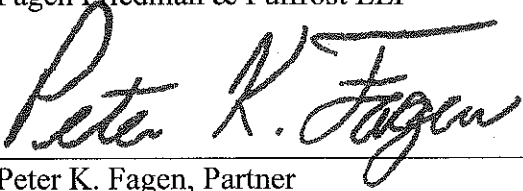
THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Oak Park Unified School District

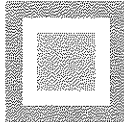
Fagen Friedman & Fulfroost LLP

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

  
\_\_\_\_\_  
Peter K. Fagen, Partner

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

DATE: 6/8/12



**PROFESSIONAL RATE SCHEDULE**

Oak Park Unified School District  
(Effective July 1, 2012 through June 30, 2013)

**1. HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$ 175 - \$ 190 per hour
Partner	\$ 210 - \$ 230 per hour
Of-Counsel	\$ 215 - \$ 235 per hour
Paralegal/Law Clerk	\$ 110 - \$ 130 per hour
Education Consultant	\$ 145 - \$ 195 per hour
Communication Services Consultant	\$ 145 - \$ 195 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$1,710 (discounted from \$1,900)
Partner	\$2,070 (discounted from \$2,300)

**3. COSTS AND EXPENSES**

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**TO: BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 19, 2012**  
**SUBJECT: C.3.d. APPROVE 2012-2013 SCHOOL HANDBOOKS/DISCIPLINE PLANS**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the Handbooks/ Discipline Plans for Brookside Elementary, *Oak View High School* and Oak Park Independent School?

**BACKGROUND:** Education Code 35291.5 requires each public school to adopt rules and procedures on school discipline applicable to the school. In developing the rules and procedures, each school is to solicit the participation, views, and advice of parents, teachers, school administrators, and in some cases, students.

Each year the schools review their handbooks to make sure they match practices and that there is uniformity within the District. Some of the school handbooks will be included in the May Board packet and some in the June Board packet. (Copies were sent to the Board under separate cover.)

**ALTERNATIVES:** 1. Review and approve 2012-2013 Handbook/Discipline Plans as presented.  
2. Do not approve 2012-2013 Handbook/Discipline Plans.

**RECOMMENDATION:** Alternative # 1.

Respectfully Submitted:

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

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

<b>VOTE:</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>Iceland</b>	_____	_____	_____	_____
<b>Laifman</b>	_____	_____	_____	_____
<b>Pallant</b>	_____	_____	_____	_____
<b>Rosen</b>	_____	_____	_____	_____
<b>Yeoh</b>	_____	_____	_____	_____
<b>Student Rep.</b>	_____	_____	_____	_____