

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

ADDENDUM REGULAR BOARD MEETING – AGENDA #899

DATE: Tuesday, September 16, 2014
TIME: 6:00 p.m. Open Session
PLACE: Oak Park High School
Presentation Room - G9
899 Kanan Road
Oak Park, CA 91377

CONSENT AGENDA

C.1.I Approve Extension of Agreement for Legal Services with Fagen Friedman & Fulfro
Board Policy 3312 requires Board approval contracts for services

ACTION

C.2.d. Approve Notice of Completion, Project 14-09R, Exterior Painting at Oak Park High School

Board approval required for Notice of Completion

C.2.e. Public Hearing and Receive Proposal for 2014-15 Negotiations and Approve the District's Amendment Proposal for Collective Bargaining Negotiations with the Oak Park Teachers Association (OPTA)

Government Code 3547.5 requires public disclosure of the provisions of all collective bargaining agreements

Date: September 11, 2014

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

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: SEPTEMBER 16, 2014

SUBJECT: C.1.1. APPROVE EXTENSION OF AGREEMENT FOR LEGAL SERVICES WITH FAGEN FRIEDMAN & FULFROST

CONSENT

ISSUE: Shall the Board extend its contract for legal services with Fagen Friedman & Fulfrost effective July 1, 2013?

BACKGROUND: The District has been using the firm of Fagen Friedman & Fulfrost (F3) as its legal representative in all matters for three years. At its meeting June 17, 2013, the Board approved the current agreement with F3, which provides fixed fees for services and an open-ended term. Either party can terminate the contract at any time, with or without cause, and fees can only be changed by written mutual consent of the parties. Although the contract term is open-ended, in its June 2013 approval, the Board action limited its authorization of the agreement to the 2013-14 school year. District staff has been extremely satisfied with their services. Therefore, it is recommended that the Board approve an extension to the current agreement for legal services until such time as it is amended or terminated by Board action. A copy of the agreement is attached for the Board's review.

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

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	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



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, 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 & Fulfrost LLP

Anthony W. Knight
Superintendent



Jan E. Tomsky, Partner

DATE: 5/15/13

DATE: _____



PROFESSIONAL RATE SCHEDULE

Oak Park Unified School District
(Effective July 1, 2013)

1. HOURLY PROFESSIONAL RATES

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

Associate	\$185 - \$195 per hour
Partner	\$230 - \$250 per hour
Of-Counsel	\$250 per hour
Paralegal/Law Clerk	\$110 - \$130 per hour
Education Consultant	\$145 per hour
Communication Services Consultant	\$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	\$1,760 (discounted from \$1,950)
Partner	\$2,250 (discounted from \$2,500)

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: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: SEPTEMBER 16, 2014

SUBJECT: C.2.d. APPROVE NOTICE OF COMPLETION, PROJECT 14-09R, EXTERIOR PAINTING AT OAK PARK HIGH SCHOOL

ACTION

ISSUE: Shall the Board approve the Notice of Completion for Project 14-09R, Exterior Painting at Oak Park High School, contracted with Omega Construction, Inc.?

BACKGROUND: On September 16, 2014, the Board of Education ratified the award of a contract for Project 14-09R, Exterior Painting at Oak Park High School, to Omega Construction, Inc. of Northridge, California.

The work under this contract is now complete, and the District’s staff and construction manager Balfour Beatty have inspected the finished project and are 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 14-09R, Exterior Painting at Oak Park High School, contracted with Omega Construction, Inc.
2. Do not approve the Notice of Completion.

RECOMMENDATION: Alternative No. 1

Prepared by: 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	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
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: Oak Park High School, 899 N. Kanan Road, Oak Park, CA 91377

That on or about August 1, 2014 the said Oak Park Unified School District of Ventura County entered into a contract with Omega Construction, Inc. of Northridge, California, for Project 14-09R, Exterior Painting at Oak Park High School on certain real property hereinbefore described: that said building and improvements were actually completed on September 16, 2014: that the address of said Oak Park Unified School District is 5801 E. 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.

STATE OF CALIFORNIA
COUNTY OF VENTURA

Anthony W. Knight, Ed.D., Superintendent
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: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: SEPTEMBER 16, 2014
**SUBJECT: C.2.e. PUBLIC HEARING AND RECEIVE PROPOSAL FOR 2014-15
 NEGOTIATIONS AND APPROVE THE DISTRICT'S AMENDED
 PROPOSAL FOR COLLECTIVE BARGAINING NEGOTIATIONS
 WITH THE OAK PARK TEACHERS ASSOCIATION**

PUBLIC HEARING/CONSENT

ISSUE: Should the Board receive and adopt the Oak Park Unified School District's amended proposal for collective bargaining for the 2014-2015 school year and authorize the Superintendent to initiate negotiations on behalf of the Board?

BACKGROUND: The current Contract of Agreement between the Oak Park Unified School District and the Oak Park Teachers Association expires on June 30, 2014. At its meeting on April 8, 2014, the Board adopted the District's initial proposal authorizing the Superintendent to initiate negotiations with OPTA, which included Article 9 – Salaries and Compensation Regulations and Article 10 – Health and Welfare Benefits. In order to address the K-3 Grade Span Adjustment requirements of the Local Control Funding Formula, it is recommended that the District's initial proposal be amended to include Article 12 – Class Size. A copy of the amended proposal for collective bargaining negotiations is attached. Following the public hearing, the Board will be asked to adopt, or revise, and approve the District's amended proposal, authorizing the Superintendent to initiate negotiations on behalf of the Board.

- ALTERNATIVES:**
1. Receive and adopt the District's amended proposal authorizing the Superintendent to initiate negotiations with OPTA.
 2. Receive, revise and adopt the District's amended proposal authorizing the Superintendent to initiate negotiations with OPTA.
 3. Do not adopt the District's amended proposal.

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	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT
OFFICE OF HUMAN RESOURCES

To: Oak Park Teacher's Association and the Oak Park Unified Board of Education

From: Dr. Leslie Heilbron, Assistant Superintendent

Subject: OPUSD Proposal for 2014-2015 Negotiations

Date: March 26, 2014 (Original Proposal)
September 16, 2014 (Amended Proposal)

The District proposes to discuss the following articles during the 2014-2015 negotiations with the Oak Park Teacher's Association.

Article 9 – Salaries and Compensation Regulations – The District proposes to discuss the issue of salaries reflecting the current state and district financial conditions.

Article 10 – Health and Welfare Benefits – The District proposes to discuss the current health benefits package as it relates to the recommendations from the Health Benefits Committee.

Article 12 – Class Size - The District proposes to discuss the issue of K-3 class size as it relates to the K-3 Grade Span Adjustment provision of the Local Control Funding Formula.

Cc:

Russ Peters, OPTA President

Tim Roesner, OPTA Negotiations Chair

Dr. Anthony Knight, Superintendent