

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #881

DATE: August 20, 2013

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

TIME: **5:00 p.m. Closed Session**
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

Allen Rosen, President
Mary Pallant, Vice President
Sepideh Yeoh, Clerk
Barbara Laifman, Member
Jennifer von Schneidau, Member
Brooke Pestano, Student Board Representative

EDUCATING TOMORROW'S LEADERS

ADMINISTRATION

Dr. Anthony W. Knight, Superintendent
Linda Sheridan, Executive Assistant
Martin Klauss, Assistant Superintendent, Business & Administrative Services
Dr. Leslie Heilbron, Assistant Superintendent, Human Resources
Cliff Moore, Consultant
Enoch Kwok, Director, Educational Technology
Susan Roberts, Director, Pupil Services

COPY OF ENTIRE AGENDA ON WEB SITE
WWW.OAKPARKUSD.ORG

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: lsheridan@oakparkusd.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 Linda Sheridan, 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.

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 E. Conifer Street, Oak Park, CA 91377

NEXT REGULAR MEETING

Tuesday, September 17, 2013

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.

Internet Home Page: www.oakparkusd.org

OAK PARK UNIFIED SCHOOL DISTRICT

AGENDA – REGULAR BOARD MEETING #881

August 20, 2013

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

CLOSED SESSION: 5:00 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

B. PUBLIC EMPLOYEE EMPLOYMENT: Custodial Sub, Instructional Assistant I/Music,

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. Remarks from Board Members
2. Remarks from Superintendent
3. Report from Facilities Planning Committee

B. DISCUSSION ITEMS (No Action required. If Action required, item will be brought to a future meeting as an Action Item)

1. Update on School Safety

C. 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.

8/6/2013

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 June 17, 2013](#)
- b. [Public Employee/Employment Changes 01CL21873-01CL2190 & 01CE06276-01CE06324](#)
- c. [Approve Purchase Orders –June 1 – July 31, 2013](#)
Board Policy 3300 requires Board approval of Purchase Orders
- d. [Approve Quarterly Report On Williams Complaints – July 2013](#)
Education Code 35185 requires Board approval of each quarterly report regarding complaints against the District by the public regarding textbooks and instructional materials, teacher vacancy or misassignment or facility conditions
- e. [Approve 2012-13 Annual Attendance Report](#)
Education Code required Board approval of actual student attendance at the conclusion of each school year
- f. [Approve Renewal Agreement with School Innovations & Achievement for Teacher Notifications Required by EC 49079](#)
Board Policy 3312 requires Board approval for contracts for services
- g. [Approve Renewal Agreement with School Services of California for Fiscal Information Services](#)
Board Policy 3312 requires Board approval for contracts for services
- h. [Approve Renewal Agreement with Christy White Associates for Audit Services](#)
Board Policy 3312 requires Board approval for contracts for services
- i. [Approve Notice of Completion, Project 11-14R, Restroom Installation at Oak View High School](#)
Board approval required for Notice of Completion
- j. [Approve 2013-14 Mandate Block Grant Letter of Intent](#)
In order to receive Mandate Block Grant funding Board must approve Letter of Intent
- k. [Approve 2013-14 Transportation Agreement with Tumbleweed Transportation](#)
Board Policy 3312 requires Board approval for contracts for services

ACTION

2. BUSINESS SERVICES

- a. [Ratify District of Choice Reporting Requirements](#)
Education Code 48313 requires District of Choice Reporting requirements to report to local adjoining district, the county office of education , the State Superintendent and Department of Finance
- b. [Approve Change Order #1, Project 13-11R, Domestic Water Upgrade at Brookside Elementary School](#)
Board approval required for change orders
- c. [Approve Change Order #1, Project 13-13R, Roofing at Oak Hills Elementary School and Medea Creek Middle School](#)
Board approval required for change orders
- d. [Approve Change Order #1, Project 13-19R, Concrete Repairs at Oak Park High School](#)
Board approval required for change orders
- e. [Approve New Measure R Project 13-21R, Electric Transformer Replacement at Oak Hills Elementary School](#)
Board approval is required for new Measure R projects
- f. [Approve New Measure R Project 13-22R, HVAC Repairs at Oak Park High School](#)
Board approval is required for new Measure R projects
- g. [Approve Additional Architectural Services – HVAC System Design Revisions at Brookside Elementary School](#)
Board Policy 3312 requires Board approval for contracts for services

- h. [Approve Agreement for DSA Testing Services for Measure R Projects](#)
Board Policy 3312 requires Board approval for contracts for services
 - i. [Approve Additional Engineering Services – HVAC System Design Revisions at District Office](#)
Board Policy 3312 requires Board approval for contracts for services
 - j. [Approve Resolution #13-15, Authorizing Issuance of Measure C6 General Obligation Bonds](#)
Board approval is required to authorize issuance of General Obligation Bonds
 - k. [Approve Resolution #13-16, Authorizing Issuance of Measure R General Obligation Bonds](#)
Board approval is required to authorize issuance of General Obligation Bonds
3. **HUMAN RESOURCES**
- a. [Approve Authorization to Employ an Administrative Consultant](#)
Board approval is required for authorization to employ administrative consultant
4. **BOARD POLICY**
- a. [Approve Amendment to Board Policy 1325 – Advertising and Promotion – First Reading](#)
Policy updated to clarify its applicability only to advertisements and promotion by non-school groups, not to student speech. Policy also clarifies the distinction between a nonpublic forum and limited public forum, addresses advertisement on district-sponsored web sites and social media, and prohibits distribution of materials or advertisements that are lewd or proselytize or position the district on any side of a controversial issue.
 - b. [Approve Amendment to Board Policy 1330 – Use of School Facilities – First Reading](#)
Mandated policy reflects new law (SB 1404,2012) which modifies the definition of “direct costs” that may be charged for community use of school facilities or grounds and includes the YMCA and religious organizations/churches that arrange for and supervise youth sports league activities among the nonprofit organizations, clubs, and associations that may be allowed the use of school facilities or grounds without charge.
 - c. [Approve Amendment to Board Policy 3460 – Financial Reports and Accountability – First Reading](#)
Policy updated to reflect new law (AB 2662, 2012) which gives the County Superintendent of Schools the authority, upon receipt of a district’s interim fiscal report, to change the district’s qualified certification to a negative certification. Policy also contains material formerly in AR which refers to Board actions regarding the state of unaudited actual receipts and expenditures, Gann appropriations limit resolution, interim reports, and audit report.
 - d. [Approve Amendment to Board Policy 3514.1 – Hazardous Substances – First Reading](#)
Policy updated to reflect requirements for a chemical hygiene plan, as required by state regulations for any employer that maintains a workplace where there is laboratory use of hazardous chemicals, such as a district that offers science laboratory classes.
 - e. [Approve Amendment to Board Policy 3580 – District Records – First Reading](#)
Policy updated to include actions to be taken in the event of any known or suspected breach of the security of district records containing confidential personal information.

VII. INFORMATION ITEMS

- 1. [Monthly Enrollment and Attendance Report](#)

VIII. OPEN DISCUSSION

IX. ADJOURNMENT:

There being no further business before this Board, the meeting is declared adjourned at _____ p.m.

MINUTES OF REGULAR BOARD MEETING 6-17-13 #880
BOARD OF EDUCATION

CALL TO ORDER/MEETING PLACE

The Board of Education President, Allen Rosen, called the regular meeting to order at 5:05 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Mr. Allen Rosen, President, Ms. Mary Pallant, Vice President, Ms. Sepideh Yeoh, Clerk, Ms. Barbara Laifman, Member, and Ms. Jennifer von Schneidau, Member

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 5:06 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Allen Rosen, called the regular meeting to order at 6:10 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Mr. Allen Rosen, President, Ms. Mary Pallant, Vice President, Ms. Sepideh Yeoh, Clerk, Ms. Barbara Laifman, Member, and Ms. Jennifer von Schneidau, Member

STAFF PRESENT

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

FLAG SALUTE

Kevin Buchanan led the Pledge of Allegiance to the Flag

REPORT ON CLOSED SESSION

The Board took action in Closed Session held this evening to approve settlement agreement with Smith Electric and all Notice of Completion on their projects.

ADOPTION OF AGENDA

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education adopted the agenda except to move item C3b before item C2a. Motion carried 5-0.

PUBLIC SPEAKERS

None

PRESENTATION

The Board received a report from Heather Melendez, an Oak Park High School student, on the activities the Conejo/Las Virgenes Future Foundation conducted with high school students throughout the community.

The Board presented a Partners in Education Award to Harold and Marcia Gordon and Kevin Buchanan presented Harold Gordon an award for his work on the School Site Council at Oak Park High School over the last three years.

REPORT FROM BOARD MEMBERS

Board Member Barbara Laifman reported she attended Open Houses including at MCMS. She read at ROES DK class. Ms. Laifman attended the MCMS Spring Concert and the Humanities class guest speaker who was a Holocaust survivor. She also attended the graduations and culminations. Board Member Jennifer von Schneidau attended the MCMS Open House, Wellness Council Meeting, Facilities Planning Committee Meeting, Technology Committee Meeting, reading to ROES 3rd graders and attended graduations and culminations. Board Member Sepideh Yeoh also read to ROES 2nd graders, attended open houses at MCMS and ROES, attended the MCMS Humanities class Holocaust survivor speaker, OPHS Senior Awards night, and graduations and culminations. Board Member Mary Pallant attended the OPHS Senior Awards in the morning, reading at ROES, delivered cookies to the school sites for staff, attended graduations and culminations. Board Member Allen Rosen attended OPHS Senior Awards Night and graduations and culminations.

REPORT FROM SUPERINTENDENT

Dr. Knight shared the Green Schools award the District received from the U.S. Department of Education Washington D.C.

Report from School Site Councils

The Board received a School Site Council report from OPHS.

Report from Facility Planning Committee

Dennis Kurkendahl reported on the continuing projects and future projects for summer.

Report from Technology Committee

Enoch Kwok reported on continuing activities of the committee.

DISCUSSION ITEMS

Update on School Safety – Dr. Knight shared with the Board the ideas on improving school safety that were included in the response to the Grand Jury. We hope to be labeling the outside of buildings over the summer. We are looking into getting security cameras at all the schools at a cost of about \$300,000. We are looking into increasing campus supervision which would be an ongoing cost of \$100,000, and discussing all staff and visitors wearing ID badges.

C.1. CONSENT AGENDA

On motion of Mary Pallant, seconded by Jennifer von Schneidau, the Board of Education approved the Consent Agenda. Motion carried 5-0.

- a. **Approve Minutes of Regular Board Meeting May 21, 2013, Special Board Meeting June 4, 2013 and Special Board Meeting and Closed Session June 5, 2013**
- b. **Public Employee/Employment Changes 01CL22127-01CL22139 & 01CE06119-01CE06118**
- c. **Approve Purchase Orders –May 1 – May 31, 2013**
- d. **Approve Recommend to Suspend Expulsion – Student #12-13-01**
- e. **Approve Contract Renewal with Fagen Friedman & Fulfroost for Legal Services for 2013-14**
- f. **Approve Overnight Trip for Oak Park High Cross Country Team – August 11-16, 2013**
- g. **Approve Renewal Agreement with Ventura County Office of Education for 2013-2014 Data Processing Services**

- h. Approve Resolution #13-12, Appropriation and Budgeted Transfers Fiscal Year 2013-14**
- i. Approve Resolution #13-13, Temporary Loans Between District Funds for Fiscal Year 2013-14**
- j. Approve Resolution #13-14, Year End Budget and Interfund Transfers for Fiscal Year 2012-13**
- k. Approve Sale of Surplus Property**
- l. Approve Overnight Trip for Oak Park High School Cheer Team – July 25-28, 2013**
- m. Approve Renewal Agreement with the Ventura County Office of Education for 2013-14 Student Information System Hosting Services**

ACTION

2. BUSINESS SERVICES

a. Acceptance of Annual Report of the Oak Park Citizens' Oversight Committee for Bond Measures C6 and R, and Parcel Tax Measure C

On motion of Barbara Laifman, seconded by Jennifer von Schneidau, the Board of Education approved the acceptance of the Annual Report of the Oak Park Citizens' Oversight Committee for Bond Measures C6 and R, and Parcel Tax Measure C. Motion carried 5-0.

b. Approve Appointments to the Oak Park Citizens' Oversight Committee

On motion of Mary Pallant, seconded by Sepideh Yeoh, the Board of Education approve the reappointment of Sherwin Samuels, Vance Taylor and Helene Winston to the Oak Park Citizens' Oversight Committee. Motion carried 5-0.

On motion of Barbara Laifman, seconded by Jennifer von Schneidau, the Board of Education appointed Jim Faul, Steven Golove, Ron Movich, Michael Schneider, Marc Shapiro, and Shary Trux to the Oak Park Citizens' Oversight Committee. Motion carried 5-0.

c. Approve Agreement for DSA Inspection Services for Measure R Projects

On motion of Sepideh Yeou, seconded by Jennifer von Schneidau, the Board of Education pulled this item. Motion carried 5-0.

d. Approve Award of Bid 13-17R Door Replacements at Medea Creek Middle School

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved the Award of Bid 13-17R Door Replacements at Medea Creek Middle School to Jim Martin Construction. Motion carried 5-0.

e. Approve Change Order #1 Project 13-03R, Building C Modernization at Oak Park High School

On motion of Jennifer von Schneidau, seconded by Sepideh Yeoh, the Board of Education approved the Change Order #1 Project 13-03R, Building C Modernization at Oak Park High School. Motion carried 5-0.

f. Approve 2013-14 Employee Health Benefits Plans

On motion of Sepideh Yeoh, seconded by Mary Pallant, the Board of Education approved the 2013-14 Employee Health Benefits Plans. Motion carried 5-0.

g. Approve Spending Plan for 2013-14 Education Protection Account Funds

On motion of Jennifer von Schneidau, seconded by Barbara Laifman, the Board of Education approved the Spending Plan for 2013-14 Education Protection Account Funds. Motion carried 5-0.

h. Public Hearing and Adoption of 2013-14 Budget

Public Hearing opened at 8:21 p.m. No public comments Public Hearing closed at 8:22 p.m.

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved the adoption of the 2013-2014 Budget. Motion carried 5-0.

3. CURRICULUM

a. Approve Consolidated Application and Reporting System (CARS) Part II – 2012-13

On motion of Jennifer von Schneidau, seconded by Mary Pallant, the Board of Education approved the Consolidated Application and Reporting System (CARS) Part II – 2012-13. Motion carried 5-0.

b. Approve 2013-2016 Technology Plan

On motion of Jennifer von Schneidau, seconded by Mary Pallant, the Board of Education approved the 2013-2016 Technology Plan. Motion carried 5-0.

4. HUMAN RESOURCES

a. Approve Resolution #13-11 Regarding Reducing or Eliminating Particular Kinds of Service for Classified Employees

On motion of Mary Pallant, seconded by Barbara Laifman, the Board of Education approved Resolution #13-11 Regarding Reducing or Eliminating Particular Kinds of Service for Classified Employees. Motion carried 5-0.

b. Approve 2014-2015 Classified Employee Holiday Calendar

On motion of Jennifer von Schneidau, seconded by Mary Pallant, the Board of Education approved the 2014-2015 Classified Employee Holiday Calendar. Motion carried 5-0.

c. Approve Resolution #13-15 Regarding Reducing or Eliminating Particular Kinds of Service for Classified Employees

On motion of Barbara Laifman, seconded by Jennifer von Schneidau, the Board of Education pulled this item. Motion carried 5-0.

5. BOARD

a. Approve California School Boards Association Membership Dues (\$6860) and Education Alliance Membership Dues (\$1715) for 2013-2014

On motion of Barbara Laifman, seconded by Sepideh Yeoh, the Board of Education approved the California School Boards Association Membership Dues (\$6860) and Education Alliance Membership Due (\$1715) for 2013-14. Motion carried 5-0.

b. Approve Response to Grand Jury Report “School Safety”

On motion of Sepideh Yeoh, seconded by Mary Pallant, the Board of Education approved the Response to the Grand Jury Report “School Safety”. Motion carried 5-0.

c. Approve Employment Contract with the Superintendent

On motion of Barbara Laifman, seconded by Sepideh Yeoh, the Board of Education approved the Employment Contract with the Superintendent. Motion carried 5-0.

d. Evaluate Goals and Action Plans for 2012-13 Moral Imperatives

The Board reviewed the Action Plans and made suggestions and comments. The Superintendent will now take these to the Leadership to begin work on next years goals.

6. PUPIL SERVICES

a. Approve Contract for Non-Public School for Special Education Student #11-12/13 - \$12,965.60

On motion of Barbara Laifman, seconded by Mary Pallant, the Board of Education approved the contract for Non-Public School for Special Education Student #11-12/13 - \$12, 965.60. Motion carried 5-0.

b. Approve Contract for Residential Program for Special Education Student #12-12/13 - \$21,465

On motion of Sepideh Yeoh, seconded by Barbara Laifman, the Board of Education approved the Residential Program for Special Education Student #12/13 - \$21,465.

VII. INFORMATION ITEMS

- 1. Monthly Measure R Bond Fund Status Report**
- 2. Monthly Cash Flow Report**
- 3. Monthly Enrollment and Attendance Report**

IX. ADJOURNMENT:

There being no further business before this Board, the Regular meeting is declared adjourned at 8:40 p.m. to return to Closed Session. Closed Session adjourned at 9:10 p.m.

Date _____ President of the Board

Date _____ Clerk or Secretary of the Board

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.1.c. APPROVE PURCHASE ORDERS ISSUED JUNE 1-JULY 31, 2013
CONSENT

ISSUE: Shall the Board approve the purchase orders issued June 1-July 31, 2013?

BACKGROUND: Attached 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

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B13-00274	School Speciality	Summer School Art Supplies OPHS	Summer School	010	1,000.00
B13-00275	Office Depot Customer Service Center	OPHS & MCMS Supplies Summer School	Summer School	010	450.00
B13-00276	Precision Data Products	Scantrons, etc/mat & supp - Summer School	Summer School	010	200.00
B13-00277	Yrenka Lolli-Sunderlin	ABA & IEP Assessment for Student	Pupil Services/Special Ed.	010	1,445.00
B13-00278	House Sanitary Supply	Summer School Supplies MCMS & OPHS	Summer School	010	250.00
B14-00001	Advanced Water Solutions, INC	2013-14 water rental	Business Administration	010	1,000.00
B14-00002	All City Management	13/14 school crossing guard services	Business Administration	010	67,381.00
B14-00003	CCI Mail Systems	2013-2014 Postage and Lease	Business Administration	010	3,000.00
B14-00004	COSTCO WHOLESALE	Membership Renewal 2013-2014	Business Administration	010	110.00
B14-00005	Document Systems	2013-2014 Copier Color Copies and Staples	Business Administration	010	1,500.00
B14-00006	Farmer Bros. Co.	2013-2014 Coffee Supplies	Business Administration	010	1,300.00
B14-00007	MailFinance	2013-2014 Postage	Business Administration	010	3,700.00
B14-00008	Office Depot Customer Service Center	2013-2014 Office Supplies DO	Business Administration	010	2,000.00
B14-00009	A-1 Lawnmower	2013-2014 grounds equip repairs & Sup	Business Administration	010	1,000.00
B14-00010	ADG ECO Lighting	2013-2014 Lighting and Electrical Supplies	Business Administration	010	1,000.00
B14-00011	Agoura Equip Rentals	2013-2014 Misc equipment rental	Business Administration	010	2,000.00
B14-00012	Office Depot Customer Service Center	Office Depot - 2013/2014 - Supplies	Pupil Services/Special Ed.	010	3,000.00
B14-00013	DS Waters of America, LP	Sparkletts Water Services 2013/2014	Pupil Services/Special Ed.	010	175.00
B14-00014	Jackie MacDonald DBA JM Enterp rise	2013-2014 Recycled Paper	Business Administration	010	17,200.00
B14-00015	Staples	2013-14 Office Supplies	Business Administration	010	1,000.00
B14-00016	Ventura County office of Educa tion	2013/14 Escape Finance/PRoll/Persnll	Business Administration	010	46,406.00
B14-00017	DEPARTMENT OF SOCIAL SERVICES MS B-67	License fees for 13/14 school year	Neighborhood Pre-School Progrm	010	440.00
B14-00018	Ventura County office of Educa tion	2013-14 Q/Zangle SIS Hosting & Support + Food Srv	Business Administration	010	43,711.81
				130	4,369.19
B14-00019	School Innovations & Advocacy	2013-14 Consulting mandated costs claims 2013/14	Business Administration	010	12,000.00
B14-00020	At & T CALNET2	Open PO for Telephone Charges	Medea Creek Middle School	010	3,000.00
B14-00021	Agoura Lock Technologies, Inc.	Open PO for locks & keys for site	Medea Creek Middle School	010	200.00

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 1

Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B14-00022	Apperson Print Management	Open PO for Scantrons	Medea Creek Middle School	010	2,000.00
B14-00023	Compuwave Inc.	Open PO for supplies	Medea Creek Middle School	010	2,000.00
B14-00024	Conejo Awards	Open PO for Engraving, Placques & Signs	Medea Creek Middle School	010	500.00
B14-00025	COSTCO WHOLESALE	Open PO for various supplies	Medea Creek Middle School	010	500.00
B14-00026	Document Systems	Open PO for supplies for all Ricoh Copiers	Medea Creek Middle School	010	1,800.00
B14-00027	Graphaids	PFA: Art Supplies	Medea Creek Middle School	010	430.00
B14-00028	J.W. Pepper & Son Inc.	PFA: Band and Chorus Music	Medea Creek Middle School	010	1,500.00
B14-00029	NICK RAIL MUSIC	PFA: Open PO for Instrument Repairs	Medea Creek Middle School	010	3,000.00
B14-00030	Noritsu American Corp	Open PO for Spin Bike Service	Medea Creek Middle School	010	1,664.00
B14-00031	Office Depot Customer Service Center	Open PO for office supplies	Medea Creek Middle School	010	3,000.00
B14-00032	Organized Sports Inc.	Open PO for any add'l PE/lock supplies	Medea Creek Middle School	010	500.00
B14-00033	Pitney Bowes Reserve Account	Open PO for postage & power purchase	Medea Creek Middle School	010	500.00
B14-00034	Pitney Bowes Lease Global	Open PO for postage machine lease	Medea Creek Middle School	010	2,532.00
B14-00035	Polar Electro Incorporated	Open PO - PE heart monitors	Medea Creek Middle School	010	500.00
B14-00036	Renaissance Learning, Inc	PFA: Open PO for AR Tests	Medea Creek Middle School	010	1,200.00
B14-00037	Robert Selman	PFA: Open PO for radio-related expenses	Medea Creek Middle School	010	500.00
B14-00038	Science Kit & Boreal Lab.	Open PO for consumable Science supplies	Medea Creek Middle School	010	500.00
B14-00039	Southwest School Supply	PFA: Open PO for supplies	Medea Creek Middle School	010	500.00
B14-00040	Town & Country Printing	Open PO for printing	Medea Creek Middle School	010	1,000.00
B14-00041	Witt Company	Open PO for Riso Supplies & Service	Medea Creek Middle School	010	1,000.00
B14-00042	Orb Technologies	PFA: Open PO for printer cartridges, supplies	Medea Creek Middle School	010	1,500.00
B14-00043	Jones School Supply Co. Inc.	Open PO for Quarterly Awards	Medea Creek Middle School	010	300.00
B14-00044	Office Depot Customer Service Center	misc school supplies	Oak Hills Elementary School	010	1,000.00
B14-00045	Document Systems	staples, color copies and maintenance for RICOH	Oak Hills Elementary School	010	3,000.00
B14-00046	Witt Company	maintenance and supplies for RISO	Oak Hills Elementary School	010	1,200.00
B14-00047	Southwest School Supply	misc school supplies	Oak Hills Elementary School	010	5,000.00
B14-00048	Southwinds Transportation	DON: Bus Transport for Astrocamp Trip	Medea Creek Middle School	010	5,600.00
B14-00049	Southwinds Transportation	DON: Open PO for Catalina Bus Transport	Medea Creek Middle School	010	9,300.00
B14-00050	Southwinds Transportation	DON: Bus Transportation for Outdoor Ed	Medea Creek Middle School	010	10,000.00
B14-00051	Southwinds Transportation	DON: Open PO-bus transportation Band trips	Medea Creek Middle School	010	3,200.00
B14-00052	Las Virgenes School Dist	2013/2014 - DIS Program Services - LVUSD	Pupil Services/Special Ed.	010	113,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B14-00053	Companion Connection	2013/14 - Companion Connection - OT Services	Pupil Services/Special Ed.	010	5,000.00
B14-00054	VCOE	2013/2014 - Out of District Aides/Services VCOE	Pupil Services/Special Ed.	010	35,000.00
B14-00055	VCOE	2013/2014 - Physical Therapy Services - VCOE	Pupil Services/Special Ed.	010	5,000.00
B14-00056	VCOE	2013/2014 - Excess Costs Transportation - VCOE	Pupil Services/Special Ed.	010	69,000.00
B14-00057	VCOE	VCOE - 2013/14 - Student Excess Costs (Tuition)	Pupil Services/Special Ed.	010	170,000.00
B14-00058	Conejo Uni Sch Dist	CVUSD - 2013/14 Student Excess Costs - Tuition	Pupil Services/Special Ed.	010	61,000.00
B14-00059	Agoura Lock Technologies, Inc.	2013-2014 Locksmith Services	Business Administration	010	2,000.00
B14-00060	Agoura Lube & Smog	2013-2014 Vehicle Lube and Smog	Business Administration	010	500.00
B14-00061	Air Cold Supply Inc	2013-2014 HVAC Parts Supplier	Business Administration	010	1,000.00
B14-00062	Apex Superstores, Inc	2013-14 Batteries for PA system, telephone, UPS	Business Administration	010	250.00
B14-00063	Arrowhead Processing Center	2013-14 Water at the Warehouse	Business Administration	010	500.00
B14-00064	Bee Professionals	2013-14 Bee Removal OPUSD	Business Administration	010	500.00
B14-00065	Better World Club	2013-14 PO Vehicle Roadside Assistance	Business Administration	010	632.50
B14-00066	California Pest Management	2013-2014 for pest management	Business Administration	010	9,000.00
B14-00067	Carlson's Building Materials	2013-2014 grounds equip repairs & Sup	Business Administration	010	500.00
B14-00068	Carrot-Top Industries, Inc.	2013-14 M&O Supplies and Equipment	Business Administration	010	500.00
B14-00069	Cedar Valley Plumbing Supply	2012-2013 Maintenance Plumbing supplies and tools	Business Administration	010	500.00
B14-00070	Commercial Door Company Inc	Annual Fire Door Maintenance MCMS	Business Administration	010	500.00
B14-00071	Corporate Telecomm	2013-2014 For Telephone repairs	Business Administration	010	2,000.00
B14-00072	Crowder Backflow Services, Inc	2013-2014 backflow services school yr	Business Administration	010	500.00
B14-00073	Delta Mechanical	2013-2014 HVAC Service	Business Administration	010	2,000.00
B14-00074	Dial Security	2013-2014 Security for IT Room @ the DO	Business Administration	010	444.00
B14-00075	Dunn-Edwards Corporation	2013-2014 for paint and paint supplies	Business Administration	010	1,000.00
B14-00076	Fence Factory	2013-2014 for misc equipment rental	Business Administration	010	500.00
B14-00077	G.I. Industries	2013-2014 for sanitation services	Business Administration	010	19,000.00
B14-00078	Golden State Fire Extinguisher	2013-2014 annual fire extinguisher ser	Business Administration	010	1,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B14-00079	Grainger Industrial Supply	2013-2014 Electrical Supplies	Business Administration	010	15,000.00
B14-00080	Graybar	2013-2014 Maintenance supplies and tools	Business Administration	010	500.00
B14-00081	Home Depot	2013-2014 Maintenance supplies and tools	Business Administration	010	3,000.00
B14-00082	House Sanitary Supply	2013-2014 Janitorial supplies & equipment	Business Administration	010	1,500.00
B14-00083	Javier Avalos	2013-2014 for Vehicle Washing	Business Administration	010	500.00
B14-00084	Johnstone Supply	2013-2014 for plumbing supplies	Business Administration	010	1,000.00
B14-00085	M/M Mechanical, Inc	2013-14 M&O Supplies and Equipment	Business Administration	010	500.00
B14-00086	McMaster-Carr Company	2013-2014 for electrical supplies	Business Administration	010	500.00
B14-00087	Oak Park Water Service	2013-2014 For Water	Business Administration	010	150,000.00
B14-00088	O'Linn Security	2013-2014 Patrol Services	Business Administration	010	1,500.00
B14-00089	Pacific Plumbing Specialists	2013-2014 plumbing parts and supplies	Business Administration	010	2,000.00
B14-00090	Pacificom	2013-14 comm supply & repairs	Business Administration	010	1,000.00
B14-00091	Pacwest Air Filter, LLC	2013-2014 HVAC Parts/Supplies	Business Administration	010	2,000.00
B14-00092	Pep Boys	2013-2014 for Vehicle parts and supplies	Business Administration	010	1,000.00
B14-00093	Pierres Welding & Maint.	2013-2014 welding services	Business Administration	010	1,500.00
B14-00094	Regency Enterprises, Inc	2013/14 for Lighting Supplies	Business Administration	010	500.00
B14-00095	RICHARDS TIRE MAN	2013-2014 for tire repair and service	Business Administration	010	750.00
B14-00096	Robert Selman	2013-14 M & O Supplies and Equipment	Business Administration	010	500.00
B14-00097	Russell Sigler Inc	2013-2014 HVAC Parts/Supplies	Business Administration	010	1,000.00
B14-00098	SMITH PIPE & SUPPLY	2013-2014 for grounds pipe supplies	Business Administration	010	2,000.00
B14-00099	Thousand Oaks Electric	2013-14 Electrical Supplies and Equipment	Business Administration	010	500.00
B14-00100	Triunfo Cty San Dist	2013-14 Sewer Service Annual Fee	Business Administration	010	89,284.80
B14-00101	Fagen Friedman & Fulfroft LLP	2013-14 Legal Services	Business Administration	010	165,635.00
B14-00102	M/M Mechanical, Inc	OPHS Roof Drain Clean Out	Business Administration	010	3,280.00
B14-00103	Demco	Open PO for Library and School Supplies	Medea Creek Middle School	010	125.00
B14-00104	House Sanitary Supply	Open PO for MCMS custodial supplies	Medea Creek Middle School	010	5,000.00
B14-00105	Regency Enterprises, Inc	Open PO for lighting supplies	Medea Creek Middle School	010	350.00
B14-00106	Tri-Valley Supply	misc custodial supplies	Oak Hills Elementary School	010	250.00
B14-00107	House Sanitary Supply	misc custodial supplies	Oak Hills Elementary School	010	5,260.00
B14-00108	Do-It Center	misc custodial supplies	Oak Hills Elementary School	010	500.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B14-00109	Brian Hoover	maintenance and upkeep of lobby fishtank	Oak Hills Elementary School	010	1,200.00
B14-00110	AT & T MCI	2011-12 telephone service	Oak Hills Elementary School	010	2,300.00
B14-00111	AARDVARK CLAY & SUPPLIES	Don/Art/mat & supp	Oak Park High School	010	3,300.00
B14-00112	Dick Blick	Art/Don/mat & supp	Oak Park High School	010	2,500.00
B14-00113	Conejo Hardwoods	Woodshop/Don/mat & supp	Oak Park High School	010	9,000.00
B14-00114	COSTCO WHOLESALE	Admin/mat & supp	Oak Park High School	010	3,000.00
B14-00115	Dan Amihud dba Dan's Piano Service	Piano/rnt lse rpr	Oak Park High School	010	600.00
B14-00116	Document Systems	Copying/Lott/mat & supp	Oak Park High School	010	4,000.00
B14-00117	Do-It Center	Custodial/mat & supp	Oak Park High School	010	200.00
B14-00118	Harland Technology	Scantron/Lott/rnt lse rpr	Oak Park High School	010	1,561.00
B14-00119	House Sanitary Supply	Custodial/mat & supp	Oak Park High School	010	20,000.00
B14-00120	Kater-Crafts Bookbinders	Textbook Rebinding/Lott/rnt lse rpr	Oak Park High School	010	5,000.00
B14-00121	Office Depot Customer Service Center	Office & Classroom/mat & supp	Oak Park High School	010	7,000.00
B14-00122	Pitney Bowes Lease Global	Mail/rnt lse rpr	Oak Park High School	010	1,800.00
B14-00123	PRECISION BUSINESS MACHINES	Copiers/rnt lse repr	Oak Park High School	010	200.00
B14-00124	Precision Data Products	Scantrons, etc/mat & supp	Oak Park High School	010	3,200.00
B14-00125	Rayvern Lighting Supply Co.Inc	Lighting & overhd projector bulbs/mat & supp	Oak Park High School	010	1,000.00
B14-00126	Regency Enterprises, Inc	Lighting/Custodial/mat & supp	Oak Park High School	010	1,200.00
B14-00127	School Speciality	Art/Don/mat & supp	Oak Park High School	010	7,000.00
B14-00128	Robert Selman	Radios/rnt lse repr	Oak Park High School	010	300.00
B14-00129	Top Quality Printing	Printing/non-instrut supp	Oak Park High School	010	3,000.00
B14-00130	Tri-Valley Supply	Custodial/rnt lse rpr	Oak Park High School	010	400.00
B14-00131	21ST CENTURY TONER CARTRIDGES dba: IMAGING PROD.SPEC.INC.	Toner Cartridges/mat & supp	Oak Park High School	010	2,200.00
B14-00132	Western Industrial Machine Rep	Woodshop/Gen Ed/rnt lse repair	Oak Park High School	010	1,000.00
B14-00133	Office Depot Customer Service Center	Open PO for office supplies	Home Independent Study Program	010	2,000.00
B14-00134	At & T CALNET2	OPIS Telephones	Home Independent Study Program	010	1,075.00
B14-00135	Regency Enterprises, Inc	Lights	Oak View High School	010	200.00
B14-00136	Arrowhead	Arrowhead Water #0027298777	Home Independent Study Program	010	700.00
B14-00137	BTC Laboratories	Proj 13-05R Special Inspection Services OPHS	Business Administration	213	3,000.00
B14-00138	House Sanitary Supply	open purchase order - custodial supplies	Brookside School	010	1,500.00
B14-00139	BTC Laboratories	Proj 13-01R Special Inspection Services BES	Business Administration	213	3,000.00
B14-00140	Do-It Center	Blanket PO for custodial supplies	Brookside School	010	250.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B14-00141	BTC Laboratories	Proj 13-03R Special Inspection Services OPHS	Business Administration	213	3,000.00
B14-00142	Regency Enterprises, Inc	Open Purchase order for light bulbs and recycling	Brookside School	010	537.50
B14-00143	Moore Medical Corp.	Health supplies	Brookside School	010	500.00
B14-00144	At & T CALNET2	telephone services	Brookside School	010	2,000.00
B14-00145	Office Depot Customer Service Center	office supplies	Brookside School	010	2,000.00
B14-00146	Document Systems	Open purchase order for color copies	Brookside School	010	300.00
B14-00147	Witt Company	maintenance and supplies for Riso	Brookside School	010	1,500.00
B14-00148	Southwest School Supply	school supplies	Brookside School	010	4,500.00
B14-00149	Southwest School Supply	Open order -- custodial supplies	Brookside School	010	4,000.00
B14-00150	U S POSTAL SERVICE(AMS-TMS) US PS/ASCOM HASLER	postal supplies	Brookside School	010	200.00
B14-00151	Agoura Lock Technologies, Inc.	keys/locks	Brookside School	010	100.00
B14-00152	Omega Construction Company	ROES Repair Boys Restrooms	Business Administration	010	14,500.00
B14-00153	Shell Oil Co	2013-2014 District Auto Gas	Business Administration	010	12,500.00
B14-00154	Federal Express Corp.	2013-2014 Postage	Business Administration	010	2,000.00
B14-00155	MC2 Wholesale Lighting	2013-2014 Lighting and Electrical Supplies	Business Administration	010	200.00
B14-00156	Pyro-Comm Systems, Inc.	2013-14 Fire Alarm Monitoring Service	Business Administration	010	2,880.00
B14-00157	So Cal Edison	2013-2014 Electrical Service	Business Administration	010	501,683.00
B14-00158	Southern California Gas Co.	2013-14 for Gas	Business Administration	010	23,900.00
B14-00159	Venco Western Inc.	2013-2014 for Mowing/Fertilization	Business Administration	010	78,000.00
B14-00160	Ventura County Schools	2013-14 Liability & Property Contribution	Business Administration	010	170,982.14
B14-00161	WELLS FARGO PAYMENT REMITTANCE CENTER	2013-2014 For Credit card purchases	Business Administration	010	6,500.00
B14-00162	Christy White Accountancy Corp	2013-2014 Annual Financial Audit Services	Business Administration	010	37,500.00
B14-00163	Discount School Supply	Art supplies for 2013/2014 school year	Neighborhood Pre-School Program	010	1,500.00
B14-00164	Arrowhead	Drinking Water for school year	Neighborhood Pre-School Program	010	450.00
B14-00165	Office Depot Customer Service Center	Office Supplies for school year	Neighborhood Pre-School Program	010	1,500.00
B14-00166	Dick Blick	Art Materials for 2013/2014	Neighborhood Pre-School Program	010	650.00
B14-00167	Document Systems	2013-2014 Copier maintenance agreement	Business Administration	010	55,000.00
B14-00168	Department Of Justice Bur. of Criminal Investigation	Fingerprinting Services	Human Resources	010	2,500.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B14-00169	Kimberly Mogavero	Grant Writer	Human Resources	010	3,000.00
B14-00170	Bader Iqbal M.D. dba Agoura Family Practice	TB Tests 2013-2014	Human Resources	010	2,675.00
B14-00171	ACCU-PRINTS	Fingerprinting Services	Human Resources	010	1,000.00
B14-00172	Office Depot Customer Service Center	Personnel/Curriculum Supplies 2013-2014	Human Resources	010	1,612.50
FS14-00001	D J Co-Ops	Commodity Food Co-Op	Food Services	130	800.00
FS14-00002	Alta Dena Certified Dairy	Dairy Products - Brookside Elem.	Food Services	130	4,000.00
FS14-00003	Alta Dena Certified Dairy	Dairy Products Oak Hills Elem	Food Services	130	4,000.00
FS14-00004	Alta Dena Certified Dairy	Dairy Products Red Oak Elem.	Food Services	130	4,000.00
FS14-00005	Alta Dena Certified Dairy	Dairy Products Medea Creek	Food Services	130	9,000.00
FS14-00006	Alta Dena Certified Dairy	Dairy Products Oak Park High & Cafe	Food Services	130	8,000.00
FS14-00007	At & T CALNET2	Phone Bills	Food Services	130	300.00
FS14-00008	Gold Star Foods	Cooler, Dry, & Frozen Storage Charges	Food Services	130	800.00
FS14-00009	Gold Star Foods	Frozen Food/ BES-OH-RO	Food Services	130	19,500.00
FS14-00010	Gold Star Foods	Frozen Food/ MCMS	Food Services	130	30,000.00
FS14-00011	Gold Star Foods	Purchase of Frozen Food / Oak Park High	Food Services	130	28,000.00
FS14-00012	Johnstone Supply	Parts for Refrig & Freezers-BES-OH-RO-MC-OPHS	Food Services	130	1,075.00
FS14-00013	Marx Bros. Fire Extinguisher	Fire System Service /MCMS	Food Services	130	230.00
FS14-00014	Marx Bros. Fire Extinguisher	Fire System Service/ OPHS-CAFE	Food Services	130	375.00
FS14-00015	P&R Paper Supply Company, Inc.	Paper Products / BES-OHES-ROES	Food Services	130	9,000.00
FS14-00016	P&R Paper Supply Company, Inc.	Paper Products/ MCMS	Food Services	130	12,000.00
FS14-00017	P&R Paper Supply Company, Inc.	Paper Products/ OPHS-	Food Services	130	12,000.00
FS14-00018	Produce Available Inc.	Fresh Produce - Brookside Elem.	Food Services	130	3,200.00
FS14-00019	Produce Available Inc.	Fresh Produce Oak Hills Elem.	Food Services	130	5,000.00
FS14-00020	Produce Available Inc.	Fresh Produce / Red Oak Elem.	Food Services	130	3,500.00
FS14-00021	Produce Available Inc.	Fresh Produce / Medea Creek	Food Services	130	8,500.00
FS14-00022	Produce Available Inc.	Fresh Produce / Oak Park High	Food Services	130	9,000.00
FS14-00023	Right Away Pizza, Inc. Db	Pizza / Brookside	Food Services	130	6,700.00
FS14-00024	Right Away Pizza, Inc. Db	Pizza / Oak Hills	Food Services	130	8,000.00
FS14-00025	Right Away Pizza, Inc. Db	Pizza / Red Oak	Food Services	130	4,600.00
FS14-00026	Right Away Pizza, Inc. Db	Pizza / Medea Creek	Food Services	130	25,000.00
FS14-00027	Right Away Pizza, Inc. Db	Pizza / Oak Park High	Food Services	130	14,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
FS14-00028	Stix Holdings, LLC	Nutrient Based Chicken / Brookside Elem.	Food Services	130	4,000.00
FS14-00029	Stix Holdings, LLC	Nutrient Based Chicken / Oak Hills Elem.	Food Services	130	4,500.00
FS14-00030	Stix Holdings, LLC	Nutrient Based Chicken / Red Oak Elem.	Food Services	130	3,000.00
FS14-00031	Stix Holdings, LLC	Nutrient Based Chicken / Medea Creek	Food Services	130	25,000.00
FS14-00032	Stix Holdings, LLC	Nutrient Based Chicken / Oak Park High	Food Services	130	18,000.00
FS14-00033	Thomas Pumping	Open PO for pumping grease traps / BES / MC / OPHS	Food Services	130	2,100.00
FS14-00034	Sysco Ventura, Inc.	Food Items, Drinks, Snacks / Brookside Elem	Food Services	130	4,000.00
FS14-00035	Sysco Ventura, Inc.	Food Items, Drinks, Snacks / Oak Hills Elem	Food Services	130	3,300.00
FS14-00036	Sysco Ventura, Inc.	Food Items, Drinks, Snacks / Medea Creek	Food Services	130	45,000.00
FS14-00037	Sysco Ventura, Inc.	Food Items, Drinks, Snacks / Oak Park High	Food Services	130	50,000.00
FS14-00038	Sysco Ventura, Inc.	Food Items, Drinks, Snacks / Red Oak Elem	Food Services	130	3,500.00
FS14-00039	Alpine Refrigeration	Refrigeration Repair	Food Services	130	1,000.00
FS14-00040	Western Bagel	Bagels/ Brookside	Food Services	130	300.00
FS14-00041	Western Bagel	Bagels/ Oak Hills	Food Services	130	300.00
FS14-00042	Western Bagel	Bagels/ Red Oak	Food Services	130	300.00
FS14-00043	Western Bagel	Bagels/ Medea Creek	Food Services	130	3,500.00
FS14-00044	Western Bagel	Bagels / OPHS	Food Services	130	2,000.00
FS14-00045	Wildflour Bakery & Cafe, LLC	Fresh Bread & Rolls - Brookside	Food Services	130	1,000.00
FS14-00046	Wildflour Bakery & Cafe, LLC	Fresh Bread & Rolls- Oak Hills	Food Services	130	1,000.00
FS14-00047	Wildflour Bakery & Cafe, LLC	Fresh Bread & Rolls - Red Oak	Food Services	130	800.00
FS14-00048	Wildflour Bakery & Cafe, LLC	Wheat Bread & Rolls / Medea Creek	Food Services	130	4,000.00
FS14-00049	Wildflour Bakery & Cafe, LLC	Wheat Bread & Rolls / OPHS	Food Services	130	5,000.00
FS14-00050	Acorn Press	Legal Advertising	Food Services	130	350.00
FS14-00051	Taylor Freezers of California	Sanitizer for Soft Serve Machine	Food Services	130	322.50
FS14-00052	Planglow c/o American Express	Natural Paper Goods	Food Services	130	3,000.00
P13-00646	Herff Jones	Faculty Gown & Hood	Home Independent Study Program	010	137.27
P13-00668	Challenge Success	Challenge Success Survey at OPHS	Curriculum	010	3,500.00
P13-00669	Pearson AGS Globe	Donation/Science/mat & supp	Oak Park High School	010	23.47
P13-00670	Culver Newlin	Carts/Athletics	Oak Park High School	010	369.80
P13-00671	AP Exams	Don/AP Exams/mat & supp	Oak Park High School	010	70,415.00
P13-00672	IQ Innovations	On-Line Courses 2012-13	Oak View High School	010	150.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P13-00673	Louie's Moving	Proj 13-01R Move Out/In Bldg 200 BES	Business Administration	213	7,350.00
				213	7,350.00
P13-00674	Ferguson Enterprises	Plumbing Supplies	Business Administration	010	419.60
P13-00675	M/M Mechanical, Inc	Proj 13-11R Water Service Upgrade BES	Business Administration	213	37,555.45
				213	28,331.55
P13-00676	Waisman Construction, Inc.	Proj 13-03R Bldg C Modernization OPHS	Business Administration	213	344,489.86
				213	1,141,010.14
P13-00677	Waisman Construction, Inc.	Proj 13-05R ADA Field Improvements OPHS	Business Administration	213	185,345.00
				213	219,655.00
P13-00678	Quality Paving	Proj 13-07R Parking Lot Repairs OHES	Business Administration	213	42,184.00
				213	10,945.00
P13-00679	Channel Islands Roofing	Proj 13-13R Roof Replacements OHES/MCMS	Business Administration	213	66,794.50
				213	3,515.50
P13-00680	Hughes General Engineering	Proj 13-19R Concrete Walkway Repairs OPHS	Business Administration	213	63,144.36
				213	24,352.64
P13-00681	SBS Corporation	Proj 13-01R (Rebid) Bldg 200 Modernization BES	Business Administration	213	14,029.60
				213	658,173.40
P13-00682	Compuwave Inc.	Toner for Color Printer	Home Independent Study Program	010	116.10
P13-00683	Hilford Moving and Storage	Proj 13-03R Move In/Out Bldg C Modernization OPHS	Business Administration	213	12,000.00
				213	2,790.00
P13-00684	Matt Finders	Consulting OPHS Music Program	Business Administration	010	4,000.00
P13-00685	Agoura Equip Rentals	Proj 13-05R Container Relocation OPHS	Business Administration	213	346.99
P13-00686	SMITH PIPE & SUPPLY	Proj 13-05R Supplies ADA Field Improvements OPHS	Business Administration	213	247.14
P13-00687	Home Depot	Proj 13-01R Moving Boxes Bldg 200 Mod BES	Business Administration	213	128.97
P13-00688	Sportime LLC	Protocol Order - Adapted Physical Education	Pupil Services/Special Ed.	010	104.02
P13-00689	Southwinds Transportation	CULMINATION: Bus Transport Disneyland	Medea Creek Middle School	010	5,604.80
P13-00690	VCOE	Common Core 4/23 & 5/3/2013	Human Resources	010	665.12
P13-00691	ACSA Membership Processing	EDCAL ad for AP @ OPHS	Human Resources	010	390.00
P13-00692	ACSA Membership Processing	EDCAL ad for AP @ OPHS	Human Resources	010	390.00
P13-00693	Best Contracting Services	Proj 13-20R Roof Replacement Bldg A OPHS	Business Administration	213	47,152.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P13-00694	LA Sound Co	C6 Equipment Pavilion Sound OPHS	Business Administration	212	2,623.75
P13-00695	Gym Tek, Inc.	OPHS Sound & Light Board Rm	Business Administration	010	850.00
P13-00696	Oak Park High School	CULMINATION: OPHS Security Costs	Medea Creek Middle School	010	1,675.00
P13-00697	Trees & Things	Proj 13-19R Tree Removal Walkway Repairs OPHS	Business Administration	213	5,750.00
P13-00698	Herff Jones	PFC Don/Honor Cords Grad/mat & supp	Oak Park High School	010	1,637.87
P13-00699	Hotmath, Inc.	LOTT: Catchup Math	Medea Creek Middle School	010	950.00
P13-00700	Construction Testing & Enginee	Proj 12-08R DSA Inspection Bldg E Admin OPHS	Business Administration	213	440.00
P13-00701	Construction Testing & Enginee	Proj 12-10R DSA Inspections M&N Restroom Mod OPHS	Business Administration	213	220.00
P13-00702	American Technologies, Inc.	Proj 12-08R Asbestos Removal Bldg E Mod OPHS	Business Administration	213	400.00
P13-00703	Newman, Aaronson and Vanaman	Settlement Fees to Attorney	Pupil Services/Special Ed.	010	1,800.00
P13-00704	T&T Truck and Crane Service	Proj 13-19R Crane Service Concrete Repairs OPHS	Business Administration	213	4,304.00
P13-00705	Relocation Network Inc	ROES Move Teacher	Business Administration	010	1,500.00
P13-00706	Construction Testing & Enginee	Proj 11-01R DSA Inspection Science Bldg OPHS	Business Administration	213	220.00
P13-00707	Construction Testing & Enginee	Proj 13-18R DSA Inspection Wood Columns OPHS	Business Administration	213	2,310.00
P13-00708	Jim Martin Construction, Inc.	Proj 13-17R Door Replacement MCMS	Business Administration	213	96,000.00
P13-00709	Dunn-Edwards Corporation	Proj 13-13R Paint Supplies Roof Replacement MCMS	Business Administration	213	45.30
P13-00710	Home Depot	Proj 13-20R Supplies Roof Replacement OPHS	Business Administration	213	43.32
P13-00711	Home Depot	Proj 10-01R Supplies Fire Alarms	Business Administration	213	66.44
P13-00712	Do-It Center	Proj 13-03R Supplies Bldg C Mod OPHS	Business Administration	213	29.39
P13-00713	Challenge Success	Challenge Success Survey OPHS	Business Administration	010	1,000.00
				010	2,750.00
P13-00714	Valley Crest Landscape	Proj 13-01R Landscape Bldg 200 Modernization BES	Business Administration	213	10,800.00
P13-00715	Construction Testing & Enginee	Proj 13-01R Inspection Services Bldg 200 Mod BES	Business Administration	213	440.00
P13-00716	Construction Testing & Enginee	Proj 13-03R Inspection Services Bldg C Mod OPHS	Business Administration	213	1,320.00
P13-00717	Construction Testing & Enginee	Proj 13-05R Inspection Services ADA Field OPHS	Business Administration	213	16,623.00
P13-00718	Department of Industrial Relations(Accounting)	Proj 12-08R, 12-07R, 12-10R, 12-06R CMU Monitoring	Business Administration	213	92.72

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Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P13-00719	Thousand Oaks Electric	Proj 13-21R Transformer Installation OHES	Business Administration	213	2,945.00
P13-00720	Document Systems	Proj 13-03R Relocation of Copier Bldg C OPHS	Business Administration	213	75.00
P13-00721	VCOE	VPSS classes Randi Liepman	Human Resources	010	300.00
P13-00722	Forest Heights Lodge	2012/2013 NPS Services	Pupil Services/Special Ed.	010	22,352.70
P13-00723	DHK Solutions, Inc.	Proj 13-01R Rolling Carts Bldg 200 Mod BES	Business Administration	213	13,600.00
P13-00724	Agoura Lock Technologies, Inc.	Proj 13-03R Locks Building C Mod OPHS	Business Administration	213	482.98
P13-00725	Agoura Lock Technologies, Inc.	Proj 13-01R Locks Bldg 200 Modernization BES	Business Administration	213	196.88
P13-00726	AJW, Inc.	Proj 13-01R Inspection Services Bldg 200 Mod BES	Business Administration	213	9,000.00
P13-00727	University of Oregon	DIBELS Assessment Data	Curriculum	010	38.00
P13-00728	Construction Testing & Engineer	Proj 11-14R Testing Restroom Replacement OVHS	Business Administration	213	11,130.00
P13-00729	Construction Testing & Engineer	Proj RDSA DSA Closeout Pavilion OPHS	Business Administration	213	550.00
P13-00730	Construction Testing & Engineer	Proj 13-03R DSA Inspection OPHS	Business Administration	213	3,300.00
P13-00731	Construction Testing & Engineer	Proj 13-05R DSA Inspection ADA Improvements OPHS	Business Administration	213	1,980.00
P13-00732	Construction Testing & Engineer	Proj 13-01R DSA Inspection Services Bldg 200 BES	Business Administration	213	1,100.00
P13-00733	Dale Scott & Company	2012-13 Continuing Disclosure Annual Report GOB	Business Administration	212	1,924.59
P14-00008	Ventura County Association of School Psychologists	2013/2014 - VCASP Membership	Pupil Services/Special Ed.	010	45.00
P14-00009	Perma-Bound	PFC: A/R Book order 2012-13	Medea Creek Middle School	010	3,362.91
P14-00010	Houghton Mifflin Harcourt	DON: Spanish 1 Workbooks	Medea Creek Middle School	010	1,339.82
P14-00011	Educational Data Systems	CELDT Pre ID 2013-2014	Curriculum	010	314.60
P14-00012	FOLLETT SOFTWARE CO	DISC: Library barcodes	Medea Creek Middle School	010	163.10
P14-00013	California School Boards Assn	CSBA Membership Renewal	Board of Education	010	8,575.00
P14-00014	Us Bank Trust Nat'l Assn.	Admin Services 2009 GOB Election 2008 Series A	Business Administration	010	700.00
P14-00015	Us Bank Trust Nat'l Assn.	Admin Services 2009 GOB Election 2006 Series B	Business Administration	010	700.00
P14-00016	The Lampo Group, Inc.	Don/Wkbooks/mat & supp	Oak Park High School	010	1,018.81
P14-00017	Regency Enterprises, Inc	Open P.O. for purchase of light bulbs	Oak Hills Elementary School	010	250.00
P14-00018	Agoura Lock Technologies, Inc.	Keys/Custodial/mat & supp	Oak Park High School	010	400.00
P14-00019	Office Depot Customer Service Center	Blanket PO for office supplies	Oak View High School	010	1,500.00
P14-00020	At & T CALNET2	OVHS Telephones - Open PO	Oak View High School	010	1,000.00

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Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P14-00021	Western Psychological Services	2013-14 - Psych Protocols/tests	Pupil Services/Special Ed.	010	1,033.51
P14-00022	PEARSON ASSESSMENTS ORDER PROC ESSING	2013/14 - Test Kit order - Psychs	Pupil Services/Special Ed.	010	153.40
P14-00023	Follett c/o American Express	OPHS Biology Textbook 2013-2014	Curriculum	010	2,176.10
P14-00024	Follett c/o American Express	OPHS Textbooks 2013-2014	Curriculum	010	4,788.38
P14-00025	Textbook Warehouse c/o AMEX	OPHS Textbooks 2013-2014	Curriculum	010	2,073.88
P14-00026	Vista Higher Learn c/o AMEX	OPHS Spanish Textbooks 2013-2014	Curriculum	010	6,964.88
P14-00027	Houghton Mifflin Harcourt c/o American Express	BES ELA - Common Core Medallion Textbooks 2013-14	Curriculum	010	8,354.69
P14-00028	Houghton Mifflin Harcourt c/o American Express	OHES ELA - Common Core Medallion Textbooks 2013-14	Curriculum	010	7,235.70
P14-00029	Houghton Mifflin Harcourt c/o American Express	ROES/OPIS ELA Common Core Medallion Texts 2013-14	Curriculum	010	9,328.04
P14-00030	Virco Inc., c/o American Express	OHES Furniture 2013-14	Business Administration	212	2,029.68
P14-00031	Textbook Warehouse c/o AMEX	OVHS Textbooks 2013-2014	Curriculum	010	358.38
P14-00032	Follett c/o American Express	BES Textbooks 2013-2014	Curriculum	010	2,724.71
P14-00033	Follett c/o American Express	BES Consumable Textbooks 2013-2014	Curriculum	010	21,983.64
P14-00034	McGraw-Hill Education c/o American Express	BES Consumable Grade 5 Math Textbooks 2013-2014	Curriculum	010	636.62
P14-00035	McGraw-Hill Education c/o American Express	OHES Consumable Grade 5 Math Textbooks 2013-2014	Curriculum	010	149.11
P14-00036	McGraw-Hill Education c/o American Express	ROES Consumable Grade 5 Math Textbooks 2013-2014	Curriculum	010	1,043.75
P14-00037	Virco Inc., c/o American Express	OVHS Furniture 2013-14	Business Administration	212	2,200.69
P14-00038	Virco Inc., c/o American Express	OPHS Furniture Order 2013-2014	Business Administration	212	20,219.68
P14-00039	Follett c/o American Express	OHES ELA - Textbooks 2013-14	Curriculum	010	1,918.61
P14-00040	Ventura County Graphic Service	Badger Claws Grade 3 BES	Curriculum	010	311.52
P14-00041	Follett c/o American Express	OHES Consumable Textbooks 2013-2014	Curriculum	010	22,058.25
P14-00042	Follett c/o American Express	ROES Textbooks 2013-2014	Curriculum	010	6,956.29
P14-00043	McGraw-Hill Education c/o American Express	OHES Consumable Grd 4 Math/Health Tchr 2013-14	Curriculum	010	1,382.63
P14-00044	Follett c/o American Express	ROES Consumable Textbooks 2013-2014	Curriculum	010	26,651.29
P14-00045	McGraw-Hill Education c/o American Express	ROES Consumable Grade 4 Math Textbooks 2013-2014	Curriculum	010	1,351.91
P14-00046	Textbook Warehouse c/o AMEX	ROES Teachers Textbooks 2013-2014	Curriculum	010	199.16

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Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P14-00047	Delta Education, LLC American Express	OHES FOSS Science Textbooks 2013-14	Curriculum	010	6,909.35
P14-00048	Delta Education, LLC American Express	OHES FOSS Science Materials 2013-14	Curriculum	010	3,851.47
P14-00049	Delta Education, LLC c/o American Express	BES FOSS Science Materials 2013-14	Curriculum	010	1,528.31
P14-00050	Delta Education, LLC c/o American Express	BES FOSS Science Textbooks 2013-14	Curriculum	010	4,645.12
P14-00051	Rusty Nail Services	OPHS Repair Lockers	Business Administration	010	1,254.00
P14-00052	Creative Shade LLC	ROES Replace Shade Canopy	Business Administration	010	1,509.62
P14-00053	Shiffler Equipment Sales, Inc	Proj 13-03R Lockers Bldg C Modernization OPHS	Business Administration	213	6,827.33
P14-00054	Delta Education, LLC c/o American Express	ROES FOSS Science Materials 2013-14	Curriculum	010	3,145.50
P14-00055	Delta Education, LLC c/o American Express	ROES FOSS Science Textbooks 2013-14	Curriculum	010	11,164.85
P14-00056	Houghton Mifflin Harcourt c/o American Express	MCMS/OPIS Social Studies eEditions 2013-14	Curriculum	010	4,430.00
P14-00057	Educational Data Systems	PFT Testing 2013-2014 School yr	Curriculum	010	1,009.56
P14-00058	Virco Inc., c/o American Express	ROES Furniture 2013-14	Business Administration	212	3,738.08
P14-00059	Virco Inc., c/o American Express	OPIS Furniture 2013-14	Business Administration	212	7,600.65
P14-00060	Virco Inc., c/o American Express	BES Furniture 2013-14	Business Administration	212	10,375.22
P14-00061	Follett c/o American Express	OPIS Consumable Textbooks 2013-2014	Curriculum	010	2,001.96
P14-00062	Southwest School Supply	Pencils for STAR testing 13-14	Curriculum	010	1,283.45
P14-00063	Follett c/o American Express	OPIS Textbooks 2013-2014	Curriculum	010	5,215.14
P14-00064	Follett c/o American Express	MCMS Consumable Textbooks 2013-2014	Curriculum	010	367.54
P14-00065	Sports Facilities Group	OPHS maintenance bleachers	Business Administration	010	5,600.00
P14-00066	Follett c/o American Express	MCMS Textbooks 2013-2014	Curriculum	010	8,703.29
P14-00067	Leader Carpet	Proj 13-04R Carpet Rm 5 and 6 OHES	Business Administration	213	7,000.00
P14-00068	Leader Carpet	Proj 13-04R Carpet Rm C40, C41.C47 ROES	Business Administration	213	6,635.00
P14-00069	Textbook Warehouse c/o AMEX	OPIS Textbooks 2013-2014	Curriculum	010	4,366.06
P14-00070	Textbook Warehouse c/o AMEX	MCMS Textbooks 2013-2014	Curriculum	010	16,646.72
P14-00071	Follett c/o American Express	OPHS Wkbks HoltMcDougal 2013-2014	Curriculum	010	9,248.43
P14-00072	AMSCO School Publication c/o American Express	OPHS Wkbks AP US History AMSCO 2013-2014	Curriculum	010	1,765.49
P14-00073	Textbook Warehouse c/o AMEX	OPHS Wkbks AP French 2013-2014	Curriculum	010	253.30
P14-00075	Follett c/o American Express	OPHS Wkbks English Vocab 2013-2014	Curriculum	010	3,404.23

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Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P14-00076	Cengage Learning Inc c/o Ameri can Express	OPHS Wkbks Accounting 2013-2014	Curriculum	010	4,709.31
P14-00077	McGraw-Hill Education c/o Am erican Express	BES Consumable Grade 4 Math Textbooks 2013-2014	Curriculum	010	695.84
P14-00078	DESTIN THOMAS COMMUNICATIONS	Emergency Radios All Sites - Safety Credits	Business Administration	010	10,465.13
P14-00079	BC Rincon Construction Inc.	Proj 13-19R Asphalt Paving OPHS	Business Administration	213	13,008.45
P14-00080	Oak Meadow school	OPIS Psychology Textbooks 2013-2014	Curriculum	010	1,218.25
P14-00081	Fence Factory	Proj 13-05R ADA Field Improvements OPHS	Business Administration	213	4,418.00
P14-00082	BTC Laboratories	Proj 13-05R DSA Testing Services Concrete OPHS	Business Administration	213	1,376.00
P14-00083	BTC Laboratories	Proj 13-03R DSA Testing Epoxy Bldg C OPHS	Business Administration	213	1,720.00
P14-00084	Herrig&Vogt LLP / Brannon Inc	Settlement Agreement	Business Administration	213	450,000.00
P14-00085	Kaiser Air & Sheet Metal Inc.	Proj 12-19R HVAC Replacement ROES/MCMS	Business Administration	213	7,160.00
P14-00086	DHK Solutions, Inc.	Proj 12-08R Mailbox Bldg E Admin OPHS	Business Administration	213	3,000.00
P14-00087	Houghton Mifflin Harcourt	OPHS Textbook Spanish Level 1	Curriculum	010	16,271.42
P14-00088	Fence Factory	Proj 13-21R Fence Around Transformers OHES	Business Administration	213	2,986.00
P14-00089	Rancho Simi Recreation & Park District	Shakespeare by the Sea - King John	Business Administration	010	1,000.00
P14-00090	Houghton Mifflin Harcourt	MCMS Textbook Spanish Level 1	Curriculum	010	6,779.76
P14-00091	Challenge Success	Challenge Success Survey MCMS	Business Administration	010	3,750.00
P14-00092	AED Authority	AED Batteries - Safety Credits	Business Administration	010	314.23
T13-00055	Uzibull	iPad covers (120) Uzibull Silicone	Technology Coordinator	212	3,096.74
T13-00056	Squirrels, LLC	Licensing for Reflector - districtwide	District-wide	212	1,600.00
T14-00001	JAMF	JAMF Casper Suite License Renewal	Technology Coordinator	010	16,561.65
T14-00002	Schoolwires, Inc	District Web Site Hosting	Technology Coordinator	010	8,272.21
T14-00003	PCMG Inc,	Fortinet Annual Maintenance	Technology Coordinator	010	419.00
T14-00004	SHI International	Microsoft licensing CAMSA Districtwide	Technology Coordinator	010	9,238.20
T14-00005	Border LAN Security	Lightspeed Content Filtering District 3yr	Technology Coordinator	010	11,968.00
T14-00006	Compuwave Inc.	VMware Licensing maintenancne - 3 years	Technology Coordinator	010	9,199.00
T14-00007	CDW GOVERNMENT INC	PowerDock5 for iPad charging	Technology Coordinator	212	1,704.52
T14-00008	Compuwave Inc.	Printer for 5th Grade-Paid from Donations	Oak Hills Elementary School	010	252.63

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Includes 06/01/2013 - 07/31/2013

PO Number	Vendor Name	Description	Location	Fund	Account Amount
T14-00009	Tangent	Tangent Hosted Spam Filter	Technology Coordinator	010	1,125.00
TB14-00001	Mobius Consulting	Network Consulting Services (Prepaid TimePacks)	Technology Coordinator	010	10,000.00
TB14-00002	Apple Computer, Inc. Ms:198-3E D	Open PO for Computer Equipment Less Than \$500.00	Technology Coordinator	010	7,000.00
TB14-00003	CDW GOVERNMENT INC	Open PO for Equipment and Supplies	Technology Coordinator	010	3,000.00
TB14-00004	Compuwave Inc.	OpenPO - Equipment & Supplies	Technology Coordinator	010	4,000.00
TB14-00005	PCMG Inc,	Open PO Equipment and Supplies	Technology Coordinator	010	4,000.00
TB14-00006	Monoprice	Open PO Equipment & Supplies	Technology Coordinator	010	1,000.00
TB14-00007	Compuwave Inc.	HR printer supplies 2013-2014	Human Resources	010	1,612.50
Total Number of POs			398	Total	6,854,130.99

Fund Summary

Fund	Description	PO Count	Amount
010	General Fund	25	115,574.93
212	Measure C6 Technology Bond Fun	4	9,245.08
213	Measure R FACILITIES Bond Fund	37	835,659.48
Total Fiscal Year 2013			960,479.49
010	General Fund	256	2,645,735.28
130	Cafeteria Fund	53	420,221.69
212	Measure C6 Technology Bond Fun	7	47,868.52
213	Measure R FACILITIES Bond Fund	29	2,779,826.01
Total Fiscal Year 2014			5,893,651.50
Total			6,854,130.99

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TO: BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.1.d. APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS – JULY 2013

Consent

ISSUE: Shall the Board of Education approve the Quarterly Report on Williams Uniform Complaints – July 13?

BACKGROUND: As a result of a lawsuit filed against the State of California, the State Legislature passed several bills that codified the negotiated settlement to the suit. One of the many requirements of this legislation is for school districts to establish a uniform complaint process to allow parents or member of the public to register written complaints regarding textbook/instructional materials sufficiency, teacher vacancy or missassignment, and hazardous conditions of school facilities.

Education Code 35186 requires the Superintendent or designee report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the Board of Education and the County Office of Education. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting.

These two Quarterly Reports were never completed or approved by the Board. In order to keep the files up to date, we are requesting the Board approve these reports to be turned into the County Office of Education\

ALTERNATIVES: 1. Approve the Quarterly Report on Williams Uniform Complaints –July 2013
2. Do not approve the Quarterly Report on Williams Uniform Complaints July 2013

RECOMMENDATION: Alternative #1.

RATIONALE: It is the policy of the district to comply with federal and state laws and regulations governing education programs or activities which receive state or federal funding.

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:
VOTE: AYES NOES ABSTAIN ABSENT

Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Quarterly Report on Williams and Valenzuela Uniform Complaints
For Districts With Grades 10-12 Offering CAHSEE Intensive Instruction and Services
[Education Code Section 35186(d)]
Fiscal year 2012-2013

District: Oak Park Unified School District

Person completing this form: Dr. Leslie Heilbron

Title: Assistant Superintendent, Human Resources

Quarterly Report Submission Date: ☐ October 2012 (7/1/12 to 9/30/12)
(check one) ☐ January 2013 (10/1/12 to 12/31/12)
☐ April 2013 (1/1/13 to 3/31/13)
☒ July 2013 (4/1/13 to 6/30/13)

Date for information to be reported publicly at governing board meeting: August 20, 2013
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
Totals	0		

Anthony W. Knight, Ed.D.
Name of District Superintendent

Signature of District Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.1.e. APPROVE 2012-2013 ANNUAL ATTENDANCE REPORT

CONSENT

ISSUE: Shall the Board receive and review the 2012-13 Annual Attendance Report recording the District's Average Daily Attendance (ADA) ending with the tenth and final school month of the reporting period?

BACKGROUND: Education Code requires the governing board of each school district to report its actual student attendance the State Superintendent of Instruction at three key times each school year. The Board approves the First Period Report each December, the Second Period Report, usually in April, and an Annual Report at the conclusion of each school year. The 2012-13 First and Second Period Reports have previously been certified as required, and the Annual Report is attached for the Board's information.

RECOMMENDATION: None - information only.

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Report of School District Attendance

County: Ventura

Fiscal Year: 2012-13

District: Oak Park Unified

Annual

CDS CODE 56 73874

Certificate Number: C2B622A7

Regular Elementary and High School ADA		Elementary	High School
Kindergarten	A-1	236.24	
Grades 1 - 3	A-2	822.91	
Grades 4 - 6	A-3	982.94	
Grades 7 - 8	A-4	747.82	
Grades 9 - 12	A-5		1,528.18
Continuation Education	A-6		44.49
Opportunity Schools and Full-Day Opportunity Classes	A-7	0.00	0.00
Home and Hospital	A-8	0.00	2.32
Special Education - Special Day Class	A-9	2.86	2.89
Special Ed - Nonpublic, Nonsectarian Schools [E.C. 56366(a) (7)]	A-10	0.91	3.59
Special Ed - Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-11	0.00	0.00
Community Day School (Divisor 70/135/180)			
Mandatory Expelled Pupils ADA	A-12	0.00	0.00
All Other Pupils ADA	A-13	0.00	0.00
Extended Year ADA (Divisor 175)			
Extended Year Special Education [E.C. 56345(b) (3)]	A-14	1.37	1.08
Extended Year Special Ed - Nonpublic, Nonsectarian Schools [E.C. 56366(a) (7)]	A-15	0.11	0.34
Extended Year Special Ed - Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-16	0.00	0.00
Regional Occupational Centers/Programs (Divisor 85/135/175)			
Classes for Adults ADA (Divisor 85/135/175)			
Concurrently Enrolled Secondary Students	B-2		0.00
Adults Enrolled; State Apportioned	B-3		0.00
Students 21 Years or Older and Students 19 years or Older Not continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study	B-4		0.00
Adults in Correctional Facilities	B-5		0.00

California Department of Education

Revenue and Attendance Data Collection Software

2012-12.00

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7/3/2013 10:25:34 AM

Report of School District Attendance

County: Ventura

Fiscal Year: 2012-13

District: Oak Park Unified

Annual

CDS CODE 56 73874

Certificate Number: C2B622A7

ADA Totals (Sum of A-1 through B-5)	B-6	2,795.16	1,582.89
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ADA for Students in Full-Time Independent Study included in Section A (Lines A-1 through A-7, and A-9)	C-1	52.96	122.25
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ADA Not Eligible for Funding Generated through Independent Study not included in Section A (Lines A-1 through A-7, and A-9)	C-2	0.00	0.00
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ADA for Students in Transitional Kindergarten Pursuant to E.C. 46300 included in Section A (Lines A-1 and A-8 through A-16, First Year ADA Only)	C-3	11.75	
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ADA for Students Participating in the CALWORKS Program Pursuant to E.C. 33117.5 included in Line B-1	C-4		0.00
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ADA for Students Participating in the CALWORKS Program Pursuant to E.C. 33117.5 included in Lines B-3 and B-4	C-5		0.00
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Apprentice Hours Pursuant to Section 3074 of the Labor Code	C-6		0
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Community Day School - Additional Funds (Divisor 70/135/180)

Mandatory Expelled Pupils -- [E.C. 48915(d)]

5th Hour ADA	C-7	0.00	0.00
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6th Hour ADA	C-8	0.00	0.00
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All Other Community Day School Pupils

5th Hour ADA	C-9	0.00	0.00
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6th Hour ADA	C-10	0.00	0.00
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After-School Supervised Attendance

Pupil Hours for 7th Hour	C-11	0	0
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Pupil Hours for 8th Hour	C-12	0	0
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Certification

County: Ventura
District: Oak Park Unified
CDS CODE 56 73874

Fiscal Year: FY 2012-13
Annual
C2B622A7 ✓

Report of Attendance for Pupils Residing in the District

I hereby certify that, to the best of my knowledge and belief, this report is true and correct and all data have been compiled and reported in accordance with state and federal laws and regulations and the instructions for this report.

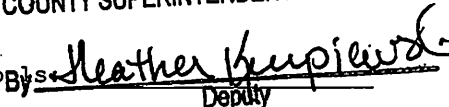
School District Superintendent:



Date: 07.03.13

STANLEY C. MANIO
COUNTY SUPERINTENDENT OF SCHOOLS

County Superintendent of Schools


Deputy

Date: 7-8-13

Any inquiries concerning this report should be directed to:

CONTACT NAME Barbara Dickerson

PHONE (818) 735-3215 *

FAX (818) 865-8467

E-Mail bdickerson@oakparkusd.org

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.1.f. APPROVE RENEWAL AGREEMENT WITH SCHOOL INNOVATIONS & ACHIEVEMENT TO PROVIDE TEACHER NOTIFICATIONS MANDATED BY EDUCATION CODE 49079
CONSENT

ISSUE: Shall the Board approve the renewal agreement with School Innovations & Achievement (SI&A) to provide teacher notifications as mandated by Education Code (EC) 49079?

BACKGROUND: EC 49079 mandates that school districts create a database to identify each pupil who has engaged in any suspension or expulsion acts described in EC Sections 48900, and 48900.2–48900.7 within the previous three years. Upon compiling this data, districts are required to provide electronic notification to its teachers.

OPUSD has historically contracted with SI&A to provide all work necessary for preparation and distribution of teacher notifications to comply with this Education Code provision. These services have been vital in keeping the District compliant with mandate requirements and in recovering reimbursable costs. As proposed, there is no increase in the cost for this service, with the annual cost of the three-year agreement set at \$5,500 for fiscal years 2013-14, 2014-15, and 2015-16. Accordingly, staff is recommending that the Board approve the renewal of this agreement. The proposed agreement is attached for the Board's review.

ALTERNATIVES:

1. Approve the agreement with School Innovations & Achievement as submitted to provide teacher notifications as mandated by EC 49079.
2. Do not approve the agreement.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



TEACHER NOTIFICATIONS AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And the
OAK PARK UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated August 20, 2013, is made by and between the Oak Park Unified School District, ("District"), and School Innovations & Achievement, Inc., a California corporation, ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, pursuant to the California Education Code ("Code") Section 35160, District is authorized to retain services for the preparation and distribution of teacher notifications required by Code Section 49079; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the services described below, and SI&A is qualified to perform such services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2013 (the "Effective Date") and will automatically expire on June 30, 2016 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2013 through June 30, 2014; July 1, 2014 through June 30, 2015; and July 1, 2015 through June 30, 2016), the "Agreement Period". Each fiscal year within the Agreement Period is an "Agreement Year".

2. **Services.**

Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

- 2.1 Prepare and distribute teacher notifications, as required under Code Section 49079, which includes the following services:

- (a) Each Agreement Year, create a database that includes each pupil who has engaged in or are reasonably suspected to have engaged in, within the previous three (3) years any suspension or expulsion acts described in Education Code Sections 48900 (except possession/use of tobacco), and 48900.2 – 48900.7. This database will be compiled from any records the district maintained in the ordinary course of business and/or those received from law enforcement agencies;

- (b) Compare suspension and expulsion data to current class schedules and generate electronic notifications to teachers within thirty (30) days after SI&A's receipt of the required information from the District. SI&A will send additional notifications at the beginning of each semester or trimester (as applicable) for each new class schedule; and

2.2 Services Included at No Additional Fee:

- (a) Prepare Notification Management and Analysis Reports covering a 3-year discipline period;
- (b) Notify on Expulsion data (48915 codes) with Suspensions; and
- (c) Upon request, provide discipline data counts to district contact for requirements related to submitting end of year student discipline data to the California Department of Education.

2.3 Serve as District's liaison with the California Department of Education and the California State Controller's Office regarding information requests, clarifications or compliance reviews that may occur.

2.4 Deliver the final product in accordance with the Production Schedule as defined in Exhibit B.

3. **District's Responsibilities; District Acknowledgment** District will be responsible for the following: (a) the substantive outcomes of the service; (b) preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the services; (c) completing the District Information and Deadlines form attached hereto as Exhibit B; (d) accurately preparing and maintaining true and correct student documentation and records; (e) establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service; (f) ensuring that District and its employees, agents and SI&As properly identify and comply with all laws and regulations applicable to District's activities; (g) Providing support and computer equipment compatible with the technology requirements specified by SI&A; (h) ensuring that District and school personnel who use SI&A products participate in the training sessions provided to District by SI&A; (i) Providing the assistance and contact information of school personnel; (j) Making timely payments to SI&A for the products and services provided hereunder. (k) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); (l) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim. District understands that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee (as defined in Exhibit A – Standard Terms and Conditions) presumes a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements.

4. **Payment of Fees.**

4.1 **Fee.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$5,500, annually, (the "Fee") for the fiscal years 2013/14, 2014/15, and 2015/16.

4.2 **Payment Schedule.** The Fee shall be billed to District in two (2) equal semi-annual installments on September 1 and April 1 of each Agreement Year.

5. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as **Exhibit A** is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

6. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

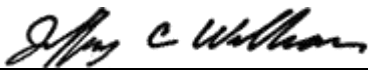
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT, INC.**

**OAK PARK UNIFIED SCHOOL
DISTRICT**

Signature: 
Date Signed: 7/19/2013
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: August 21, 2013
Print Name: Martin Klauss
Title: Asst. Supt., Business
Address: 5801 Conifer Street
Oak Park, CA 91377
Phone: (818) 735-3254
Fax: (818) 865-8467
Email: mklauss@oakparkusd.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

DISTRICT INFORMATION AND DEADLINES



A. Class Changes. Our district changes classes on a:

- ☒ 2 Semester Schedule
☐ Trimester Schedule
☐ 2 Semester & Trimester Schedule depending on site (*please explain*)
☐ Other (*please explain*)
-
-
-

B. Production Schedule; Deadlines.

1. Following SI&A's receipt of the signed Agreement, a Project Coordinator shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the teacher notifications.
2. Critical phases of the Production Schedule include the following:
 - a) Data collection due within three (3) weeks after a school session begins;
 - i) Electronic format of Suspension and Expulsion data for the requested period;
 - ii) Electronic format of class schedules, including teachers' first and last names for the requested period; and
 - iii) Any other related information relevant to the teacher notifications;
 - b) Teacher notifications are generated and delivered;
 - c) Teacher acknowledgements (sign off sheets) are returned to SI&A.

D. Contact Information.

District Contact:

Contact & Address where notifications are to be mailed:

Name Debbie Cooper

ATTN: Debbie Cooper

Phone (818) 735-3226

Address: 5801 Conifer Street

E-mail dcooper@oakparkusd.org

Oak Park, CA 91377

If you have any questions about any of these points, please call
Chelsea Nentwig at (800) 487-9234 Ext. 5199
We look forward to working with you!

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.1.g. APPROVE RENEWAL AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA FOR FISCAL INFORMATION SERVICES

CONSENT

ISSUE: Shall the Board approve the renewal of the agreement with School Services of California, Inc. to provide fiscal and management information services to the District for the 2013-14 fiscal year?

BACKGROUND: The District has contracted annually with School Services of California, Inc. (SSC) for services related to issues of school finance, legislation, school budgeting, and general fiscal issues. The current contract with SSC expires June 30, 2013. SSC is proposing to renew the agreement for the 2013-14 fiscal year, with no cost increase to the current agreement amount. The cost of the proposed renewal is \$3,300 annually. A copy of the proposed agreement is attached for the Board's information.

ALTERNATIVES:

1. Approve the renewal of the agreement with School Services of California, Inc., for the 2013-14 fiscal year.
2. Do not approve the renewal.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **OAK PARK UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2013.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Fiscal Implications of School District Reorganization
 - iii. Associate Student Body
 - iv. Attendance Accounting
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

- e. Preliminary school district calculation of the base revenue limit using the online base revenue limit calculator on the Consultant's website for use in determining the base revenue limit soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,300 annually, plus expenses, or payable at \$275 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning July 1, 2013, and terminating June 30, 2014. This Agreement may be terminated prior to June 30, 2014 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: _____
Oak Park Unified School District

BY:  _____ DATE: June 3, 2013
JOHN D. GRAY
President
School Services of California, Inc.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.1.h. APPROVE RENEWAL AGREEMENT FOR AUDIT SERVICES

CONSENT

ISSUE: Shall the Board approve a 3-year renewal agreement with Christy White Associates for auditing services for fiscal years 2013-14 through 2015-16?

BACKGROUND: Education Code section 41020 requires the Board of Education to select an independent auditor or auditing firm to review the District's financial records and operations. In 2011, the Board selected the firm of Christy White Associates (CWA) to perform these services, which include the audits of the District's annual financial statements, the Measure C6 and R Proposition 39 bonds, and its District of Choice program.

The original contract for audit services expired on June 30, 2013, and CWA has submitted a proposal for a new 3-year agreement for fiscal years 2013-14 through 2015-16. Under the proposed renewal, fees would increase by \$1,000 per year over the current agreement, from \$37,500 to \$38,500 annually. The contract amounts for all three years are not-to-exceed figures. The administration is extremely satisfied with CWA's performance and recommends the Board's approval of the proposed successor agreement.

ALTERNATIVES:

1. Approve the 3-year renewal agreement with Christy White Associates for auditing services for fiscal years 2013-14 through 2015-16.
2. Do not approve the renewal agreement with Christy White Associates.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.1.i. APPROVE NOTICE OF COMPLETION, PROJECT 11-14R,
RELOCATABLE RESTROOM BUILDING AT OAK VIEW HIGH SCHOOL**

CONSENT

ISSUE: Shall the Board approve the Notice of Completion for Project 11-14R, Relocatable Restroom Building at Oak View High School?

BACKGROUND: In 2011, the Board of Education authorized Project 11-14R, adding a relocatable restroom building to the Oak View High School campus. The Board approved the purchase of the relocatable building from Silver Creek Industries, who furnished and installed the structure in 2012. The Board approved the Notice of Completion for Silver Creek's portion of Project 11-14R in April 2013. Purchase orders were issued to a number of contractors to complete other necessary work, including paving, plumbing, electrical, HVAC, and modifications to the Oak View main office. The principal contractors performing this work were D.J. Kelly Enterprises, MM Mechanical, BC Rincon Construction, C.A. Rasmussen, Taft Electric Company, and Environmental Heating & Air Conditioning.

The work under this contract is complete, and although there is no Government Code requirement for a formal Notice of Completion for the named contractors, it is being required by the Division of the State Architect as a condition of certification and close out of this project. District 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 11-14R, Relocatable Restroom Building at Oak View High School, contracted with D.J. Kelly Enterprises, MM Mechanical, BC Rincon Construction, C.A. Rasmussen, Taft Electric Company, and Environmental Heating & Air Conditioning.
2. Do not approve the Notice of Completion.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
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 View High School, 5701 Conifer Street, Oak Park, CA 91377

That on or about December 6, 2011 the said Oak Park Unified School District of Ventura County entered into contracts with D.J. Kelly Enterprises, Inc. of Van Nuys, CA, MM Mechanical, Inc. of Carpinteria, CA, BC Rincon Construction, Inc. of Somis, CA, C.A. Rasmussen, Inc. of Valencia, CA, Taft Electric Company of Ventura, CA, and Environmental Heating & Air Conditioning, Inc. of Oxnard, CA for Project 11-14R, Relocatable Restroom Building at Oak View High School on certain real property hereinbefore described: that said building and improvements were actually completed on April 18, 2013; 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, Linda Sheridan, 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: AUGUST 20, 2013

SUBJECT: C.1.j. APPROVE 2013-14 MANDATE BLOCK GRANT LETTER OF INTENT

CONSENT

ISSUE: Shall the Board of Education approve the submittal of the Mandate Block Grant Letter of Intent for fiscal year 2013-14?

BACKGROUND: Commencing with the 2012-13 fiscal year, funds became available through a Mandate Block Grant (MBG) for K-12 districts to support state mandated activities. Pursuant to the implementing legislation, Senate Bill (SB) 1016, districts may make an annual choice to receive funds for mandated activities, either through the MBG or through the traditional claim reimbursement process. For 2013-14, the Budget Act has authorized only \$41,000 for the traditional process, but appropriated \$216.6 million for the MBG program. The one-time MBG funds are unrestricted in use, and allocation is based on the prior year P-2 average daily attendance. The funding rate is expected to be \$28/ADA for grades K-8 and \$56/ADA for grades 9-12, which equates to approximately \$166,000 for the District in 2013-14.

In order to receive MBG funding, districts must submit a Letter of Intent to the California Department of Education not later than August 30, 2013. Staff is requesting the Board's approval to submit the Letter of Intent to receive 2013-14 MBG funds.

ALTERNATIVES:

1. Approve the submittal of the Mandate Block Grant Letter of Intent for fiscal year 2013-14.
2. Do not approve the submittal of the Mandate Block Grant Letter of Intent for fiscal year 2013-14.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.1.k. APPROVE 2013-14 TRANSPORTATION AGREEMENT WITH
TUMBLEWEED TRANSPORTATION**

CONSENT

ISSUE: Shall the Board of Education approve an agreement with Tumbleweed Transportation for transportation of Special Education students during the 2013-14 school year?

BACKGROUND: Since the 2009-10 school year, the District has contracted with Tumbleweed Transportation, a professional, licensed transportation contractor, to provide transportation services for Special Education students attending selected non-public school facilities outside of the District's boundaries. After a thorough review, the District's Pupil Services department has determined that these services will continue to be required in the new school year.

For the 2013-14, Tumbleweed is proposing to provide identical levels of service with no rate increase, and staff is recommending the renewal of this agreement. The cost for this service is included in the 2013-14 Special Education budget. A copy of the proposed renewal contract is attached for the Board's review.

ALTERNATIVES:

1. Approve the agreement with Tumbleweed Transportation for Special Education transportation services for the 2013-14 school year.
2. Do not approve the agreement.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Tumbleweed Transportation

OAK PARK SCHOOL DISTRICT STUDENT TRANSPORTATION

This contract is made and entered into this 27th day of June, 2013 by and between Oak Park Unified School District, a California non-profit corporation, hereinafter called "Oak Park" or the "School," and Tumbleweed Educational Enterprises, Inc., a California corporation, hereinafter called the "Contractor." The parties do hereby contract and agree as follows:

Scope of Work

Contractor shall furnish transportation services for the School, including daily transportation for pupils and other persons designated within established boundaries, plus academic field trips to/from other points as directed. Said transportation shall be furnished at such times and places as specified by the School's Business Manager or the duly authorized representative in charge of transportation.

Period of Contract

This contract commences on July 1, 2013, and concludes on July 31, 2014.

Equipment

The Contractor shall provide one (1) school bus with a maximum capacity of twenty (20) elementary school passengers ("bus") throughout the period of this contract. Additional vehicles shall be made available for the School's use, with charges for same as set forth in more detail on page 5 hereof, if the School provides at least one hundred eighty (180) days advance written notice to the Contractor that additional equipment is required. Contractor reserves the right to substitute vehicles as necessary due to maintenance and equipment requirements, including using vehicles of a smaller capacity if the route on a given day or days has fewer than twenty (20) passengers.

All vehicles supplied under this contract shall be approved school buses as defined by applicable statutory or administrative codes, and must in addition meet with the approval of the School. The Contractor shall practice regular preventive maintenance as approved by the vehicle manufacturer on all vehicles. The Contractor shall clean all vehicles inside and out as necessary and make repairs to visible body damage inside or out immediately after such damage occurs.

The Contractor shall maintain spare vehicles of appropriate sizes which meet all of the above requirements so they may be substituted for the regularly assigned vehicle if needed without delay. Because breakdowns and unexpected events do occur in the transportation industry, the Contractor cannot be held responsible if unexpected events or circumstances beyond its control result in the late arrival of students to school or home. The Contractor will maintain continuous contact with the vehicle through two-way radios and will notify the School promptly if such events occur.

The School shall have the option of inspecting the condition of the Contractor's vehicles used for the School at any time during the term of the contract. Any expenses of this inspection shall be borne by the School. Should an inspection reveal, in the opinion of the School, that repairs of the vehicles are needed for safety or other reasons, the School reserves the right to reject this equipment for the School's use and require the Contractor to provide replacement equipment until the required repairs and/or service have been completed. Cost of such repairs and service and re-inspection of vehicles shall be the responsibility of the Contractor. At times requested by the School, the Contractor shall submit evidence satisfactory to the School that all vehicles used by the Contractor receive regular inspections, programmed preventive maintenance, and safety services.

Vehicles and all appurtenances must comply in all respects whether specifically mentioned or not with the California Motor Vehicle Code, regulations of the City and County of Los Angeles, California pertaining to passenger vehicles and buses, regulations of the California Highway Patrol pertaining to school buses, and with the provisions of the California State Board of Education regulations governing pupil transportation as published and in effect at the time of execution of this contract and thereafter.

Permits and Licenses

The Contractor, its employees, and its agents shall secure and maintain valid permits and licenses as required by law for the execution of this contract. The School requires that the Contractor shall not pay more than the fee required by §9102.5 VC to register the equipment supplied hereunder.

Insurance

Contractor shall maintain at its own expense automobile insurance as set forth below during the contract period. Upon request, Contractor shall furnish Certificates of Insurance to the School. Automobile liability insurance shall be maintained to protect the Contractor, and as additional insured, the School, its Board, Officers, Agents, and Employees from any claims for damages for personal injury or death and from damage to property which may arise from Contractor's operations under this contract. Such insurance shall have a combined single limit of \$5 Million. Worker's Compensation Insurance shall be maintained as required by law to protect the Contractor from claims which may arise from operations under this contract.

Hold Harmless Agreement

The Contractor shall hold harmless and indemnify the School, its Board, its Officers, and its Employees from every claim or demand which may be made by reason of:

- A. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or in connection with its performance under the contract however caused.
- B. Any injury to person or property sustained by any person, firm, or corporation caused by any neglect, default, or omission of Contractor or of any person, firm, or corporation directly or indirectly employed by Contractor upon or in connection with its performance under this contract.

The Contractor at its own expense and risk shall defend any legal proceeding that may be brought against the School or the Board of the School for any such claim or demand and satisfy any judgment that may be rendered against the School or the Board of the School based thereon.

Safety Program

The Contractor shall provide at its own expense regular and continuous formal safety instruction for all of its operating personnel assigned to this contract. Said personnel shall attend regularly scheduled safety meetings at least two (2) times a year.

Assignments or Sub-contracting

The Contractor shall not assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this contract without the School's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the School hereby consents to the Contractor's assigning its rights hereunder for the purposes of obtaining business financing.

Independent Contractor

While engaged in carrying out and complying with the terms and conditions of this contract, the Contractor is an independent contractor and not an officer, agent, or employee of the School.

School Closing

Contractor shall not be obligated to perform services for the School on days when the School is closed.

Special Considerations

The School shall maintain sole responsibility for filling the vehicle to capacity. Both parties understand and agree that this vehicle shall run whether or not it is full.

Routing and Scheduling

Prior to the start of any service hereunder, the School and Contractor shall cooperatively establish the routes (which includes the schedule) conforming to the needs of the School. The School shall provide completed transportation forms to the Contractor not later than August 1 of each year so that the School and Contractor may establish the route and rider list. The School shall make no changes to the route during the first two weeks of school. Not less than two (2) weeks prior to the start of each school year, the Contractor will provide the School with a detailed information letter, including each child's route number, driver's name, and safety information, for distribution at the School's expense to participating families.

If at any time during the term of the contract except for the first two (2) weeks of school it is determined that service may be improved by revisions to routing, scheduling, or vehicle assignment, the School and Contractor shall plan and institute such changes jointly. Any revisions so adopted shall be deemed an ordinary part of this contract.

The route, schedule, and bus stops must be approved by the School and may not be revised without the School's authorization. Increased vehicle capacities or services necessitated by program changes may be authorized by the School, which increases shall be charged at the rates set forth in detail on page 5 hereof.

Transportation shall be organized into one (1) route Monday through Friday excluding school holidays. Pick-up in the morning shall be at such times necessary to arrive at school at 9:00 AM.

Travel Time

Contractor understands and agrees that students will not be on a vehicle for more than 70 minutes excepting incidents beyond Contractor's control while being transported between the meeting points and School. In addition, both parties shall make every effort to structure routes so that travel time can be kept to less than 60 minutes. The School understands that routes longer than 60 minutes exceed the length recommended by the California Department of Education, and it agrees to accept all liability and hold Contractor harmless for issues arising out of route lengths that exceed the recommended guidelines.

Contractor's Representative and Personnel

Contractor shall designate one person to act as supervisor of operations relative to this contract. This person shall be available during all working hours of school days for the purpose of handling routing, assignments, and discipline problems. All personnel assigned to perform under this contract shall be subject to approval by the mutual agreement of the School and Contractor.

Excused Performance

Contractor shall be excused from performance hereunder during the time and to the extent it is prevented from performing in the customary manner by acts of God, earthquake, fire, strike, lockout, civil disorder, war, commandeering by the government, or events beyond its control such as natural disasters. Satisfactory evidence thereof will be presented to the School upon request.

Record Keeping and Accident Reports

Upon request the Contractor shall provide daily or other operational records the School deems necessary. The Contractor shall notify the School of any reportable accidents, as defined by law, involving the Contractor's equipment or personnel while operating for the School. Injuries to students not involving acceleration, deceleration, or movement of the bus shall also be reported.

Contract Prices

This contract covers AM & PM student transportation for students to their School. Students authorized to participate in the transportation program shall be designated by the School, and transportation shall be furnished on such days as school is in session to/from points along and over the route scheduled by the School. Once all students have been assigned to the bus, the School shall provide Contractor with each student's name, home address and telephone number, plus an emergency name and telephone number.

A. Base Rate for Route Service during the 2013-14 school year

<i>Bus Capacity:</i>	Up to 20 Elementary School Students	<i>Quantity:</i>	1
<i>Daily Rate:</i>	\$ 298.70 per bus (Includes 5 hours and 50 miles per day)		
<i>Rate per Hour:</i>	\$45.00 per hour over 6 hours each day		
<i>Rate per Mile:</i>	\$1.50 per mile over 75 miles each day		
<i>Total Rate per Day</i>	\$298.70 for route		

*Please note that operating hours begin when the driver starts the daily pre-trip inspection and end when each bus returns to its base.

B. Trip Service using additional vehicles *not* included in this contract

Fees for field trips including events using the vehicle designated for purposes of this contract shall accumulate according to the price structure listed above. Excess fees shall only be charged once the 5 hour/50 mile limit has been met. Waiting time during field trips is included in the total trip time for billing purposes, and at all times, operating hours and mileage begin when the driver starts the daily pre-trip inspection and end when each bus returns to its base. The reduced price structure for additional vehicles referred to in Paragraph "D." on page 4 hereof shall be as follows:

<i>Capacity:</i>	20 Passengers (12 High School Students)
<i>Trip Rate:</i>	\$280.00 per bus (Includes 5 hours and 50 miles per day)
<i>Rate per Hour:</i>	\$40.00 per hour over 5 hours each day
<i>Rate per Mile:</i>	\$1.50 per mile over 50 miles each day

<i>Capacity:</i>	48 Passengers (32 High School Students)
<i>Trip Rate:</i>	\$305.00 per bus (Includes 4 hours and 50 miles per day)
<i>Rate per Hour:</i>	\$40.00 per hour over 4 hours each day
<i>Rate per Mile:</i>	\$1.50 per mile over 50 miles each day

<i>Capacity:</i>	72 Passengers (48 High School Students)
<i>Trip Rate:</i>	\$315.00 per bus (Includes 4 hours and 50 miles per day)
<i>Rate per Hour:</i>	\$40.00 per hour over 4 hours each day
<i>Rate per Mile:</i>	\$1.50 per mile over 50 miles each day

<i>Capacity:</i>	84 Passengers (56 High School Students)
<i>Trip Rate:</i>	\$339.00 per bus (Includes 4 hours and 50 miles per day)
<i>Rate per Hour:</i>	\$48.00 per hour over 4 hours each day
<i>Rate per Mile:</i>	\$1.50 per mile over 50 miles each day

Surcharge per Trip: \$19.00

C. Adjustment of Rates & Fuel Escalation Provision

Rates and surcharges shall be subject to increase annually corresponding to the increase in the Contractor's operating expenses. A "Surcharge" when applicable is a temporary additional charge that shall be effective for a specified period of time and discontinued if and when the additional charge is no longer necessary. The Base Rate for Route Service provided hereunder (Section "A" on Page 5) is fixed during the term of this contract. In the event Insurance Costs increase more than 5%, Contractor will assess a surcharge as required. When Insurance Costs decrease materially, the surcharge will be reduced or eliminated accordingly.

Contractor's fuel costs increased 37% since February 3, 2008 and rose over 60% compared to the average cost per gallon in the 2006-07 school year. Since Contractor cannot know when or how the current fuel price escalation will be resolved, it will invoice all clients retroactively for the extraordinary costs actually incurred. For purposes of this provision, the Fuel Baseline is established at the cost of the average fuel load during the 2007-08 school year of \$20,382. Contractor will continue to absorb all of the 30% increase compared to the prior year.

Effective March 1, 2008 until further notice, Contractor will retroactively invoice the School on a quarterly basis for its Proportionate Share of the increase that exceeds \$20,382 per fuel load. Immediately upon issuance of an invoice, the School agrees to pay the fuel escalation charge assessed. Whenever the cost of fuel loads returns to \$20,382 or less, this provision will be suspended. As an estimate for budgeting purposes only, Contractor acknowledges School's Proportionate Share is 1% and suggests an allowance of \$3,000 for 2008-09.

Compensation for all Trip Services provided hereunder (Section "B" on Page 5) may be adjusted annually starting each Subsequent Year. If any unusual circumstances beyond the Contractor's control arise such as a sharp increase in Insurance Costs, Fuel Costs, or Operating Expenses, the Contractor will notify the School about the need for a surcharge to these rates. The surcharge per trip for the contract year will be \$19.00.

Any increases shall take effect as of each July 1. Each invoice that includes any increase in the Base Rate or any Surcharge or both shall be conclusively binding upon the School unless the School (1) pays the Contractor when due the total amount of the invoice, and (2) within 30 days after such invoice is sent, sends a notice to the Contractor objecting to such invoice and specifying the reasons therefore. In the event of a dispute, the parties shall mutually agree upon a compromise adjustment and document the agreement in writing.

Payment for Service

On or about the fifth day of each month, the Contractor shall submit invoices in duplicate for all services to be performed during the upcoming month under this contract and all additional charges incurred in the immediately preceding month. Payment for such services shall be made within fifteen (15) days of billing or prior to the first day of the upcoming month, whichever comes first. All fees are due in advance for each month that service is to be provided under this contract and must be received in full by the Contractor on or before the first day of the month.

Termination of Contract

The School may not terminate this contract prior to July 31, 2014 unless all said students no longer require transportation due to school transfer. If the School wishes to extend the term of this contract, the School shall provide the contractor with written notice of its desire to do so prior to March 1, 2014. If notice is provided thereafter, the Contractor shall not be obligated to extend the term of the contract but will make every effort to do so.

General Provisions

In the event of any legal action arising out of this contract, or any portion thereof, the prevailing party therein shall be entitled to reasonable attorney's fees. This contract represents the entire agreement between the parties. Any modification of this contract will be effective only if it is in writing and signed by both parties. If any provision of this contract is held by a court of competent jurisdiction to be invalid, the remaining provisions shall nevertheless continue in full force. Failure of either party to insist on strict compliance with any of the terms and conditions hereof in one instance shall not be deemed a waiver of such term or condition thereafter. This contract shall be governed by and construed under the laws of the State of California.

Executed on June 27, 2013, at Los Angeles, California

SCHOOL:

**Oak Park Unified School District,
By:**

CONTRACTOR:

**Tumbleweed Educational Enterprises, Inc.,
By:**

**Martin Klauss
Asst. Superintendant – Business &
Administrative Services**

**Erin L. Benfield
President**

TO: MEMBERS, BOARD OF EDUCATION

FROM: ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.2.a RATIFY DISTRICT OF CHOICE REPORTING REQUIREMENTS
ACTION

ISSUE: The board will receive a report from staff related to the mandated reporting requirements set forth in Education Code 48313 for all District of Choice districts.

BACKGROUND: Education Code 48313 establishes specific reporting requirements for all districts who accept students through the District of Choice program. This report summarizes the students enrolled into Oak Park for the current school year and is normally submitted to the local governing board by May 15 of each year. Following the board's review this information is then disseminated to local adjoining districts, the county office of education, the State Superintendent and the Department of Finance. The Education Code requires that the report show the number of requests into the district, the number granted, denied or withdrawn (and the reasons for denials), the number of pupils transferred into and out of the district, the race, ethnicity, gender, self-reported socioeconomic status, and the school district of residence of the transfers. In addition, the district is required to submit to adjoining districts information regarding the district's status as a school district of choice for the upcoming school year.

Staff will review with the board the report for the 2012-2013 school year and address any questions related to the information presented.

ALTERNATIVES: 1. Ratify the District of Choice Summary Report to adjoining districts
2. Do not ratify the District of Choice Summary Report to adjoining districts.

RECOMMENDATION: Alternative #1.

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

Prepared by: Clifford E. Moore

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE: AYES NOES ABSTAIN ABSENT

Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OPUSD District of Choice Summary Report
School Year 2012-2013

Revised 6/25/13

[illegible]

OPUSD District of Choice Summary Report
School Year 2012-2013

Revised 6/25/13

[illegible]

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.2.b. APPROVE CHANGE ORDER 1, PROJECT 13-11R, DOMESTIC WATER UPGRADE AT BROOKSIDE ELEMENTARY SCHOOL

ACTION

ISSUE: Shall the Board approve Change Order 1, Project 13-11R, Domestic Water Upgrade at Brookside Elementary School?

BACKGROUND: On March 12, 2013, the Board awarded a contract for Project 13-11R, Domestic Water Upgrade at Brookside Elementary School, to M/M Mechanical, Inc. During the course of the project, District staff and construction manager Balfour Beatty have recommended changes to the project's scope for conditions unforeseen at the time the contract was awarded. Details of proposed changes in the scope and cost to the original contract for this project are specified in the attached document for Change Order 1.

The total amount of Change Order 1 is \$9,130.00, which will increase the contract from \$65,887.00 to \$75,017.00. The total Master Plan budget for this project, including contingency, is \$59,680.00. It is recommended by Barnhart and District staff that the Board approve Change Order 1.

ALTERNATIVES:

1. Approve Change Order 1 to the contract with M/M Mechanical, Inc., for Project 13-11R, Domestic Water Upgrade at Brookside Elementary School.
2. Do not approve Change Order 1.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

July 31, 2013

Attn: Martin Klauss, Assistant Superintendent Business Services

Subject: Measure "R" Staff Support Services
Oak Park Unified School District
Oak Park, CA

Re: Project 13-11R Domestic Water Service Upgrade at Brookside Elementary School
Recommendation to Approve Change Order # 13-11R-1 to MM Mechanical, Inc.

Dear Mr. Klauss,

Please accept this letter as recommendation to request Board approval for Change Order #13-11R-1 to MM Mechanical, Inc. for added scope items at the above Project. Additional work to the Project is as follows;

Item 1.1 Install Owner furnished hydration stations at 2 locations

Reason; Assist District with installation of hydration stations for student use. Cost for this additional scope of work is \$9,130.00.

Project Cost Update:

Master Plan Estimate

Construction Costs	\$ 50,000.00
Contingency on Master Plan Estimate (19.36%)	\$ 9,680.00
Total Master Plan Estimate	\$ 59,680.00

MM Mechanical, Inc Base Agreement	\$ 65,887.00
Current Change Order # 13-11R-1	\$ 9,130.00
Total Construction Cost to Date	\$ 75,017.00

Balance on Original Master Plan Estimate	\$ <15,337.00>
---	-----------------------------

Respectfully,

Dennis Kuykendall
Senior Project Manager, Balfour Beatty Construction

cc. Julie Suarez, OPUSD
Keith Henderson, Balfour Beatty, File

Oak Park Unified School District
5801 E. Conifer Street
Oak Park, Ca 91377

CHANGE ORDER 13-11R-1
7-31-13

PROJECT NO: 13-11R

CHANGE ORDER NO: 1

PROJECT NAME: Domestic Water Service Upgrade at Brookside Elementary School

CONTRACTOR: MM Mechanical, Inc

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 65,887.00
Previous Approved Change Orders	\$ -
This Change Order	\$ 9,130.00
Adjusted Contract Amount	\$ 75,017.00

TIME:

Original Contract Completion Date	July 26, 2013
Previous Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	July 26, 2013

THIS IS A FINAL PROJECT CHANGE ORDER. 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 ITEM 1.1 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEM 1.1 OF 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

By _____

Date _____

CONTRACTOR: MM Mechanical, Inc

By _____

Date _____

District Architect; N/A

By _____

Date _____

District PM/CM; Balfour Beatty Construction

By _____

Date _____

Change Order to Contract
OPUSD Bid 13-11R

Oak Park Unified School District

Change Order # 13-11R-1

Bid No 13-11R

7/31/2013

Domestic Water Service Repairs at Brookside Elementary
School

MM Mechanical, Inc.

Original Contract

\$ 65,887.00

Item No.	GC No.	Description	Reason	Cost
1.1	MM 6-20-13	Install owner furnished hydrations stations and (2) location at Brookside Elementary including water piping, wall patch and drywells for drainage.	Assist District with installation of hydration stations for student use.	\$ 9,130.00

Total Change Order # 1

\$ 9,130

Previous CO

No previous CO's

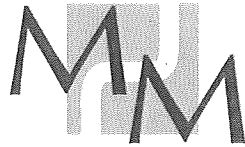
\$ -

Original Contract

\$ 65,887

Revised Contract

\$ 75,017



MECHANICAL, INC.
PLUMBING AND PIPING CONTRACTORS

Bid Proposal

Date: 6/20/13

Project: Hydration Station
Location: Brookside Multipurpose
Bid Date: 7/25/13
Bid Time: -

Bid To: OPUSD
Phone:
Fax / e-mail:
Attention: Julie.

Addenda Noted: None.

Scope Cost to install owner provided hydration stations at two locations per discussions with Julie. Base bid includes required concrete work as well and grab rail install. Price also includes stucco demo and patch. No electrical work of any kind. No painting. All specialty hardware, ada guard rails, and hydration station provided by others. MM will supply all pipe, fittings, labor, concrete, spoils removal, gravel, stucco patch, clean out covers/access and water lines.

Total Base Bid **\$9,130.00**

This bid is good for 30 calendar days from 6/21/13.

Exclusions: Permits, Bond, Meters, Fees, Engineering, Engineering Fees, Parking and Parking Fees, Fire Protection, Foundation Drains, Coring, X-Ray, Cutting, Removal and Patching of Concrete or Asphalt, Demolition, Excavation of Rock or Other Unknown Material, Dumpster costs, Hazardous Materials Testing, Abatement or Removal, Painting, Temp. Water, Temp. Power, Temp Sanitary Facilities, Sheet Lead, Sheet Metal, Architectural Downspouts, Splash Blocks, Spoils Removal, Electrical, Controls and Control Valves, VFD's, Motor Starters, Cathodic Protection, Survey/Staking, Structural Straps, Secondary/Specialty Roof Flashings, Formed and Poured Concrete, Equipment Pads, Bathroom Accessories, Erosion Control, De-Watering, Boring, Electronic or Reproducible As-Built, BIM or 3-D Coordination Drawings, Additional insurance beyond our Standard Coverage and Incidental Damages/Costs arising from the presence of naturally occurring organisms (mold etc...)

Any contract initiated by this proposal shall include and be controlled by this proposal.

Acceptance of this proposal shall be only by signature below.

Accepted: _____ Date: _____

Bid Submitted by:
Steven Vior

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.2.c. APPROVE CHANGE ORDER 1, PROJECT 13-13R, ROOFING AT OAK HILLS ELEMENTARY AND MEDEA CREEK MIDDLE SCHOOLS

ACTION

ISSUE: Shall the Board approve Change Order 1, Project 13-13R, Roofing at Oak Hills Elementary and Medea Creek Middle Schools?

BACKGROUND: On March 12, 2013, the Board awarded a contract for Project 13-13R, Roofing at Oak Hills Elementary and Medea Creek Middle Schools, to Channel Islands Roofing, Inc. During the course of the project, District staff and construction manager Balfour Beatty have recommended changes to the project's scope for conditions unforeseen at the time the contract was awarded. Details of proposed changes in the scope and cost to the original contract for this project are specified in the attached document for Change Order 1.

The total amount of Change Order 1 is \$4,508.00, which will increase the contract from \$70,310.00 to \$74,818.00. The total Master Plan budget for this project, including contingency, is \$102,841.00. It is recommended by Barnhart and District staff that the Board approve Change Order 1.

ALTERNATIVES:

1. Approve Change Order 1 to the contract with Channel Islands Roofing, Inc., for Project 13-13R, Roofing at Oak Hills Elementary and Medea Creek Middle Schools.
2. Do not approve Change Order 1.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

July 22, 2013

Attn: Martin Klauss, Assistant Superintendent Business Services

Subject: Measure "R" Staff Support Services
Oak Park Unified School District
Oak Park, CA

Re: Project 13-13R Roof Replacement on Relocatables at Oak Hills Elementary School and
Medea Creek Middle School Recommendation to Approve Change Order # 13-13R – 1
(FINAL) to Channel Islands Roofing, Inc.

Dear Mr. Klauss,

Please accept this letter as recommendation to request Board approval for Change Order #13-13R-1 (FINAL) to Channel Islands Roofing, Inc. for added scope items at the above Project. Additional work to the Project is as follows;

<i>Item 1.1</i>	<i>Replace wood fascia behind gutters and paint building designations on roof</i>
Reason;	Existing wood fascia behind roof gutters was found to be damaged and un-repairable. Building designation painted on roof for emergency identification. Cost for this additional scope of work is \$1,154.00.
<i>Item 1.2</i>	<i>Install (18) custom beam caps at Restroom and Locker buildings</i>
Reason;	Existing exposed glu-lam beam rafter tails were cut back to roof edge line and capped with sheet metal to mitigate damage caused by continued weather exposure. Cost for this additional scope of work is \$3,354.00.

Project Cost Update;

<i>Master Plan Estimate</i>	
Construction Costs	\$ 86,610.00
Contingency on Master Plan Estimate (19.36%)	\$ 16,681.00
<i>Total Master Plan Estimate</i>	\$ 102,841.00
Channel Islands Roofing, Inc Base Agreement	\$ 70,310.00
Current Change Order # 13-13R-1 (FINAL)	\$ 4,508.00
<i>Total Construction Cost to Date</i>	\$ 74,818.00
<i>Balance on Original Master Plan Estimate</i>	\$ 28,023.00

Respectfully,



Dennis Kuykendall
Senior Project Manager, Balfour Beatty Construction

cc. Julie Suarez, OPUSD
Keith Henderson, Balfour Beatty, File

**Oak Park Unified School District
5801 E. Conifer Street
Oak Park, Ca 91377**

CHANGE ORDER 13-13R-1 (FINAL)

7-22-13

PROJECT NO: 13-13R CHANGE ORDER NO: 1 (FINAL)

PROJECT NAME: Relocatable Roof Replacement at Oak Hills Elementary School and
Medea Creek Middle School

CONTRACTOR: CHANNEL ISLANDS ROOFING, INC

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 70,310.00
Previous Approved Change Orders	\$ -
This Change Order	\$ 4,508.00
Adjusted Contract Amount	\$ 74,818.00

TIME:

Original Contract Completion Date	July 26, 2013
Previous Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	July 26, 2013

THIS IS A FINAL PROJECT CHANGE ORDER. 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 ITEMS 1.1 AND 1.2 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 1.1 AND 1.2 OF 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

By _____

Date _____

District Architect; N/A

By _____

Date _____

CONTRACTOR: CHANNEL ISLANDS ROOFING, INC

By _____

Date _____

District PM/CM; Balfour Beatty Construction

By _____

Date _____

Change Order to Contract
OPUSD Bid 13-13R

Bid No 13-13R

7/22/2013

Roof Replacements on Relocatable Classrooms at Oak Hills
Elementary School and Medea Creek Middle School

Channel Islands Roofing, Inc

Original Contract

\$ 70,310.00

Item No.	GC No.	Description	Reason	Cost
1.1	CO # 1	Remove, replace and repaint wood fascia behind gutters found to be damaged. Paint building designation numbers of roof tops for emergency identification.	Existing wood fascia behind roof gutters was found to be damaged and unrepairable. Building designation painted on roof for emergency identification.	\$ 1,154.00
1.2	CO # 2	Install (18) custom galvanized beam caps primed and painted to match existing paint at restroom buildings M and N and at Locker Shelters K and L.	Existing exposed glu-lam beam rafter tails were cut back to roof edge line to mitigate damage caused by continued weather exposure.	\$ 3,354.00

Total Change Order # 1

\$ 4,508

Previous CO

No previous CO's

\$ -

Original Contract

\$ 70,310

Revised Contract

\$ 74,818

July 24, 2013

Channel Islands **Roofing Inc.**

Oak Park Unified School District
5801 E. Confier Street
Oak Park, CA, 91377

Employee Owned
License #395828
4155 N. Southbank Rd.
Oxnard, CA 93036
(805) 485-1622
(805) 485-8634 FAX

ATTN: Keith Henderson
RE: CHANGE ORDER
Oak Hills & Medea Creek

Fascia Replacement & Painting numbers on new roofs:

Cost Breakdown

Materials:	\$184.00
Labor:	\$970.00
Grand Total:	\$1,154.00

Submitted By:


Richard Farrell Vice President Date

Accepted By:

Date

July 24, 2013

Channel Islands **Roofing** Inc.

Oak Park Unified School District
5801 E. Confier Street
Oak Park, CA, 91377

Employee Owned
License #395828
4155 N. Southbank Rd.
Oxnard, CA 93036
(805) 485-1622
(805) 485-8634 FAX

ATTN: Keith Henderson
RE: Oak Park High School
(Beam caps)

WE PROPOSE to furnish all labor and materials to perform roof work at the location referenced above in the following manner:

1. Install eighteen (18) custom galvanized beam caps primed & painted to match existing paint at locations discussed on Job walk.

Quote: \$3,354.00

Note:

Labor figured at current Ventura County Prevailing Wage rates.

Submitted By:


Richard Farrell Vice President Date

Accepted By:

Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.2.d. APPROVE CHANGE ORDER 1, PROJECT 13-19R, CONCRETE REPAIRS AT OAK PARK HIGH SCHOOL

ACTION

ISSUE: Shall the Board approve Change Order 1, Project 13-19R, Concrete Repairs at Oak Park High School?

BACKGROUND: On April 9, 2013, the Board awarded a contract for Project 13-19R, Concrete Repairs at Oak Park High School, to Hughes General Engineering, Inc. During the course of the project, District staff and construction manager Balfour Beatty have recommended changes to the project's scope for conditions unforeseen at the time the contract was awarded. Details of proposed changes in the scope and cost to the original contract for this project are specified in the attached document for Change Order 1.

The total amount of Change Order 1 is \$14,988.00, which will increase the contract from \$87,497.00 to \$102,485.00. The total Master Plan budget for this project, including contingency, is \$111,005.00. It is recommended by Barnhart and District staff that the Board approve Change Order 1.

ALTERNATIVES:

1. Approve Change Order 1 to the contract with Hughes General Engineering, Inc., for Project 13-19R, Concrete Repairs at Oak Park High School.
2. Do not approve Change Order 1.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

July 22, 2013

Attn: Martin Klauss, Assistant Superintendent Business Services

Subject: Measure "R" Staff Support Services
Oak Park Unified School District
Oak Park, CA

Re: Project 13-19R Concrete Walkway Repairs at Oak Park High School
Recommendation to Approve Change Order # 13-19R-1 (FINAL) to Hughes General Engineering, Inc.

Dear Mr. Klauss,

Please accept this letter as recommendation to request Board approval for Change Order # 13-19R -1 (FINAL) to Hughes General Engineering, Inc. for added scope items at the above Project. Additional work to the Project is as follows;

Item 1.1 Additional concrete walkway repairs

Reason; In fill planters where unhealthy trees were removed, enlarge tree wells to promote tree growth, and mitigate tripping hazards. Additional scope is in response to a review of tree conditions by an independent arborist after bid date. Cost for this additional scope of work is \$14,988.00.

Project Cost Update;

Master Plan Estimate

Construction Costs	\$ 93,000.00
Contingency on Master Plan Estimate (19.36%)	\$ 18,005.00
Total Master Plan Estimate	\$ 111,005.00

Hughes General Engineering, Inc Base Agreement	\$ 87,497.00
Current Change Order # 13-19R-1 (FINAL)	\$ 14,988.00
Total Construction Cost to Date	\$ 102,485.00

Balance on Original Master Plan Estimate	\$ 8,520.00
---	--------------------

Respectfully,

Dennis Kuykendall
Senior Project Manager, Balfour Beatty Construction

cc. Julie Suarez, OPUSD
Keith Henderson, Balfour Beatty, File

**Oak Park Unified School District
5801 E. Conifer Street
Oak Park, Ca 91377**

CHANGE ORDER 13-19R 01 (FINAL)
7-22-13

PROJECT NO: 13-19R CHANGE ORDER NO: 1 (FINAL)

PROJECT NAME: Concrete Walkway Repairs at Oak Park High School

CONTRACTOR: HUGHES GENERAL ENGINEERING, INC

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 87,497.00
Previous Approved Change Orders	\$ -
This Change Order	\$ 14,988.00
Adjusted Contract Amount	\$ 102,485.00

TIME:

Original Contract Completion Date	July 31, 2013
Previous Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	July 31, 2013

THIS IS A FINAL PROJECT CHANGE ORDER. 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 ITEM 1.1 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEM 1.1 OF 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: HUGHES GENERAL ENG., INC

By _____

By _____

Date _____

Date _____

District Architect; N/A

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date _____

Change Order to Contract
OPUSD Bid 13-19R

Concrete Walkway Repairs at Oak Park High School

Hughes General Engineering, Inc

Original Contract

\$ 87,497.00

Item No.	GC No.	Description	Reason	Cost
1.1	COR # R1	Provide additional concrete saw cutting, demolition, removal and replacement at various areas where trees were removed due to unhealthy conditions, where tree wells needed to be enlarged to promote tree growth, and where tree roots had damaged existing concrete walkways.	In fill planters where unhealthy trees were removed, enlarge tree wells to promote tree growth, and mitigate tripping hazards. Additional scope is in response to a review of tree conditions by an independent arborist after bid date.	\$ 14,988.00

Total Change Order # 1

\$ 14,988

Previous CO

No previous CO's

\$ -

Original Contract

\$ 87,497

Revised Contract

\$ 102,485

Henderson, Keith

From: Henderson, Keith
Sent: Thursday, June 20, 2013 12:44 PM
To: jhughesinc@verizon.net
Cc: Suarez, Julie A.; MKlauss@oakparkusd.org; Kuykendall, Dennis; Alonzo, Sophia; Brown, Daniel; Block, Alex; Henderson, Keith
Subject: (6/20/2013) Project #13-19R Notice to Proceed with the Work on Cor #3 Rev.1 (Site Concrete Repairs at Oak Park High School)
Attachments: Oak Parh HS COR # 3 Rev. 1 .xls

Good afternoon Jeff & Steve

This e-mail is being sent on behalf of the Oak Park Unified School District (The District) as a formal notification to Hughes General Engineering as a formal Notice to Proceed with the work stated on the attached document identified as COR#3 Rev#1 for additional concrete saw cutting- removal/disposal, root removal, earthwork and Compaction, doweling, rebar and placement of new concrete at the areas identified as a part of COR#3 Rev#1 at Oak Park High School as a part of Contract #13-19R. In addition, as a part of this change order from Hughes General Engineering and included in the cost is the expansion of 11 tree wells in front of Bldg G at Oak park High School.

Hughes General Engineering shall proceed with the work for a not to exceed amount of \$14,987.88. per the attached COR#3 Rev#1.

A formal change order shall be forthcoming from the district.

At this time, please proceed with the work. Should you have any questions regarding this directive to proceed than please do not hesitate to call me at the number below.

Thank you

Keith Henderson | Construction Manager
office: 805.983.1558 | mobile: 805.264.4133 | email: khenderson@balfourbeattyus.com
Balfour Beatty Construction | 300 East Esplanade Suite 1120, Oxnard, CA 93036 | www.balfourbeatty.us.com
Connect with us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)
Proud to be one of FORTUNE magazine's 100 Best Companies to Work For—Four years in a row!

From: jhughesinc@verizon.net [<mailto:jhughesinc@verizon.net>]
Sent: Thursday, June 20, 2013 9:32 AM
To: Brown, Daniel; Henderson, Keith
Subject: Cor #3 Rev.1 & Daily 6-19

Keith or Dan

Attached is the revised COR #3 per your discussions with Jeff.

Also is the Daily for yesterday 6-19-13

Any questions call me

Thanks

Steve

Hughes General Engineering, Inc.
P.O. Box 2293 Camarillo, Ca 93011
License No. 644816-A
(805) 981-9409 Fax (805) 981-9410



Proposed Change Order Request

Date:	6/20/2013		COR No.	3 Rev. 1	
Initiator:	Hughes General Engineering Construction				
Project No.	13-19R				
Project:	Oak Park High School - Concrete Walkway Repairs				
To:	Keith Henderson	Phone:	805-264-4133	Fax:	805-983-7249
Description:	Sawcut and remove additional concrete, excavate to 12" below finish surface, compact subgrade, install 4" fill and compact, place 2" sand bedding, drill and install dowels at 18" on center where new concrete joins existing, install #4 rebar at 18" OCEW, formset and install expansion joint (spacing to match existing), place and broom finish 6" thick concrete flatwork at the following locations.				
	1) On east side of the furthest west locker structure, remove and replace four (4) approx. 5' X 5' panels. Approx. 100 sf				
	2) On west side of modular building R6, remove and replace fifteen (15) approx. 5' X 5' panels. Approx. 375 sf				
	3) Infill five (5) areas approx. 5' X 5', where trees have been removed. Approx. 125 sf				
	4) On north side of building C between two (2) trees remove and replace concrete panels that dropped and cracked after sawcutting was performed. Approx. 160 sf				
	Approx. 760 sf total:				\$9,880.00
	5) At courtyard between buildings F & G, enlarge eleven (11) tree wells to 7' X 7'.				\$ 4,814.00
Note:	No tree removal and no stump removal. Grinding of stump to 12" below new finish surface by others.				
Contractor:					
	Contractor Subtotal:				\$14,694.00
	Markup Included in Contractor Total				\$0.00
	Contractor Total:				\$14,694.00
	Bond: 1%				\$ 146.94
	Insurance: 1%				\$ 146.94
	Total:				\$14,987.88
<div style="display: flex; justify-content: space-between;"> <div> Signature Owners Representative: </div> <div> Approved Date: </div> <div> Denied </div> </div>					

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.2.e. APPROVE NEW MEASURE R PROJECT 13-21R, REPLACEMENT OF ELECTRIC TRANSFORMER AT OAK HILLS ELEMENTARY SCHOOL

ACTION

ISSUE: Shall the Board approve an amendment to the Facilities Master Plan to add Project 13-21R, Replacement of Electric Transformer at Oak Hills Elementary School, to be funded from the Measure R building fund?

BACKGROUND: Over the summer it was discovered that an electrical transformer located on the playfield at Oak Hills Elementary School, immediately adjacent to classroom 23, was severely rusted and posed an imminent safety hazard. Accordingly, District staff, in consultation with construction manager Balfour Beatty (BBC), and the Facility Planning Committee, determined that the transformer should be immediately replaced. It was further established that the irrigation and landscape surrounding the transformer should be modified to eliminate the factors leading to the equipment's failure. Given its placement on the playfield, it was also determined that new fencing surrounding the equipment should be installed for student safety. The estimated cost of these improvements is \$8,500.

After review and discussion, District staff, BBC, and the Facility Planning Committee subcommittee have found that the repairs are essential and recommend that the work be funded from the Measure R bond fund. Measure R bond language authorizes use of bond funds to "Upgrade electrical systems...main power service and distribution..." and "replace, modify, or construct site improvements...landscaping improvements, irrigation, etc." As a safety concern, it is recommended that the Board authorize the revision of the Facility Master Plan to incorporate this project, to be funded by Measure R bond funds.

ALTERNATIVES:

1. Approve an amendment to the Facilities Master Plan adding Project 13-21R, Replacement of Electric Transformer at Oak Hills Elementary School, to be funded from the Measure R building fund
2. Do not approve the proposed Master Plan amendment.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.2.f. APPROVE NEW MEASURE R PROJECT 13-22R, HVAC REPAIRS AT OAK PARK HIGH SCHOOL

ACTION

ISSUE: Shall the Board approve an amendment to the current Facilities Master Plan to add Project 13-22R, HVAC Repairs at Oak Park High School, to be funded from the Measure R building fund?

BACKGROUND: During the summer school session at Oak Park High School, the HVAC system serving the science classrooms and administrative offices unexpectedly failed. District staff, in consultation with the Facility Planning Committee subcommittee and construction manager Balfour Beatty, considered replacement of the 13 year old unit. However, the 4-6 month time required for system and structural re-design and obtaining DSA approval was deemed infeasible, as it would leave classrooms without cooling or ventilation during the hottest time of the school year. Consequently, it was determined that the condenser coil on the existing equipment should be immediately replaced. The estimated cost of this repair is \$6,990.

After review and discussion of the needed repairs, District staff, BBC, and the Facility Planning Committee's subcommittee have found that the repairs are essential and recommend that the repairs be funded from the Measure R bond fund. Measure R bond language authorizes use of bond funds to "Upgrade...systems for heating, ventilation, cooling/air conditioning". As a health and safety concern, 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. Approve an amendment to the Facilities Master Plan adding Project 13-22R, HVAC Repairs at Oak Park High School, to be funded from the Measure R building fund
2. Do not approve the proposed Master Plan amendment.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.2.g. APPROVE ADDITIONAL ARCHITECTURAL SERVICES – HVAC
SYSTEM DESIGN REVISIONS AT BROOKSIDE ELEMENTARY
SCHOOL**

ACTION

ISSUE: Shall the Board of Education approve additional architectural services with KPI Architects for HVAC system design revisions on Building 100 at Brookside Elementary School?

BACKGROUND: In 2010, the Board authorized a contract for architectural services with KPI Architects in connection with Measure R projects, including the modernization projects at Brookside Elementary School. District staff, in consultation with the Facility Planning Committee subcommittee and construction manager Balfour Beatty (BBC), is directing KPI in its finalization of plans for the Building 100 modernization project, which is slated for construction in 2014. It has been determined that the existing HVAC unit is oversized, inefficient, and very near the end of its useful life, and KPI has been asked to provide a proposal to design a more energy efficient system. The proposal is attached for the Board's review, with a not-to-exceed cost of \$12,000. The proposal has been reviewed by District staff, BBC, and the Facility Planning Committee, and it is recommended that the Board approve the additional services, to be funded from State Modernization and Measure R Bond funds.

ALTERNATIVES:

1. Approve additional architectural services with KPI Architects for HVAC system design revisions on Building 100 at Brookside Elementary School, in an amount not-to-exceed \$12,000.
2. Do not approve the additional services.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



July 9, 2013 Emailed to:
MKlauss@oakparkusd.org

Architecture, Planning, Interior Design
Aptos CA • Corona CA • Roseville CA • Tulsa OK

July 9, 2013

Mr. Martin Klauss
c/o Mr. Keith Henderson
OAK PARK UNIFIED SCHOOL DISTRICT
5801 East Conifer Street
Oak Park, California 91377-1072

RE: BROOKSIDE ELEMENTARY SCHOOL MODERNIZATION BUILDING A

JOB NO.: 234809

Dear Mr. Klauss:

Per the conversation with Dennis Kuykendall, the District requested a quote for Architectural support for HVAC scope changes at above referenced site.

KPI will perform these additional tasks for a not-to-exceed amount of \$12,000.00.

If this agreement meets with your approval, please sign below and return one copy to us.

If you have any questions concerning the above, please do not hesitate to contact me.

Yours very truly,

KPI ARCHITECTS INC.

Dan Hensiek
Vice President

DH/sw

cc: KHenderson@Balfourbeattyus.com
BALFOUR-BEATTY CONSTRUCTION
JSuarez@oakparkusd.org
OAK PARK UNIFIED SCHOOL DISTRICT

AGREED TO AND ACCEPTED THIS _____ DAY OF JULY 2013.

OAK PARK UNIFIED SCHOOL DISTRICT

District Authorization

KPI ARCHITECTS INC.
650 East Parkridge Avenue, Suite 105
Corona, California 92879
800-366-6381 • FAX: 877-493-2059

KPI ARCHITECTS INC.

David A. Kindred Sr.

ADDITIONAL SERVICE AUTHORIZATION
(Extra Service Compensation)**Date:** June 21, 2013**PBS No:** 2010-014-03**Project Name & Description:****Prepare Necessary Drawings for
Additional Mechanical, Electrical and
Plumbing Connections
Oak Park Unified School District
Brookside Elementary School Modernization
Building "A"/100****To:** **Danny Hensiek**
Project Manager
KPI Architects, Inc.
7050 South Yale, Suite 400
Tulsa, Oklahoma 74136
Fax: (918) 493-1455**Original Contract Date:** September 15, 2009
(For Mechanical, Electrical, Plumbing and Technology Engineering Services)**SCOPE OF WORK**

1. Revise existing design documents to include additional Mechanical, Electrical and Plumbing (MEP) Scope of Work, per Oak Park Unified School District's request for Brookside Elementary School, Building "A"/100 Modernization, as per the e-mail received from KPI Architects, Inc. on June 18, 2013.

FEE ARRANGEMENT*The following fee is based on information given to PBS Engineers, Inc., as described above.*

- ☒ **Additional Fixed Fee:** \$12,000 (Twelve Thousand Dollars)
- ☒ **Mechanical** ☒ **Electrical** ☒ **Plumbing** ☒ **Fire Suppression**
for Kitchen Hood
- ☒ **Construction Administration** ☒ **YES**
- ☒ ***We await your authorization prior to proceeding with this work.***

Offered by:

Accepted by:



6/21/2013

Signature
Louis R. Perez, Associate Principal
PBS Engineers, Inc.

Date

Signature
Danny Hensiek
KPI Architects, Inc.

Date

Date: July 30, 2013
To: Tim Graves, Dan Hensiek, KPI Architects
From: Norman Patel, Senior Mechanical Project Engineer
Reference: Brookside Elementary School
Building "A" Modernization

PBS No: 2010-014-00

PBS SCOPE OF WORK:

1. Remove/Demolition of all existing duct work.
2. Demolition of existing (2) 24 ton rooftop packaged multi-zone units roof curbs, ceiling exhaust fans, kitchen hood exhaust fan and maybe MUA unit for kitchen.
3. Provide new HVAC system design, t-24 calcs, load calcs., separate roof top package units for (2) kg classrooms (1) teachers lounge, (1) multi-purpose room (1) teachers lounge, (1) IDF/MDF room. Capacity and type of units shall be based on load calcs.
4. Provide new exhaust system for each restroom.
5. New kitchen hood type-1, exhaust fan, fire suppression system and may be new make-up unit air for kitchen area.
6. New "T" stats and controls for HVAC system.
7. Economizer and CO2 sensor for A/C units.
8. Modernize all restrooms with new plumbing fixtures.
9. Replace all gal. water pipe with new copper pipes and new water heater.
10. Provide new plumbing fixtures in kitchen and teacher's lounge as required per Architect's layout.
11. Provide new waste, vent, gas, water and cond. drain system as required and connect to existing utilities.
12. Provide new MEP services for new rest room a-24.
13. Provide new MEP utilities for new FREZ/REF. room.
14. Provide plumbing utilities and ADA drinking fountains.
15. Provide new power, panels, conduits, wires, disconnects for new multiple HVAC unit as required.
16. Replace light fixtures as required per architectural RCP.
17. Relocate/provide low voltage device as required.
18. Field verify all existing MEP system.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.2.h. APPROVE AGREEMENT FOR DSA CONSTRUCTION TESTING SERVICES FOR MEASURE R PROJECTS

ACTION

ISSUE: Shall the Board of Education approve an agreement with BTC-Vertical 5, Inc. for DSA-required construction testing services for Measure R projects?

BACKGROUND: Effective June 1, 2013, the Division of the State Architect (DSA) has made significant changes in its procedures and requirements. DSA now specifies that the Inspector of Record (IOR) on a project cannot have a contractual or professional relationship with the testing laboratory performing services on that same project. This condition now exists for the District's Measure R projects, with Construction Testing & Engineering (CTE) providing both IOR and construction testing services. To address this new requirement, the District requested proposals from three qualified firms for construction testing services: CTE, BTC-Vertical 5, Inc., and AJW Inspection Consultant, Inc. The responses from the three firms provided extremely competitive rates. It is important to note that Mr. Mohammed Safir, the current IOR contracted to the District through CTE, is also a principal with the firm of AJW Inspection Consultant, Inc.

In order to comply with DSA requirements, and in the interest of maintaining continuity in the District's construction projects at competitive rates, District staff, construction manager Balfour Beatty Construction, and the Facility Planning Committee request the Board's approval to enter into a contract for construction testing services with BTC-Vertical 5, Inc. Over the past 20 years, BTC-Vertical 5 has reliably and expertly provided similar services for District construction projects. An excerpted version of the BTC-Vertical 5 proposal is attached for the Board's review and consideration.

ALTERNATIVES:

1. Authorize staff to enter into a contract with BTC-Vertical 5, Inc. for DSA-required construction testing services, on an as-needed basis, at rates specified in its May 5, 2013 proposal.
2. Do not authorize a contract for DSA-required construction testing services.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



ASSET MANAGEMENT / CERTIFICATION

INFRASTRUCTURE ENGINEERING

MUNICIPAL SERVICES

GEOTECHNICAL / CONSTRUCTION MATERIALS TESTING

ENVIRONMENTAL

STATEMENT OF QUALIFICATIONS

SPECIAL INSPECTION & MATERIALS TESTING SERVICES

(MEASURE R BOND PROGRAM OF DEFERRED MAINTENANCE & REPAIR PROJECTS)



May 3, 2013

Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

Attn: Mr. Martin Klauss, Assistant Superintendent
Business & Administrative Services

NV5

BTCLABS VERTICALFIVE

1868 Palma Drive, Suite A
Ventura, CA 93003
(805) 656-6074
www.NV5.com

An NV5, Inc. Company – Offices Nationwide



BTC LABS VERTICALFIVE

May 3, 2013

Mr. Martin Klauss
Oak Park Unified School District
5801 E. Conifer Street
Oak park, CA 91377

SUBJECT: Statement of Qualifications: Special Inspection and Materials Testing Services for the Measure R Bond Program of Deferred Maintenance and Repair Projects

BTC LABS – Vertical Five is pleased to submit this Statement of Qualifications for Special Inspection and Materials Testing Services for the District's Measure R Bond Program of Deferred Maintenance and Repair Projects. This SOQ summarizes BTC Labs' qualifications and experience including descriptions of recent projects we've successfully completed and resumes of our key staff.

We believe BTC Labs has a uniquely well-qualified team of experienced professionals and the supporting quality management systems to effectively provide whatever construction-quality assurance services that you may require. Our team brings unique qualifications, including:

- **One of the Largest Testing Labs** in the southern California
- **Largest staff** of experienced professional engineers, geologists, technicians, and inspectors in the Tri-Counties
- **Extensive Testing Capabilities** including alkali-silica reactivity testing, asphalt solvent extractions, rebar tension and bend testing,

BTC Labs appreciates this opportunity to present our qualifications and we are excited at the prospect of working with you on your upcoming projects. A wealth of additional information is available on our website. If you have any questions or would like to discuss an upcoming project, please do not hesitate to contact us.

Respectfully Submitted,
BTC LABS – Vertical Five

Scott Moors, PG, CEG, CHG
President

Carol Harrison
Client Service Manager

BTCLABS VERTICALFIVE

1868 Palma Drive, Suite A, Ventura, CA 93003
Phone: 805.656.6074 Fax: 805.650-6264

An NV5, Inc. Company
www.NV5.com
Offices Nationwide



Introduction

N|V|5

We are excited to present BTC Labs' Statement of Qualifications and we look forward to developing a long and successful relationship. As one of the oldest and largest inspection and testing labs in California, BTC Labs has completed thousands of successful geotechnical, environmental, and construction inspection and testing projects for school, hospital, public works infrastructure, commercial, and industrial clients.

This Statement of Qualifications summarizes our local office capabilities including a brief synopsis of our company background, a description of the various services we provide, a summary of our professional and technical staff, and brief descriptions of representative projects we've recently completed.

Company Information

- **Legal Name:** **BTC LABS - Vertical Five**
Incorporated: Delaware – December 23, 2009
- **Office Location:** **1868 Palma Drive, Suite A, Ventura, California, 93003**
- **Contract Administrator:** **Scott Moors, PG, CEG, CHg – President**
Phone: 805.656.6074; Fax: 805.650.6264; Cell: 805.290.5194
E-Mail: scott.moors@nv5.com
- **Day to Day Contact:** **Carol Harrison – Client Service Manager**
Phone: 805.656.6074; Fax: 805.650.6264; Cell: 805.290.8345
E-Mail: carol.harrison@nv5.com

BTC Labs' Fields of Service

Geotechnical Consulting
BTC Labs' offers comprehensive geotechnical services beginning with an appreciation of our clients needs and risk tolerance. Beginning with background research, permitting, and field exploration, and proceeding through material testing, engineering analysis, reporting, and construction observation, we work to provide cost-effective solutions to earth-related challenges.

Construction Inspection
Inspection and management services that enable the development and implementation of comprehensive infrastructure management programs to better maintain the value of industrial, commercial and public property assets.

Construction Materials Testing
Using state-of-the-art, in-house testing equipment operating under our comprehensive quality assurance program, we test virtually any construction material including soil, aggregate, concrete, masonry, steel, and asphalt in our certified and accredited laboratory.

Roofing / Waterproofing Inspection
BTC Labs' engineering and Registered Roofing Consultants, in conjunction with our experienced roofing construction inspectors, are a key asset for new construction projects or forensic studies.

Environmental Consulting
Comprehensive, client-focused solutions to real estate-related environmental liabilities, site assessment, remediation, natural resource issues, employee health and safety concerns, and regulatory compliance.

Specialized Materials Consulting & Testing
With over 50 years of local design, inspection, and testing experience, combined with the global resources of BTC Labs, we offer an extensive array of specialized consulting and testing services.

DSA/OSHPD/Public Works Construction Inspection
BTC Labs has unrivaled experience completing complex projects under DSA and OSHPD building authority, having provided testing and inspection services on most of the schools and hospitals built in Ventura County in the past 40 years.

Pavement Consulting & Testing
BTC Labs' Pavement Technology Division maintains one of the foremost inspection and testing facilities in Southern California with over four decades of experience with public works projects throughout California. Our laboratory is capable of testing and evaluating virtually any asphalt or roadway material.



Background

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BTC Labs is a nationally recognized consulting firm providing a diverse spectrum of quality assurance related services. Founded in 1959, BTC Labs has earned a reputation for delivering quality service at reasonable costs by successfully completing thousands of projects for private and public sector clients. BTC Labs' diverse experience covers all facets of construction including industrial sites, medical facilities, military facilities, K-12 schools, colleges and universities, infrastructure, transportation, commercial, and high-rise construction.

In March 2010, BTC Labs joined the **Vertical V, Inc.** group of companies, becoming **BTC LABS – Vertical Five**. Vertical Five acquired BTC Labs and a portion of Bureau Veritas' Infrastructure and Facilities division, establishing a nationwide network of geotechnical and materials testing consultancies with offices nationwide. We currently maintain 11 engineering offices and 3 testing labs in California.

We offer our clients:

- ✦ Geotechnical & Environmental Consulting
- ✦ Materials Consulting
- ✦ Construction Materials Testing
- ✦ Construction Inspection
- ✦ DSA/OSHPD Inspection
- ✦ Pavement Engineering & Evaluation

Located in Ventura, California, we have a full staff of experienced engineers, managers, field QA supervisors, inspectors, and field and laboratory technicians to effectively serve our client's needs. Our staff and facilities include:

- ✦ California Civil Engineers (PEs)
- ✦ California Geotechnical Engineers (GEs)
- ✦ Project Managers & Client Service Manager
- ✦ DSA & OSHPD Project Inspectors / IORs
- ✦ ICC/ICBO/DSA/OSHPD Special Inspectors
- ✦ Qualified & Experienced Field Technicians
- ✦ ACI/Caltrans-Certified Laboratory Technicians
- ✦ Full-time Dispatcher
- ✦ Full-time Pickup Driver
- ✦ Materials Testing Laboratory
- ✦ Soils & Aggregate Laboratory
- ✦ Hot-mix Asphalt Laboratory
- ✦ Fully-equipped Mobile Testing Laboratory

BTC Labs performs sophisticated tests required for evaluating concrete, masonry, steel and asphalt products with specific expertise in failure analysis. Testing is performed under the direct supervision of a Registered Professional Engineer and is conducted in accordance with our Laboratory Quality Assurance Manual and with test methods set forth in applicable governing codes and specifications.

BTC Labs actively participates in regional, State, and National laboratory accreditation programs relevant to the requested scope of services. Our laboratory and staff are inspected, certified, or qualified by:

- ✓ Cal. DSA (LEA)
- ✓ CCRL
- ✓ AASHTO R18
- ✓ ISO 9001:2000
- ✓ Caltrans IA Program
- ✓ City of Los Angeles



N|V|5

STATEMENT OF QUALIFICATIONS

SPECIAL INSPECTION & MATERIALS TESTING SERVICES

MEASURE R BOND PROGRAM OF DEFERRED MAINTENANCE & REPAIR PROJECTS



Geotechnical Consulting

BTC Labs is a national leader in providing Geotechnical Engineering, Construction Materials Testing and Inspection services. Geotechnical Engineering and quality assurance testing and inspection requires a consulting engineering firm that is both knowledgeable and experienced in the local geology and regional and national standards. BTC Labs' ability to advise, interpret, and produce timely, accurate reports, adds value to our clients' projects through achieving tangible benefits including:

- Providing cost-effective geotechnical solutions
- Assisting in developing and implementing effective quality assurance programs
- Complying with regulatory requirements

BTC Labs' geotechnical engineers will develop and recommend geotechnical design criteria for your project based upon the conditions revealed by the subsurface data. BTC Labs will assist our clients in selecting the technical option best suited to meet functional requirements.

- ***Subsurface Exploration***
- ***Geologic Mapping***
- ***Groundwater Evaluation***
- ***Slope Stability Evaluation***
- ***Seismic Risk Assessment***
- ***Fault Hazard Evaluation***
- ***Liquefaction Hazard Assessment***
- ***Soil Improvement***
- ***Deep Foundation Analysis***
- ***Retaining Wall Analysis***
- ***Grading Recommendations***
- ***Grading Observation & Testing***
- ***Pavement Design and Maintenance***
- ***Forensic Evaluation of Distressed Buildings***
- ***Third-Party Review – Geotechnical Plan Check***
- ***Expert Witness Testimony***





Construction Materials Testing

Expert laboratory analysis is a vital component of virtually every service BTC Labs performs. It is imperative that the quality and accuracy of laboratory results are beyond reproach. Our Ventura laboratory is routinely inspected by outside accreditation agencies and we fully comply with the requirements of:

- ✓ California DSA (LEA #14)
- ✓ ISO 9001:2000
- ✓ CCRL
- ✓ AASHTO R18
- ✓ US Army Corp of Engineers
- ✓ OSPHD
- ✓ Caltrans IA Program
- ✓ City of Los Angeles



Our laboratories are equipped to perform tests on:

- **Aggregates**
- **Soils**
- **Concrete**
- **Pre-Stressed Concrete**
- **Shotcrete**
- **Structural Steel**
- **Reinforcing Steel**
- **Fireproofing**
- **Steel Coating and Paint Thickness**
- **Welder and Procedure Qualifications**
- **Asphalt / Bitumen**
- **Asphaltic Concrete**
- **Masonry**
- **Mortar**
- **Grout**
- **Load Tests**
- **Roofing**
- **Floor Moisture Emission**



Our Non-Destructive Testing procedures include:

- **Ultrasonic Testing**
- **Magnetic Particle**
- **Schmidt Hammer Surveys**
- **Dye-Penetrant**
- **Anchor Pull Testing**
- **Pachometer / Rebar Location**



Roofing & Waterproofing Inspection

Alleged roof-related construction defects are one of the most litigated areas of construction disputes. BTC Labs' engineering and Registered Roofing Consultants, in conjunction with our experienced roofing construction inspectors, can be a key asset for new construction projects or forensic studies. Our consulting services include:

- ***Roof condition surveys and reports***
- ***Remaining service life estimates***
- ***Budget estimates for both maintenance and replacement***
- ***Leak investigations***
- ***Roofing, Waterproofing and Building Envelope system design***
- ***Quality assurance monitoring***
- ***Forensic services and expert witness testimony***

Typical Services for New Construction Include:

- ***Provide economical design of roofing and waterproofing systems***
- ***Review existing plans and specifications; make recommendations where appropriate***
- ***Conduct and/or attend bid walk and pre-construction meeting***
- ***Verify substrate readiness***
- ***Perform quality assurance monitoring during construction***
- ***Perform final punch list inspection***
- ***Issue close-out report***



**BELOW-GRADE WATERPROOFING
INSTALLATION INSPECTION**



**ROOFING FLOOD TEST
SCRIPPS HOSPITAL, LA JOLLA**



**ROOFING FASTENER PULLOUT TEST
UCSD HOSPITAL CENTRAL PLANT**



Environmental Consulting

Property development or operations often begins with the initial environmental evaluation of the site location. Our mission is to provide our clients with the technical expertise to comply with applicable regulations while minimizing their risk and financial impact. The following provides a summary of the types of services we commonly perform:

- ***ASTM Phase I Environmental Site Assessment***
- ***Phase II Environmental Site Characterization***
- ***Asbestos, Radon, & Mold Surveys***
- ***Abatement removal specification development and monitoring***
- ***UST removal and closures***
- ***Soil and/or groundwater Contamination Assessment Reports (CAR's)***
- ***Corrective Action Plans (CAP's) for soil and groundwater contamination***
- ***Landfill assessment/soil gas surveys***
- ***Third party review of environmental documents and practices***
- ***Environmental Monitoring Services for regulatory compliance and/or due diligence***
- ***Environmental Operating Permitting: Storm Water Pollution Prevention Plans (SWPPP) and Sampling; Spill Prevention Control and Countermeasures Plan (SPCCP)***
- ***Transportation Corridor Evaluations***
- ***Ecological Monitoring/NEPA assessments***

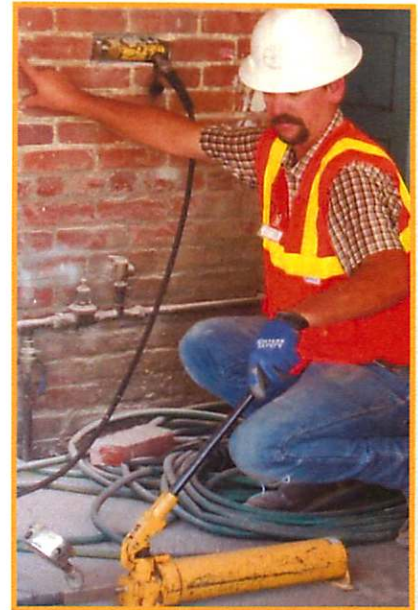




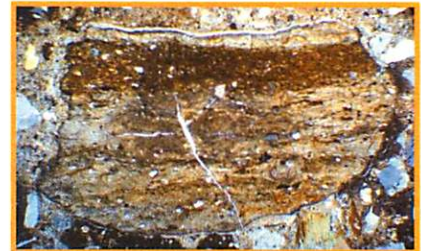
Specialized Consulting & Testing

With over 50 years of local design, inspection, and testing experience, combined with the global resources of BTC Labs, we offer an extensive array of specialized consulting and testing services.

- **Alkali-Silica Reactivity Testing of Concrete Aggregates**
- **In-Situ Masonry Shear Testing of URM Buildings**
- **Creep Load Testing of Concrete**
- **Expert Witness Testimony**
- **F Number - Floor Flatness / Floor Levelness Surveys**
- **Load / Deflection Testing**
- **Mobile Asphalt / Soils Laboratory**
- **Load / Deflection Testing**



IN-SITU BRICK SHEAR TEST



PETROGRAPHIC THIN-SECTION
ALKALI-SILICA REACTION GEL
AROUND SILICEOUS AGGREGATE



CREEP-LOAD TEST -
HIGH STRESS CONCRETE



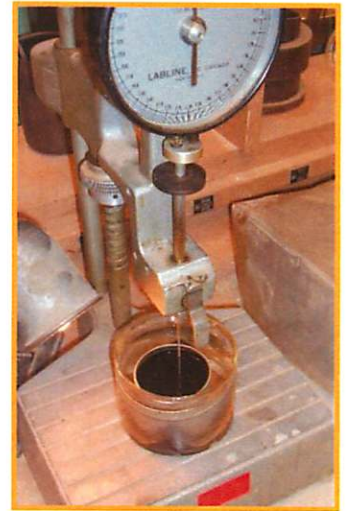
FULLY-EQUIPPED MOBILE
ASPHALT/SOILS LABORATORY





Pavement Consulting & Testing

BTC Labs' Pavement Technology Division maintains one of the foremost inspection and testing facilities in Southern California with over four decades of experience with public works projects throughout California. Our laboratory is capable of testing and evaluating virtually any asphalt or roadway material. All technicians are trained and certified to provide high quality service. We can help expand your Quality Assurance/Quality Control capability economically, thereby improving the lifetime maintenance cost of your paving projects.



BTC Labs can economically compliment your Public Works Department capabilities by utilizing our California Department of Transportation certified inspectors and field technicians. BTC Labs is certified/accredited by the State of California Department of Transportation (Caltrans) and AASHTO (AMRL / CCRL). Tests are performed in our laboratory on calibrated equipment, promptly and economically. Sampling and testing is conducted in accordance with the latest applicable or designated specifications of the American Society for Testing and Materials, American Association of State Highway Officials or other pertinent codes.

Our Pavement Technology Division services include:

- **Public Works Inspection**
- **Asphalt Batch Plant Inspection**
- **Asphalt Lay Down Inspection**
- **Pavement Sampling and Testing**
- **Pavement Coring**
- **Mobile Asphalt Laboratory**
- **Asphalt Mix Design**
- **Forensic Evaluation**
- **Asphalt Laboratory Testing, including:**
 - ◆ **Asphalt Viscosity**
 - ◆ **Flash Point**
 - ◆ **Wet Track Abrasion**
 - ◆ **Bulk Specific Gravity**
 - ◆ **AC Stability**
 - ◆ **Cone Penetration**
 - ◆ **Softening Point**
 - ◆ **Max. Theoretical (RICE) Specific Gravity**
 - ◆ **Extraction & Gradation**
 - ◆ **Marshall Stability & Flow**



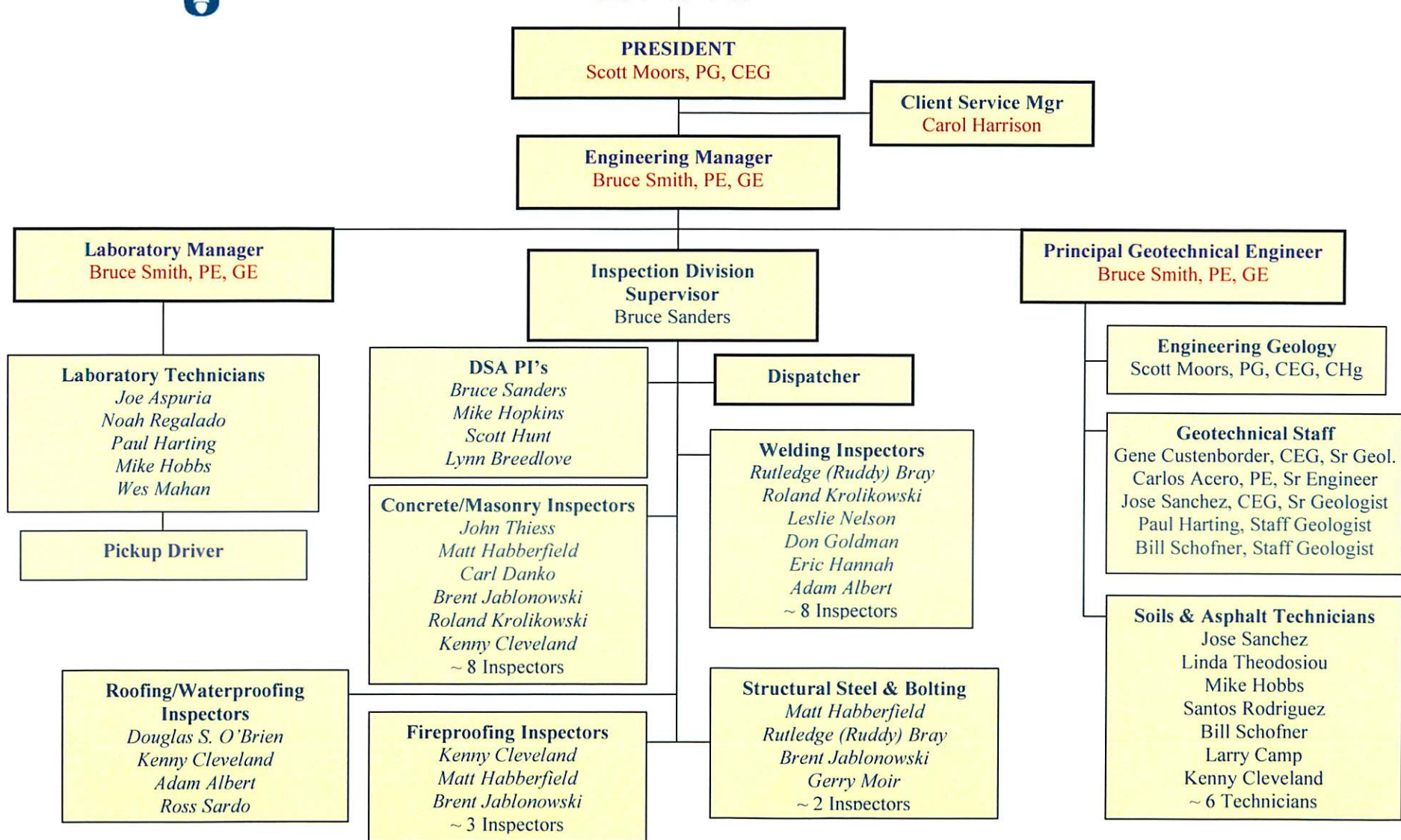


Our Project Team

Key Personnel: Our experienced project team is presented in our Project Organization Chart, followed by a Matrix summarizing our staff qualifications and resumes of key staff members. Synopses of some of our key people are provided below:

- **Scott Moors**, PG, CEG, CHg, is *BTC Labs' President* is an experienced expert in geotechnical consulting, construction inspection and testing, and asphalt pavements with over 20-years' experience in Southern California. Scott has managed hundreds of geotechnical and construction inspection and materials testing projects for public works, school, and hospital clients.
- **Bruce Smith**, PE, GE (GE 2673, RCE 66238), is our *Engineering Manager* with over 30 years of directly-related professional experience.
- **Carlos Acero**, PE (RCE 67031), *Senior Engineer* with over 15 years of directly-related professional experience.
- **Bruce Sanders** (DSA Class 1 PI, DSA Masonry) is our *Inspections Supervisor* and oversees special inspection assignments. Bruce has over 33 years of directly-related professional experience and has worked for BTC Labs for almost 8 years.
- **Carol Harrison** is our *Client Service Manager* and will be the District's Contact Person. Carol is responsible for all DSA close outs and is knowledgeable of the new requirements for Testing Laboratories with DSA.

In addition to our management and professional staff, BTC Labs presents the largest staff of licensed special inspectors and highly qualified technicians in the region empowering us to provide the depth of resources and prompt responsiveness to successfully complete any construction project. A matrix summarizing the qualifications and experience of our approximately 35 inspection and testing staff is included herewith.



The Largest Team to Achieve Your Goals!

**BTCLABS VERTICAL FIVE
ORGANIZATION CHART**



References

N|V|5



BTC LABS is proud of our reputation and standing among our clients. We encourage you to contact the references listed below or any of our other clients for first-hand feedback on our professional experience and our reputation for customer service and technical quality, culminating in effective project closeouts.

We have listed for your use some references for projects we are presently involved with or have recently completed.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

SVUSD	Sinaloa Middle Sch. Modernization	Jeff Kipp	jkipp@simi.k12.ca.us 805-306-4202
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SVUSD	Santa Susana High Sch. Mod. ajoseph@simi.k12.ca.us (Bldgs. A,B,C,D,F,G&H) Ph. 1	Tony Joseph	805-306-4005
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OXNARD SCHOOL DISTRICT

OSD	Drifill Elem. School P2P	Jorge Gutierrez	jgutierrez@oxnardsd.org 805-385-1514
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OSD	Sierra Linda Elem. Site Improv. 2 Portables (NFL)	Jorge Gutierrez	jgutierrez@oxnardsd.org 805-385-1514
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SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT

SMMUSD	Malibu High Sch.- (LA County Water Works Portion)	Jim Stroing	stroing@parsons.com 310-237-3086
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SMMUSD	Malibu Mid. & High Sch. Campus- kevin@dsainspections.com Wide Fire Alarm Replacement	Kevin Jeters	805-405-9864
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LOS ANGELES UNIFIED SCHOOL DISTRICT

LAUSD	Taft High Sch.-Photovoltaic Solar Power System in Parking Lot	Peter Yee	peter.yee@lausd.net 213-241-8076
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LAUSD	Washington High Sch-Photovoltaic Solar Power System in Parking Lot	Peter Yee	peter.yee@lausd.net 213-241-8076
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LAUSD	Jordan High Sch. Wellness Center Modular Building	Carla Romero	carla.romero@lausd.net 213-241-4127
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LAUSD	Bell High Sch. – Auto Shop Renovation & HVAC for Print Shop	Alex Furer	alex.furer@lausd.net 323-789-7022
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LAUSD	Adams Middle Sch.-Outdoor Ramp at Administration Bldg.	Chris Hodge	chris.hodge@lausd.net 213-703-1756
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Reduced for OPUSD – 2013 FEE SCHEDULE

GENERAL CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. There will be a 50% premium charge for "RUSH/PRIORITY" testing.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour notice is required for DSA projects). For same-day scheduling, a 50% premium applies. If less than 24 hour notice is provided on a cancellation, a charge of 2 hours will be assessed.

Minimum Charges – Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Additional work will be charged in 1 hour increments. ~~Eight (8) hours will be charged for work performed over 4 hours up to eight hours.~~ A 4-hour minimum charge shall apply to all cancellations after inspector has been dispatched. Travel time is not normally charged for inspections within 40 miles of the laboratory.

Technicians: A minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time will be charged in 2-hour increments. Technician time is portal-to-portal from lab-to-site-to-lab. A 2-hour minimum charge shall apply to all cancellations after technician has been dispatched.

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or over 8 hours on the 7th consecutive day, or work on holidays will be charged at 2.0 times quoted rates.

Holidays - The following holidays are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day.

Should a holiday fall on Saturday or Sunday, the closest previous or following regular workday will be observed for the holiday.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for inspectors within 40 miles of our laboratory. Mileage will be charged at \$0.65 per mile for all projects with a \$30 minimum charge per trip.

Per Diem - Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless other arrangements are made.

Review & Distribution of Reports - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour (min) will be included for scheduling, report review, and data evaluation. Up to hard 2 copies and 6 electronic copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

Outside Services / Subcontractors - Cost plus 15% will be charged for outside services and for any materials procured.

Prevailing Wage - Client agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify BTC Labs – Vertical Five against all costs related Client's failure to notify Lab of predetermined wage requirements.

Certified Payroll - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 30%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from to BTC Labs)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector	\$86	\$78
(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)		
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* (Soil/Asphalt/Special Testing)	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: density by nuclear gauge, "Schmidt Hammer" readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians.

C. DSA / OSPHD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage	Prevailing Wage	Standard
Sample Pickup (>25mi. radius of Lab) – plus applicable unit price		\$55/hr
Field Equipment & Supply Delivery (1 hr min)		\$55/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75/hr
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi
Mileage – Coring Truck		\$0.70/mi

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4 hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

B. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr
2. Machine, truck, operator and helper	\$275/hr
3. Coring Bit Charge	\$2/inch
4. Coring truck mileage (portal to portal)	\$0.70/mi
5. Traffic Control	Per Quote

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III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) – ASTM D2435	\$ 315
3. Direct Shear, remolded sample – ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample – ASTM D3080	\$ 235
5. Expansion Index – ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) – ASTM D422	\$ 132
7. Permeability, Constant Head – remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) – ASTM D4972	\$ 35
9. Resistivity – ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH – CTM 643	\$ 155
11. Soil Cement – Moist-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
13. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
14. Soil Classification – ASTM D2488 – Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) – CTM 216	\$ 225

D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel – ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion – ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) – ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
36. Cement Treated Base – stability	\$ 525
37. Clay lumps and friable particles, per primary size – ASTM C142	\$ 115
38. Cleanness Test – CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) – CTM 229	\$ 215
41. Fine Aggregate Angularity – AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) – ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction – ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand ASTM C87	\$ 360
46. Mortar Properties – CTM 515	\$ 410
47. Organic Impurities – ASTM C40	\$ 75
48. Petrographic Analysis of Gravel – ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size – ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate – AASHTO T304	\$ 145
61. Unit weight – ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

B Concrete

1. Cement content of hardened concrete – ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders – ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders – ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test – ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage – ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam – ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$50
21. Lightweight insulating concrete – unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder – ASTM C469	\$215
23. Petrographic analysis of hardened concrete – ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469	Per Quote
25. Splitting tensile – ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required – ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140	\$ 45
3. Compressive strength, brick, 5 required – ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" – ASTM E447 (other sizes by quote – may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required – ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions – masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test – ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140	\$ 42
17. Shear test on masonry core – CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140	\$ 45
20. Visual Examination & Photo-document Core – CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

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C Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <1/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >1/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42
*Tensile and yield by percent offset, add \$85	

D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts – proof load (non-DSA)	\$ 45
Bolts – ultimate load	\$ 65
Bolts – hardness	\$ 35
3. Nuts – proof load	\$ 45
Nuts – hardness	\$ 35
4. Washers – hardness	\$ 35

E Welding Procedure and Welder Qualification Tests

Coupon thickness (mild steel only)	to 3/8"	over 3/8"
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F – ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration – ASTM D-217	\$125
3. Flash point Cleveland Open Cup – ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F – D-2170, T-201	\$125
Other temperature	\$155
5. Penetration – ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point – ASTM D-36	\$125
7. Solubility in trichloroethylene – ASTM D2042, AASHTO T-44	\$185
8. Specific gravity – ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing – ASTM D-244, AASHTO T-59	\$105
2. Consistency test – ASTM D-3910	\$95
3. Demulsibility – ASTM D-244, AASHTO T-59	\$115
4. Miscibility – ASTM D-244	\$115
5. Particle charge – ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time – ASTM D-3910	\$85
9. Settlement, 5 or 7 day – ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day – ASTM D-244	\$150
13. Torsional Recovery	\$125
14. Wet Track Abrasion – ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method – ASTM D2172	\$325
Ignition Oven Method – CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method – ASTM 2172	\$265
Ignition Oven Method – CTM 382	\$145
5. Film stripping – CTM 302	\$165
6. Ignition Oven Correction Factor – CTM 382	\$650
7. Marshall - Stability and flow (core) – ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) – ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) – ASTM D-2041	\$200
13. Moisture content – ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core – ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample – CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer – CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) – T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) – T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. 0A99520		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-234-6848 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavignac.com PRODUCER CUSTOMER ID #: NV5IN-1	
INSURED NV5, Inc.; BTC Labs - Vertical V, Inc. 1868 Palma Dr., Suite A Ventura, CA 92003 United States		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER 25674 INSURER B: TRAVELERS IND CO OF CT 25682 INSURER C: HUDSON INS CO 25054 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 142994**REVISION NUMBER:** 221137

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int		6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED ALTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA6B774609	5/1/2013	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	5/1/2013	6/30/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea.Claim \$5,000,000 Aggreg \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Prof. Liab. - Claims made, defense costs included within limit, Pollution Liability included per policy form #AD10510002. For informational purposes. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER

Specimen Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey W. Cavignac

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
**SUBJECT: C.2.i. APPROVE ADDITIONAL ENGINEERING SERVICES –HVAC
SYSTEM DESIGN REVISIONS AT DISTRICT OFFICE**

ACTION

ISSUE: Shall the Board of Education approve additional mechanical engineering services with IDS Mechanical Engineers for HVAC system design revisions at the District Office?

BACKGROUND: At its meeting on February 19, 2013, the Board authorized a contract with IDS Mechanical Engineers for mechanical engineering consultant services at Oak View High School and the District Office. Services included identification of replacement HVAC equipment compliant with the latest requirements for energy efficiency, sustainability, and Title 24 California Energy Conservation Standards, and to provide recommendations for ductwork and air distribution modifications to enhance the efficiency and performance of the systems.

This work has now been completed. Based upon its recommendations for the District Office, IDS has been asked by District staff to submit a proposal to provide technical calculations and design, and prepare construction drawings and specifications for use in future bid documents. The proposal, received in two parts on June 20 and July 23, 2013, is attached for the Board's review, with total proposed fee of \$18,500. District staff, construction manager Balfour Beatty Construction, and the Facility Planning Committee have reviewed the proposal, and it is recommended the Board approve the additional services, to be funded from Measure R Bond funds.

ALTERNATIVES:

1. Approve additional mechanical engineering services with IDS Mechanical Engineers for HVAC system design revisions at the District Office, in the amount \$18,500.
2. Do not approve the additional services.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

June 20, 2013

Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

Attention: Mr. Keith Henderson, Construction Manager
Balfour Beatty Construction

Project: Oak Park Unified School District
District Office A/C Upgrade
IDSME Project No. 13.502.00

Subject: Proposal for Consulting Engineering Services

Dear Mr. Henderson;

Thank you for this opportunity to submit this proposal for the engineering services for the upgrade to the District Office air-conditioning system.

Scope of Work:

The Superintendent's Office and the adjacent Conference Room are currently served on one (1) roof-mounted package air-conditioning unit. The rooms have significantly different heating and cooling requirements that cannot be satisfied by a single A/C unit. The proposed system upgrade will replace the single A/C unit with two (2) split system heat pumps together with revised ductwork. Each space will have an individual thermostatically controlled air-conditioning system. The existing A/C unit and curb will be removed; a new platform will be provided for the condensing (outdoor) units. Electrical service will be provided for the condensing units and the fan-coil units.

Services

We will provide the District with the following engineering services.

1. Provide one field trip to verify the existing electrical service.
2. Prepare the heating and cooling, electrical, and structural calculations and designs.
3. Select the equipment. Submit catalog cuts to the District for review and approval.
4. Prepare schematic sketches showing the proposed system design for District review and approval.
5. Prepare the construction drawings and technical specifications for the mechanical, electrical, and architectural/structural work for obtaining bid proposals and for the construction of the approved system.
6. Submit the construction drawings and specifications to the District in PDF format.
7. Prepare addendums during the bid phase as may be required. The addendums will be issued by the District.
8. Review the Contractor's submittals and shop drawings.
9. Provide written responses to the Contractor's requests for information.
10. Provide one (1) site visit to prepare the final punch list. Submit the punch list to the District for distribution.

Balfour Beatty Construction

Attention: Mr. Keith Henderson, Construction Manager

Project: Oak Park USD District Office A/C Upgrade

Subject: Proposal for Consulting Engineering Services

June 20, 2013

Page 2 of 2

Fee

The proposed fee for this project is eleven thousand five hundred dollars (\$11,500). The breakdown of the fee is as follows.

A.	Construction Document Phase	
1.	Mechanical:	\$3,500
2.	Electrical:	\$3,800
3.	Architectural/Structural	\$3,000
B.	Construction Phase Support:	\$1,200

If you have any questions concerning the proposed scope of work, services, and fee, please call me. I look forward to working with you and your office on this project. Thank you for this opportunity to be of service.

Very truly yours,

IDS MECHANICAL ENGINEERS



Ray Cranston Jr., P.E.
Principal

July 23, 2013

Oak Park Unified School District
5801 East Conifer Street
Oak Park, CA 91377

Attention: Mr. Keith Henderson, Construction Manager
Balfour Beatty Construction

Project: Oak Park Unified School District
District Office A/C Upgrade
IDSME Project No. 13.502.00

Subject: Proposal for Consulting Engineering Services

Dear Mr. Henderson;

Our July 17th meeting to review the scope of work for the Oak Park USD District Office A/C Upgrade resulted in the following revisions.

1. The new air-conditioning system for the Conference Room will consist of a roof-mounted package gas-electric air-conditioning unit with an economy cycle and demand controlled ventilation. This unit will replace the existing unit that serves the Conference Room and the Superintendent's Office. The system capacity will be based on 25 occupants. New ductwork and air distribution will be provided.
2. The new air-conditioning system for the Superintendent's Office will consist of a split system heat pump with fixed outdoor air. The condensing unit will be located on grade adjacent to the Superintendent's Assistant's Office. The indoor unit will be located in the ceiling space over the Conference Room. The system capacity will be based on 15 occupants. New ductwork and air distribution will be provided.
3. Unit AC-5 will be replaced with a new split heat pump system with fixed outdoor air. The condensing unit will be located on the roof platform now occupied by AC-5. The indoor unit will be located on the mezzanine below. The unit will serve the copy room and the 3 adjacent offices.
4. Unit AC-1 will now serve only Reception and the one adjacent office and storage room. The ductwork from AC-1 that serves other spaces will be capped. Some of the ductwork may be reused in the AC-5 replacement system.
5. The wall between the office area and what was originally the warehouse is indicated as a one-hour wall on the architectural drawings. Duct penetrating this wall will be provided with smoke/fire dampers.
6. A new roof curb will be provided for the new AC-3 unit in lieu of an adaptor curb as the adaptor curb will raise the unit about 24-inches. Adaptor curbs will be used for Units AC-1 and AC-2.
7. The Sever Room has an independent air-conditioning system that will not be revised.

Services

We will provide the District with the following engineering services.

1. Provide one field trip to verify the routing for the ductwork for AC-5.
2. Prepare the heating and cooling, electrical, and structural calculations and designs.
3. Select the equipment. Submit catalog cuts to the District for review and approval.
4. Prepare schematic sketches showing the proposed system design for District review and approval.

Balfour Beatty Construction

Attention: Mr. Keith Henderson, Construction Manager

Project: Oak Park USD District Office A/C Upgrade

Subject: Proposal for Consulting Engineering Services

July 23, 2013

Page 2 of 2

5. Prepare the construction drawings and technical specifications for the mechanical, electrical, and architectural/structural work for obtaining bid proposals and for the construction of the approved system.
6. Submit the construction drawings and specifications to the District in PDF format.
7. Prepare addendums during the bid phase as may be required. The addendums will be issued by the District.
8. Review the Contractor's submittals and shop drawings.
9. Provide written responses to the Contractor's requests for information.
10. Include the review of the work of this project in the site visit to prepare final punch list. Submit the punch list to the District for distribution.

Fee

The proposed fee for this project is seven thousand dollars (\$7,000). The breakdown of the fee is as follows.

A. Construction Document Phase

1.	Mechanical:	\$4,600
2.	Electrical:	No Change
3.	Architectural/Structural	\$1,600

B. Construction Phase Support: \$800

If you have any questions concerning the proposed scope of work, services, and fee, please call me. I look forward to working with you and your office on this project. Thank you for this opportunity to be of service.

Very truly yours,

IDS MECHANICAL ENGINEERS



Ray Cranston Jr., P.E.
Principal

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.2.j. APPROVE RESOLUTION 13-15, AUTHORIZING ISSUANCE OF MEASURE C6 GENERAL OBLIGATION BONDS

ACTION

ISSUE: Shall the Board approve Resolution 13-15, and related documents, authorizing the issuance and sale of Measure C6 General Obligation bonds?

BACKGROUND: In June 2006, the voters of Oak Park approved the Measure C6 General Obligation bond, for the purpose of providing educational technology, science and computer lab equipment, acquiring safe student transportation vehicles, and replacing aging furniture and equipment. At this evening's meeting the Board is asked to approve Resolution 13-15, authorizing the third issuance and sale of Measure C6 bonds. The resolution, still being prepared by bond counsel as this agenda was going to press, includes the authorization for sale, the forms of the proposed bonds, preliminary official statement, and purchase contract. Assuming the Board's approval of the resolution, it is expected that the bonds will be sold September 2013, with proceeds being received by the District in early October 2013.

ALTERNATIVES:

1. Approve Resolution 13-15, and related documents, authorizing the issuance and sale of Measure C6 General Obligation bonds.
2. Do not approve Resolution 13-15.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.2.k. APPROVE RESOLUTION 13-16, AUTHORIZING ISSUANCE OF
MEASURE R GENERAL OBLIGATION BONDS**

ACTION

ISSUE: Shall the Board approve Resolution 13-16, and related documents, authorizing the issuance and sale of Measure R General Obligation bonds?

BACKGROUND: In November 2008, the voters of Oak Park approved the Measure R General Obligation bond, for the purpose of repairing and maintaining district facilities. At this evening's meeting the Board is asked to approve Resolution 13-16, authorizing the third issuance and sale of Measure R bonds. The resolution, still being prepared by bond counsel as this agenda was going to press, includes the authorization for sale, the forms of the proposed bonds, preliminary official statement, and purchase contract. Assuming the Board's approval of the resolution, it is expected that the bonds will be sold September 2013, with proceeds being received by the District in early October 2013.

ALTERNATIVES:

1. Approve Resolution 13-16, and related documents, authorizing the issuance and sale of Measure R General Obligation bonds.
2. Do not approve Resolution 13-16.

RECOMMENDATION: Alternative No. 1

Respectfully submitted: Anthony W. Knight, Ed.D., Superintendent

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

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: C.3.a APPROVE AUTHORIZATION TO EMPLOY AN ADMINISTRATIVE CONSULTANT

ACTION

ISSUE: Shall the Board authorize the employment of an administrative consultant?

BACKGROUND: Previously, the District Office has been staffed with a full time Assistant Superintendent of Human Resources and Director of Curriculum and Instruction. When budget cuts were made, the Assistant Superintendent of Human Resources absorbed the Director position. At the same time, our District of Choice program expanded - demanding more time and resources. The hiring of an Administrative Consultant enables the Assistant Superintendent to focus on human resources and curriculum and instruction while the needs of the District of Choice program are met.

ALTERNATIVES: 1. Approve the authorization to employ an administrative consultant.
2. Do not approve the authorization to employ an administrative consultant.

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
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
von Schneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.4.a. APPROVE AMENDMENT TO BOARD POLICY 1325 –
ADVERTISING AND PROMOTION- First Reading**

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 1325 – Advertising and Promotion?

BACKGROUND: Board Policy 1325 is being updated to clarify its applicability only to advertisements and promotions by nonschool groups, not to student speech. Policy also clarifies the distinction between a nonpublic forum and limited public forum, addressed advertisements on district-sponsored web sites and social media, and prohibits distribution of materials or advertisements that are lewd or proselytize or position the district on any side of a controversial issue. Board Policy 1323 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 1325 – Advertising and Promotion.
2. Do not amend Board Policy 1325 – Advertising and Promotion.
3. Adopt a modified version of the amendment to Board Policy 1325 – Advertising and Promotion.

RECOMMENDATION:
Approval of 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
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
vonSchneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1325(a)

Advertising And Promotion

The Governing Board establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by nonschool groups in school-sponsored publications, web sites, and social media and on school facilities. Student speech shall be regulated in accordance with BP/AR 51452 – Freedom of Speech/Expression.

(cf. 113 – District and School Web Sites)

(cf. 1114 – District-Sponsored Social Media)

(cf. 1330 – Use of School Facilities)

(cf. 5145.2 – Freedom of Speech/Expression)

(cf. 6145.5 – Student Organizations and Equal Access)

Limited ~~Open~~ Public Forum

The Governing Board desires to promote positive relationships between ***district*** schools and the community in order to enhance community support and involvement in ~~district~~ schools. The Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings or other ~~items~~ ***gatherings*** of interest to students or parents/guardians

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5145.2 – Freedom of Speech/Expression)

(cf. 6145.5 – Student Organizations and Equal Access)

(cf. 6162.8 - Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

(cf. 1700 - Relations Between Private Industry and the Schools)

3. Paid advertisements on school property, including, but not limited to, ***advertisements on billboard and scoreboards*** ~~advertisements~~

4. Paid advertisements in school-sponsored publications, yearbooks, announcements and other school communications, ***including web sites and social media***

(cf. ~~1113~~ – District and School Web Sites)

5. Products and materials donated by commercial enterprises for ***educational*** use, ***including those that bear the name and/or logo of the donor, as long as they*** ~~in the classroom, as long as they serve an educational purpose and~~ do not unduly promote ***the donor or*** any commercial

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Community Relations

BP 1325(b)

activity or products. ~~Such materials may bear the name and/or logo of the donor.~~

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to distribution, ***posting or publishing of any nonschool group's promotional materials or advertisement***, ~~or publication~~, the Superintendent, principal or designee shall review ***the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by*** and approve all ~~advertising copy and promotional materials to ensure compliance with Board policy.~~

~~The Superintendent, principal or designee may selectively approve or disapprove distribution of materials or publishing of copy based on the criteria listed below, but may not disapprove materials or copy in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that would otherwise be allowed.~~

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution posting, or publishing of the materials ~~The use of promotional materials or advertisements does not imply district endorsement of any identified~~ ***the group's activities, products or services. Schools are encouraged to District- and school-sponsored publications shall include a disclaimer in school publications and yearbooks stating that the district or school does not endorse any advertised products or services.***

Criteria for Approval

The Superintendent, principal or designee shall not accept for distribution any materials or advertisements that:

1. Are ***lewd***, obscene, libelous or slanderous ~~(Education Code 48907)~~
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools (Education Code 48907)
3. Promote any particular political interest, candidate, party or ballot measure, unless ~~such materials are being distributed at a forum in which~~ ***the*** candidates or advocates from all sides are

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Community Relations

BP 1325(c)

provided the opportunity to presenting their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)

~~*(cf. 1330 - Use of School Facilities)*~~

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

4. Proselytize or position the district on any side of a controversial issue

5. Discriminate against, attack or denigrate any group on account of any unlawful consideration

(cf. 0410 - Nondiscrimination in District Programs and Activities)

6. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, ***non-nutritious foods and beverages***, and movies or products unsuitable for children

(cf. 5030 – Student Wellness)

(cf. 5131.5 - Alcohol and Other Drugs)

(cf. 5131.62 – Tobacco)

7. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321 - Solicitation of Funds from and by Students)

8. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, ~~Such criteria may limit advertisements to those that contain congratulatory or commemorative messages, curriculum-related content, advertisements for products or services of interest to students, non-controversial content, and/or other content deemed appropriate by the school publication staff and adviser~~ ***as deemed appropriate by the Superintendent or designee*** in accordance with law and Board policy.

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Community Relations

BP 1325(d)

Legal Reference:

CALIFORNIA CONSTITUTION

Article I, Section 2 Free speech rights

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38138 Civic Center Act

~~48907 Student exercise of free expression~~

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

COURT CASES

Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350

Lehman v. Shaker Heights, (1974) 418 U.S. 298

Management Resources:

CSBA PUBLICATIONS

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

WEB SITES

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

Adopted: 2-22-78

Amended: 5-28-80, 4-2-91, 11-18-03

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

SUBJECT: C.4.b. APPROVE AMENDMENT TO BOARD POLICY 1330 – USE OF SCHOOL FACILITIES - First Reading

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 1330 – Use of School Facilities?

BACKGROUND: Board Policy 1330 is a mandated policy updated to reflect new law (SB 1404, 2012) which modifies the definition of “direct costs” that may be charged for community use of school facilities or grounds and includes the YMCA and religious organizations/churches that arrange for and supervise youth sports league activities among the nonprofit organizations, clubs, and associations that may be allowed the use of school facilities or grounds without charge. Board Policy 1330 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 1330 – Use of School Facilities.
2. Do not amend Board Policy 1330 – Use of School Facilities.
3. Adopt a modified version of the amendment to Board Policy 1330 – Use of School Facilities.

RECOMMENDATION:
Approval of 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
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
vonSchneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1330(a)

Use Of School Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Thus, the Governing Board authorizes the use of school facilities by district residents and recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for specified in the Civic Center Act, to the extent that when such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

All School-related activities (clubs, class events etc.) shall be given have priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use of facilities Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 – Joint Use Agreements)

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

(cf. 6115 – Ceremonies and Observances)

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Aid, encourage and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.

(cf. 0450 – Comprehensive School Safety Plan)

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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BP 1330(b)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 – Advertising and Promotion.

(cf. 1325 – Advertising and Promotion)

Fees

The Board ~~may~~ authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs or associations organized to promote youth and school activities. ***In accordance with Education Code 48134(a)***, these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire, USA, parent-teacher associations, school-community advisory councils, Oak Park Municipal Advisory Council, Community Foundation for Oak Park and Friends of Oak Park Schools. Facilities may also be used for fundraising activities by free use groups when the net receipts are used for the welfare of the district's students or to support district needs. Other groups ***that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for - profit groups, shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.*** ~~the use of school facilities under the Civic Center Act shall be charged at least direct costs.~~

In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)

- 1. Supplies, utilities, janitorial services, other services of district employees, and salaries of district employees directly associated with operation and maintenance of the school facilities or grounds involved***
- 2. Maintenance, repair, restoration, and refurbishment of the school facilities or grounds***

However, for classroom-based programs that operate after school hours, including, but not limited to, after-school tutoring and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)

(cf. 5148 – Child Care and Development)

(cf. 5148.2 – Before/After School Programs)

Groups shall be charged fair rental value when using school facilities or grounds for

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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BP 1330(b)

entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students.
(Education Code 38134)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community Recreation Programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good New Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District (1993) 113 S.Ct. 2141

Cole v. Richardson, (1972) 405 U.S. 676, 92 S.Ct. 1332

Connell v. Higgenbotham, (1971) 403 U.S. 207, 91 S.Ct. 1772

ACLU of So. Calif. v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.AttyGen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

~~CDE LEGAL ADVISORIES~~

~~1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89~~

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leaders' Guide to Collaboration and Community Engagement, 2009

WEB SITES

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

California Department of Education: <http://222.cde.ca.gov>

Adopted: 2-22-78

Amended: 10-4-83, 12-17-85, 5-15-90, 4-2-91, 9-26-95, 9-17-02, 11-18-03, 10-16-12

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: AUGUST 30, 2013

**SUBJECT: C.4.c APPROVE AMENDMENT TO BOARD POLICY 3460 –
FINANCIAL REPORT AND ACCOUNTABILITY – First
Reading**

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 3460 – Financial Report and Accountability?

BACKGROUND: Board Policy 3460 is being updated to reflect new law (AB 2662, 2012) which gives the County Superintendent of Schools the authority, upon receipt of a district's interim fiscal report, to change the district's qualified certification to a negative certification. Policy also contains materials formerly in AR which refers to Board actions regarding the statement of unaudited actual receipts and expenditures, Gann appropriations limit resolution, interim reports, and audit report. Board Policy 3460 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 3460 – Financial Report and Accountability.
2. Do not amend Board Policy 3460 – Financial Report and Accountability.
3. Adopt a modified version of the amendment to Board Policy 3460 – Financial Report and Accountability.

RECOMMENDATION:
Approval of 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
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
vonSchneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3460(a)

Financial Reports And Accountability

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal policies, oversee the district's financial condition and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 3300 – Expenditures and Purchases)

(cf. 3430 - Investing)

(cf. 4143/4243 – Negotiations/Consultations)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

(cf. 3400 - Management of District Assets/Accounts)

When required by law or the Board, the Superintendent or designee shall ***submit to*** the Board ~~with financial reports throughout the year in accordance with law and as otherwise requested by the Board of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation.~~ ***When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline. The Board shall regularly communicate the district's financial position to the public and shall use the financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.***

(cf. 1340 – Access to District Records)

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3460(b)

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriate Limit Resolution

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

(cf. 9322 – Agenda/Meeting Materials)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

- 1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years*
- 2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years*
- 3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year*

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3460(c)

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

At any time during the year when the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendation. (Education Code 42637)

Audit Report

Pursuant to Education Code 41020, if the district has a disapproved budget, has received a negative certification on any budget or interim fiscal report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern, any contract the district enters into for auditing services must be approved by the County Superintendent.

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3460(d)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

~~Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board shall:~~

- ~~1. Approve and file an annual statement of the district's receipts and expenditures for the preceding fiscal year (Education Code 42100)~~
- ~~2. Adopt a resolution identifying the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year (Education Code 42132; Government Code 7910)~~
- ~~3. Approve interim fiscal reports and certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and two subsequent fiscal years (Education Code 42130, 42131)~~
- ~~4. Provide for an annual audit, select an independent auditor, and review the audit report (Education Code 41020, 41020.3)~~

~~The independent auditor shall present the audit report to the Board at a public meeting and the Board shall have an opportunity to ask questions of the auditor and request further information about the audit findings.~~

~~The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure~~

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3460(e)

~~the district's financial stability.~~

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

Legal Reference:

EDUCATION CODE

1240 Duties of County superintendent of schools

14500-14508 Financial and compliance audits

17150 Public disclosure of non-voter-approved debt

17170-17199.5 California School Finance Authority

33127 Standards and criteria for local budgets and expenditures

33128 Standards and criteria; inclusions

33129 Standards and criteria; use by local agencies

35035 Powers and duties of superintendent

41010-41023 Accounting system

41326 Emergency apportionment

41344 Repayment of apportionment significant audit exceptions

41344.1 Appeals of audit findings

41455 Examination of financial problems of local districts

42100-42105 Requirement to prepare and file annual statement

42120-42129 Budget requirements

42130-42134 Financial reports and certifications

42140-42142 Public disclosure of fiscal obligations

42637 County Superintendent review of district's financial and budgetary conditions

~~42652 Revocation or suspension of warrant authority~~

48300-48316 Student attendance alternatives

GOVERNMENT CODE

3540.2 School district; qualified or negative certification; proposed agreement review and comment

7900-7914 Appropriations limit

16429.1 Local agency investment fund

53646 Reports of investment policy and compliance

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15070 Submission of reports using standardized account code structure

15440-15451 Criteria and standards for school district budgets

15453-15463 Criteria and standards for school district interim reports

19810-19816.1 Audits

UNITED STATES CODE, TITLE 31

7501-7507 Single audits of federal program funds

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Leadership: Fiscal Accountability, 2006

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3460(f)

CDE COMMUNICATIONS

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
1208.00 Audit Resolution Process: Repayment Plans

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 34, Basic Financial Statements - and Management's Discussion and Analysis - For State and Local Governments, June 1999

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

STATE CONTROLLER PUBLICATIONS

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS

Government Auditing Standards, 2011

Financial Audit Manual, revised 2008

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

A-133 Audits of States, Local Governments, and Non-Profit Organizations

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

CDE, School Finance & Grants: <http://www.cde.ca.gov/fg>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

State Controller's Office: <http://www.sco.ca.gov>

U.S. Government Accounting Office: <http://www.gao.gov>

U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>

Adopted: 9-17-02

Amended: 1-20-04, 4-19-05, 3-17-09

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.4.e. APPROVE AMENDMENT TO BOARD POLICY
3514.1 – HAZARDOUS SUBSTANCES – First Reading**

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 3514.1 – Hazardous Substances?

BACKGROUND: Board Policy 3514.1 is being updated to reflect requirements for a chemical hygiene plan, as required by state regulations for any employer that maintains a workplace where there is laboratory use of hazardous chemicals, such as a district that offers science laboratory classes. Board Policy 3514.1 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 3514.1 – Hazardous Substances.
2. Do not amend Board Policy 3514.1 – Hazardous Substances.
3. Adopt a modified version of the amendment to Board Policy 3514.1 – Hazardous Substances.

RECOMMENDATION:
Approval of 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
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
vonSchneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3514.1(a)

Hazardous Substances

The Governing Board *desires to provide a safe school environment that protects students and employees from exposure to* ~~recognizes that~~ potentially hazardous substances ~~are that may be~~ used in the *district's educational program and in the maintenance and operation of district facilities and equipment.* ~~daily operations of our schools. The Superintendent or designee shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner.~~

(cf. 3514 – Environmental Safety)

(cf. 4119.42/4219.42/4219.42 – Exposure Control Plan for Bloodborne Pathogens)

(cf. 4157/4257/4357 – Employee Safety)

(cf. 5141.22 – Infectious Diseases)

(5142 – Safety)

(cf. 6161.3 – Toxic Art Supplies)

Insofar as *reasonably* possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored *and used* on school property. *When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.* ~~and shall substitute less dangerous materials for hazardous substances.~~

(cf. 3510 – Green School Operations)

(cf. 3514.2 – Integrated Pest Management)

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

Hazard Communication Program

The Superintendent or designee shall develop, implement and monitor a written hazard communication program in accordance with *8 CCR 5194 and state law.* ~~As part of this program, he/she shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed. and that material safety data sheets are readily accessible to them.~~

(cf. 1240 – Volunteer Assistance)

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 – Science Instruction)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3514.1(b)

~~Teachers shall instruct students about the importance of proper handling, storage, disposal and protection when using any potentially hazardous substance.~~

~~(cf. 3514-Environmental Safety)~~

~~(cf. 4157/4257/4357-Employee Safety)~~

~~(cf. 5141.22-Infectious Diseases)~~

~~(cf. 6161.3-Toxic Art Supplies)~~

Reference:

EDUCATION CODE

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories, chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

WEB SITES

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

California Department of Education: <http://cde.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

Adopted: 3-18-86

Amended: 7-11-89, 9-17-02, 2-17-04

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: AUGUST 20, 2013

**SUBJECT: C.4.e. APPROVE AMENDMENT TO BOARD POLICY 3580 –
DISTRICT RECORDS —First Reading**

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 3580 – District Records?

BACKGROUND: Board Policy 3580 is being updated to include actions to be taken in the event of any known or suspected breach of the security of district records containing confidential personal information.. Board Policy 3580 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve the amendment to Board Policy 3580 – District Records.
2. Do not amend Board Policy 3580 – District Records.
3. Adopt a modified version of the amendment to Board Policy 3580 – District Records.

RECOMMENDATION:
Approval of 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
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
vonSchneidau	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3580(a)

District Records

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records shall be are developed, maintained and disposed of in accordance with law, Board policy, and administrative regulation. and California Department of Education regulations.

(cf. 1340 - Access to District Records)

(cf. 3440 - Inventories)

The Superintendent or designee shall ***consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to “litigation hold” discovery requests, and the recovery of records in the event of a disaster or emergency.*** ~~establish regulations that define records which are permanent, optional and disposable and specify how each type of record is to be maintained or destroyed. Any microfilm or electronic copies of original records shall be permanently retained.~~

(cf. 0400 – District Technology Plan)

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 9011 – Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage or loss.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

In the event of any known or reasonably suspected breach of the security of district records containing confidential personal information including, but not limited to, a social security number, driver’s license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account, the Superintendent or designee shall immediately notify local law enforcement agencies and any affected persons. Notification of affected individuals may be delayed if a law enforcement agency determines that the notification would impede a criminal investigation.

The Superintendent or designee shall ensure that employees receive information about the district’s document management system, including retention and confidentiality requirements and an employee’s obligations in the event of a litigation hold established on the advice of legal counsel.

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3580(b)

(cf. 4131/4231/4331 – Staff Development)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians or employees when a substitute address is designated by the Secretary of State ***pursuant to the Safe at Home program*** ~~for victims of domestic violence or stalking.~~ (Government Code 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 – Health Care and Emergencies)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journal

35250-35255 Records and reports

44031 Personnel file contents and inspection

49065 Reasonable charge for transcripts

49069 Absolute right to access

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of pupil records

16020-16022 Records-general provisions

16023-16027 Retention of records

UNITED STATE CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS< TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

~~SECRETARY OF STATE~~

~~Letter re: California Confidential Address Program Implementation (SB 489), August 27, 1999~~

~~WEB SITES~~

California Secretary of State: <http://www.sos.ca.gov/safeathome>

Adopted: 7-11-89

Amended: 9-17-02, 2-17-04

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: AUGUST 20, 2013
SUBJECT: VII.1. ENROLLMENT AND ATTENDANCE REPORT – MONTH 10
INFORMATION

ISSUE: Shall the Board receive and review a status report on District enrollment and attendance through Month 10 of the 2012-13 school year?

BACKGROUND: As student enrollment and attendance plays a key factor in 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 current enrollment and attendance information through the end of the most recent reporting period to assist in this review. This report will be updated and reported to the Board each month at its regular meetings,

RECOMMENDATION: None. Information only.

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

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

MONTHLY REPORT OF ENROLLMENT AND ADA

Board Meeting, June 17, 2013

Page 1

Site/ Grade	YEAR TO DATE		Month 1		Month 2		Month 3		Month 4	
	ENRL*	ADA	ENRL*	ADA	ENRL*	ADA	ENRL	ADA	ENRL	ADA
BES										
K	96	89.28	89	87.06	90	86.74	91	87.33	92	87.06
1	83	80.51	84	82.63	84	81.00	84	82.11	83	81.17
2	102	97.92	100	98.50	100	96.42	99	97.39	100	95.61
3	111	105.96	110	109.44	109	103.89	109	105.72	107	102.61
4	119	115.71	117	115.25	118	114.95	120	116.72	120	114.39
5	96	92.99	97	96.25	97	94.16	97	93.00	96	93.00
SDC	1	0.99	1	1.00	1	1.00	1	1.00	1	1.00
Total	608	583.36	598	590.13	599	578.16	601	583.27	599	574.84
ADA % **		96.49%		98.16%		96.55%		96.96%		95.82%
OHES										
K	78	74.72	78	76.56	79	75.11	79	76.39	79	76.56
1	82	76.42	74	73.38	77	73.95	77	74.94	79	75.44
2	82	80.51	84	81.69	83	80.79	83	81.56	82	79.67
3	85	83.48	87	84.81	87	84.42	87	84.56	86	84.06
4	93	90.17	93	92.50	92	90.37	91	89.56	92	89.00
5	119	116.54	123	119.81	121	118.53	121	116.78	120	114.50
SDC	0	-	0	-	0	-	0	-	0	-
Total	539	521.84	539	528.75	539	523.17	538	523.79	538	519.23
ADA % **		96.64%		98.09%		97.10%		97.18%		96.58%
ROES										
K	77	72.24	75	73.63	76	73.16	76	70.28	76	71.44
1	113	105.21	107	105.50	107	103.53	107	102.56	107	101.44
2	79	78.42	82	80.88	83	80.37	82	79.83	82	78.72
3	110	107.27	111	109.19	111	108.32	113	109.50	113	107.44
4	96	92.24	95	92.94	95	91.84	94	91.67	95	89.33
5	93	90.03	92	89.75	93	90.37	93	90.56	93	89.72
SDC	0	-	0	-	0	-	0	-	0	-
Total	568	545.41	562	551.89	565	547.59	565	544.40	566	538.09
ADA % **		96.38%		98.19%		97.16%		96.41%		95.33%
MCMS										
6	375	364.74	378	371.56	378	365.26	378	370.56	378	362.50
7	386	370.33	388	379.50	388	371.79	387	374.22	385	369.33
8	363	349.26	364	357.50	364	350.26	362	353.89	362	347.22
SDC	2	1.87	2	2.00	2	1.95	2	1.78	2	1.72
Total	1126	1,086.20	1132	1,110.56	1132	1,089.26	1129	1,100.45	1127	1,080.77
ADA % **		96.27%		98.25%		96.24%		97.35%		95.78%
OPHS										
9	388	378.91	388	382.69	389	378.58	389	379.17	389	375.56
10	380	373.62	385	381.44	385	377.37	384	375.28	384	372.44
11	339	335.86	356	350.38	354	345.89	352	339.11	349	336.22
12	324	317.54	330	325.88	329	321.84	329	320.72	328	319.72
SDC	2	2.89	3	3.00	3	2.89	3	2.89	3	2.94
Total	1433	1,408.82	1462	1,443.39	1460	1,426.57	1457	1,417.17	1453	1,406.88
ADA % **		97.23%		98.58%		97.55%		97.24%		96.73%
OVHS										
10-12	49	44.98	46	39.81	47	44.17	48	45.73	49	45.12
ADA % **		91.80%		86.54%		93.98%		95.27%		92.08%
OPIS										
K-12	187	175.21	162	151.19	172	166.95	173	168.44	176	168.50
ADA % **		98.42%		96.64%		98.94%		97.81%		96.59%
Other ***	5	9.72	5	7.15	5	7.63	5	7.62	5	7.90
TOTALS										
K-12	4515	4,375.54	4506	4,422.87	4519	4,383.50	4516	4,390.87	4513	4,341.33
ADA % **		96.91%		98.16%		97.00%		97.23%		96.20%

* Enrollment is as of last day of school month.

** % of Attendance by Site is from Zangle Attendance Month calculation.

*** Other is HH, NPS, Ext Yr

MONTHLY REPORT OF ENROLLMENT AND ADA

Board Meeting, June 17, 2013

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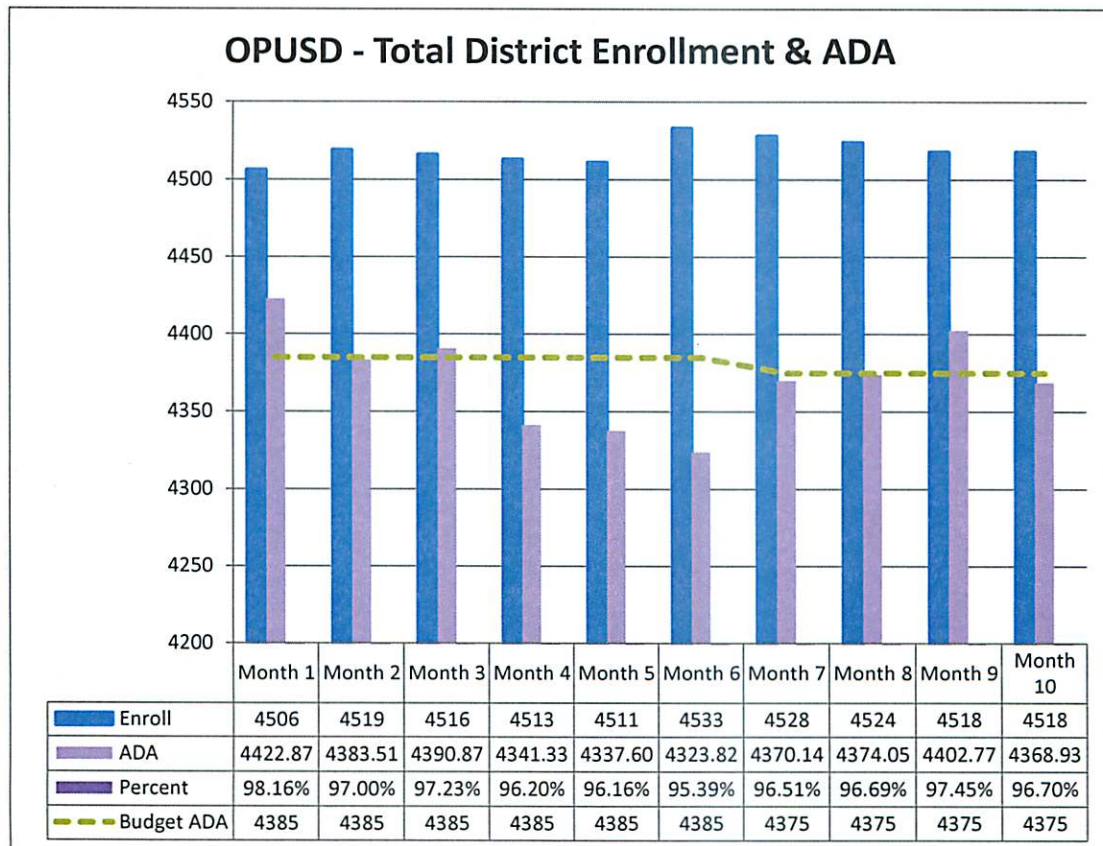
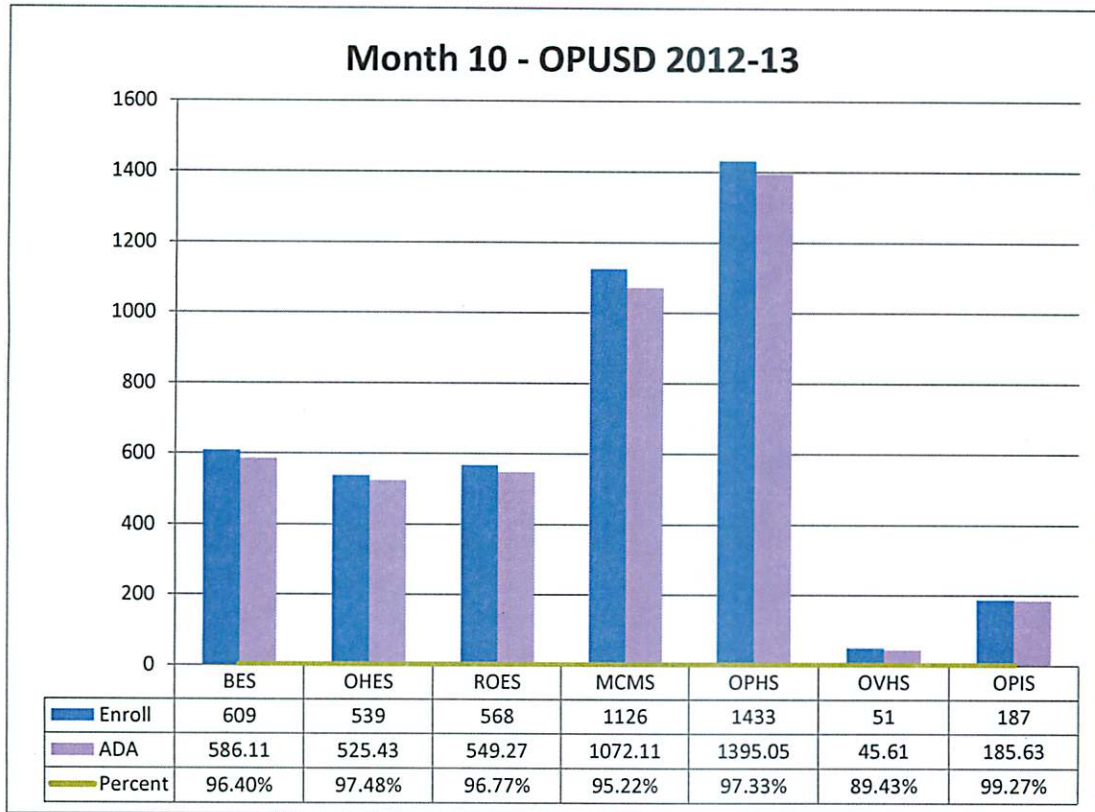
Site/ Grade	Month 5		Month 6		Month 7		Month 8		Month 9		Month 10	
	ENRL	ADA	ENRL	ADA	ENRL	ADA	ENRL	ADA	ENRL	ADA	ENRL	ADA
BES												
K	95	89.39	96	88.68	95	91.90	95	91.14	96	91.47	96	91.11
1	83	79.94	83	78.16	83	79.60	83	79.93	83	80.63	84	79.74
2	102	96.72	102	97.32	102	98.55	102	99.71	102	100.21	102	98.89
3	110	104.28	111	106.00	111	106.55	111	107.79	111	107.00	111	106.42
4	120	115.83	120	114.37	120	116.40	120	116.14	119	116.21	119	115.74
5	96	91.83	96	90.42	96	92.15	96	92.64	96	93.42	96	93.21
SDC	1	1.00	1	0.95	1	1.00	1	1	1	1.00	1	1
Total	607	578.99	609	575.90	608	586.15	608	588.35	608	589.94	609	586.11
ADA % **		96.03%		94.66%		96.29%		96.77%		97.06%		96.40%
OHES												
K	79	73.5	79	74.79	79	67.80	78	75.86	78	75.26	78	75
1	81	77.78	81	77.58	81	77.65	83	79.29	83	81.05	82	79.95
2	82	77.89	82	77.95	81	79.05	81	79.07	81	79.00	82	80.53
3	86	83.17	86	82.42	86	83.40	85	83.29	85	82.53	85	82.26
4	92	88.28	94	88.11	94	92.05	94	91.21	93	89.84	92	90.32
5	122	115.89	121	116.21	120	116.10	120	114.79	119	116.05	120	117.37
SDC	0	-	0	-	0	-	0	-	0	-	0	-
Total	542	516.51	543	517.06	541	516.05	541	523.51	539	523.73	539	525.43
ADA % **		95.57%		95.12%		95.39%		96.78%		96.94%		97.48%
ROES												
K	76	70.61	76	71.58	76	72.10	76	71.64	77	73.37	77	73.95
1	107	100.56	110	103.74	111	107.95	112	107.79	113	109.05	113	109.58
2	81	76.78	81	78.32	81	78.45	80	76.93	79	77.37	79	76.05
3	111	105.06	111	106.79	111	107.05	111	105.57	111	107.05	110	105.95
4	96	92.22	96	91.05	96	92.90	95	92.5	96	93.58	96	92.53
5	93	88.39	94	87.79	95	90.95	95	90.57	94	91.00	93	91.21
SDC	0	-	0	-	0	-	0	-	0	-	0	0
Total	564	533.62	568	539.27	570	549.40	569	545.00	570	551.42	568	549.27
ADA % **		94.66%		95.39%		96.56%		95.90%		96.74%		96.77%
MCMS												
6	377	362.5	377	355.63	378	365.10	378	363.07	375	366	375	362.37
7	385	366.11	385	363.11	384	368.90	384	370.93	384	370.89	386	367.32
8	364	343.83	364	338.21	365	353.90	364	353.5	363	354.63	363	340.53
SDC	2	1.78	2	1.68	2	2.00	2	2	2	1.95	2	1.89
Total	1128	1,074.22	1128	1,058.63	1129	1,089.90	1128	1,089.50	1124	1,093.47	1126	1,072.11
ADA % **		95.26%		93.82%		96.60%		96.67%		97.24%		95.22%
OPHS												
9	390	376.44	394	380.95	392	378.050	389	378.14	389	380.42	388	378.58
10	382	372.5	382	371.05	381	371.150	381	370.00	380	370.89	380	372.74
11	342	337.83	340	329.79	340	327.700	340	330.57	339	331.89	339	330.63
12	327	319.17	326	314.84	326	315.350	326	310.43	324	317.42	324	310.26
SDC	3	2.67	3	2.84	3	3.000	3	3.00	3	2.84	2	2.84
Total	1444	1,408.61	1445	1,399.47	1442	1,395.25	1439	1,392.14	1435	1,403.46	1433	1,395.05
ADA % **		97.15%		96.77%		96.67%		96.60%		97.55%		97.33%
OVHS												
10-12	45	42.25	50	44.19	47	43.74	48	43.39	50	46.27	51	45.61
ADA % **		93.89%		88.38%		93.06%		90.40%		92.54%		89.43%
OPIS												
K-12	176	175.06	185	180.68	186	180.70	186	183.21	187	185.53	187	185.63
ADA % **		97.91%		98.54%		97.15%		98.50%		99.21%		99.27%
Other ***	5	8.34	5	8.62	5	8.95	5	8.95	5	8.95	5	9.72
TOTALS												
K-12	4511	4,337.60	4533	4,323.82	4528	4,370.14	4524	4,374.05	4518	4,402.77	4518	4,368.93
ADA % **		96.16%		95.39%		96.51%		96.69%		97.45%		96.70%

* Enrollment is as of last day of school month.

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OAK PARK USD - ATTENDANCE



OAK PARK USD - ATTENDANCE

