

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

ADDENDUM REGULAR BOARD MEETING – AGENDA #858

DATE: Tuesday, May 15, 2012
TIME: 6:00 p.m. Open Session
PLACE: Oak Park High School
Presentation Room-G9
899 Kanan Road
Oak Park, CA 91377

ACTION

2. BUSINESS SERVICES

- g. Amended – Approve Resolution #12-09 Authorizing Emergency Repairs at Oak Hills Elementary School**

Board Policy 3312 requires Board approval for contract for services.

- j. Approve Contract for Oak Park Neighborhood For Learning Program With Ventura County Children and Families First Commission**

Board Policy 3312 requires Board approval for contract for services.

- k. Approve Authorization to Purchase Apple Computer Products, Services and Related Products, as Permitted by Public Contract Code 20118**

Board Policy 3312 requires Board approval for contract for services.

4. BOARD

- a. Approve Resolution #12-11 – Ordering a Regular Governing Board Member Election, Ordering Consolidation with other Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2012**

Education Code 1302(b) and 5340 requires a consolidated election to be held for Governing Board Members whose terms expire on the first Friday in December

- b. Approve 2012-13 School Handbooks/Discipline Plans**

Board approval of school handbooks/discipline plans

- c. Public Hearing and Receive the OPCA Proposal for 2012-2013 Negotiations and Approve the District’s Initial Response for Collective Bargaining Negotiations with Oak Park Classified Association**

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

Date: May 10, 2012

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

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MAY 15, 2012
SUBJECT: C.2.g APPROVAL OF RESOLUTION #12-09 AUTHORIZING EMERGENCY REPAIRS AT OAK HILLS ELEMENTARY SCHOOL

AMENDED

ACTION

ISSUE: Shall the Board approve Resolution #12-09 authorizing emergency repairs at Oak Hills Elementary School due to wind-driven rain storm damage?

BACKGROUND: On March 17, 2012, a heavy, wind-driven, rain storm caused flooding in the multi-purpose room, the library, and kindergarten Room 1 at Oak Hills Elementary School. A roof drain plugged with leaves, and the overflow pipe intended to drain the collecting water was too tall. As a result, water pooled on the roof, seeping through roof flashing down a wall separating the multi-purpose room and library, causing damage to walls, floors, cabinetry, and books. Upon discovery of the damage, the District immediately engaged property damage and mold remediation experts Pacific Property Restoration, Inc. to correct the problem. As of April 2, 2012, all remediation was completed and the affected areas tested and declared free of mold and toxins by a certified industrial hygienist. Restoration of the multi-purpose room and library is scheduled to begin the week of April 2, 2012, and is expected to take 14 days to complete. The cost of repairs is estimated at \$50,000, exceeding the statutory \$15,000 bid limit specified by Public Contracts Code (PCC). PCC 20113 provides that upon unanimous consent of the Board, and subject to the approval of the County Superintendent of Schools, emergency contracts may be awarded without bids when any improvement or repair is necessary to permit the continuance of existing school classes. The Board is asked to approve Resolution #12-09, declaring that the presence of water damage and mold at Oak Hills Elementary School represents an emergency condition, and authorizing the award of a contract for appropriate repairs, remediation, and sanitation, to Pacific Property Restoration, Inc. in an amount not to exceed \$35,000, and to Leader Carpet, for replacement of carpeting, in an amount not to exceed \$22,000, subject to approval by the County Superintendent of Schools. It is anticipated that all costs will be covered by the District's property insurance.

ALTERNATIVES:

1. Approve Emergency Resolution #12-09
2. Do not approve Emergency Resolution #12-09

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted,



Anthony W. Knight, Ed.D.
Superintendent

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

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

OAK PARK UNIFIED SCHOOL DISTRICT

RESOLUTION #12-09
EMERGENCY RESOLUTION AUTHORIZING EMERGENCY REPAIRS
AT OAK HILLS ELEMENTARY SCHOOL
TO PERMIT CONTINUATION OF EXISTING CLASSES

WHEREAS, on March 17, 2012, a heavy, wind-driven, rain storm caused flooding in the multi-purpose room, school library, and kindergarten Room 1 at Oak Hills Elementary School, and

WHEREAS, said flooding created mold and caused extensive damage to floors, walls, cabinetry and books in the multi-purpose room and the school library that posed a clear and imminent danger requiring immediate action to prevent or mitigate the impairment of life, health, property, or essential public services, and

WHEREAS, the District must contract with certified industrial hygienists, mold remediation and property restoration experts, and similar trades to return the affected areas to a safe and healthy environment for students and staff; and

WHEREAS, the cost of the of repairs to correct this emergency exceeded the statutory \$15,000 requirement for bidding of contracts specified by the Public Contracts Code (PCC); and

WHEREAS, time was of the essence and bidding for repairs specified by the Public Contracts Code (PCC) would have created significant delays in resolving the emergency conditions and prevented the continuance of existing school classes; and

WHEREAS, PCC Section 20113 provides upon unanimous consent of the governing board, and subject to the approval of the Ventura County Superintendent of Schools, for the award of emergency contracts without securing bids when any repair, alteration, work, or improvement is necessary to prevent or correct any condition that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services and to permit the continuance of existing school classes.

NOW, THEREFORE, The Board of Education of the Oak Park Unified School District by unanimous vote declares than an emergency exists, and approves and authorizes, subject to approval by the Ventura County Superintendent of Schools, the award of contract for appropriate repairs, remediation, and sanitation, at Oak Hills Elementary School to Pacific Property Restoration, Inc. in an amount not to exceed \$30,000, and to Leader Carpet, for replacement of carpeting, in an amount not to exceed \$20,000

ADOPTED this 15th day of May 2012 by the Board of Education of the Oak Pak Unified School District, in Ventura County, California.

AYES: _____

NOES _____

ABSENT: _____

CERTIFICATION: I declare under penalty of perjury that the foregoing is a true and correct copy of a resolution adopted by the above named school district.

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

TO: BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: JUNE 8, 2010

SUBJECT: C.2.j APPROVE CONTRACT FOR OAK PARK NEIGHBORHOOD FOR LEARNING PROGRAM WITH VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION

ACTION

ISSUE: Should the Board of Education approve the contract for Oak Park Neighborhood for Learning Program with Ventura County Children and Families First Commission?

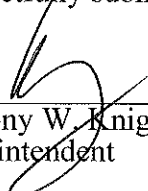
BACKGROUND: The Oak Park Neighborhood for Learning Program depends on Ventura County Children and Families First Commission for subsidy funding to run the preschool program. Contract will be sent to Board under separate cover.

ALTERNATIVES:

1. Approve contract for Oak Park Neighborhood for Learning Program with Ventura County Children and Families First Commission.
2. Do not approve contract for Oak Park Neighborhood for Learning Program with Ventura County Children and Families First Commission.

RECOMMENDATION: Alternative #1.

Respectfully submitted:



Anthony W. Knight
Superintendent

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

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

VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION

AGREEMENT

This **AGREEMENT** is between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION (also known as First 5 Ventura County)**, hereinafter called "**COMMISSION**", and the **OAK PARK UNIFIED SCHOOL DISTRICT**, 5801 E. Connifer Street, Oak Park, CA 91377, hereinafter called "**CONTRACTOR**".

WHEREAS, pursuant to the provisions of California Health and Safety Code section 130100 et seq., COMMISSION is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code;

WHEREAS, COMMISSION has received an allocation from revenues collected from the Proposition 10 excise taxes; and

WHEREAS, as a public agency, CONTRACTOR is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, COMMISSION selected CONTRACTOR, after a public request for proposals process, to render certain services, in particular to operate the **First 5 OAK PARK NEIGHBORHOOD FOR LEARNING**, hereinafter called "**Program**" for fiscal year 2012-13:

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

SECTION 1 - GENERAL PROVISIONS

- 1.1 ADMINISTRATION.** COMMISSION Executive Director or his/her designee, hereinafter called **Commission Representative**, shall represent COMMISSION in all matters pertaining to this Agreement and shall administer this Agreement on behalf of COMMISSION. Commission Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. CONTRACTOR's Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of CONTRACTOR. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.25.
- 1.2 TERM.** The term of this Agreement shall commence on July 1, 2012 and shall continue through June 30, 2013 during which time CONTRACTOR shall perform the services required under this Agreement.
- 1.3 COMPENSATION.** COMMISSION agrees to pay CONTRACTOR a sum not to exceed \$65,096.00 for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.
- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to Commission Representative at 2580 East Main Street, Suite 203, Ventura, California 93003, and to CONTRACTOR at 5801 E. Conifer Street, Oak Park, CA 91377.

SECTION 2 - STANDARD PROVISIONS

- 2.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR will not be entitled to any benefits payable to employees of COMMISSION, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COMMISSION is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law will be determined by CONTRACTOR. COMMISSION will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

- 2.2 CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that CONTRACTOR has secured or shall secure at CONTRACTOR's own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by CONTRACTOR or under CONTRACTOR's supervision by persons authorized by law to perform such services.

- 2.3 PERSONNEL DISCLOSURE.** CONTRACTOR shall make available to COMMISSION a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to COMMISSION in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. CONTRACTOR shall immediately notify COMMISSION of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.

- 2.4 RESPONSIBILITY FOR EQUIPMENT.** COMMISSION shall not be responsible nor be held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by CONTRACTOR or any of CONTRACTOR's employees, even though such equipment is furnished, rented, or loaned to CONTRACTOR by COMMISSION. The acceptance or use of any such equipment by CONTRACTOR or CONTRACTOR's employees shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless COMMISSION from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

- 2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify and hold

harmless COMMISSION, including all of its Commissioners, committee members, employees, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against CONTRACTOR, COMMISSION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of COMMISSION.

2.6 INSURANCE.

2.6.1 CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.6.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.

2.6.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.6.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.6.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of COMMISSION.

2.6.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.6.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A: VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.6.2 All insurance required under this Agreement shall be primary coverage as respects COMMISSION, and any insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to CONTRACTOR's coverage. COMMISSION is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If CONTRACTOR is self-insured, CONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of CONTRACTOR's performance of this Agreement.

2.6.3 The Ventura County Children and Families First Commission is to be named as **Additional Insured** with respect to work done by CONTRACTOR under the terms of this Agreement on all

policies required. However, this paragraph 2.6.3 shall not be construed to apply to Workers' Compensation coverage.

2.6.4 CONTRACTOR agrees to provide COMMISSION with the following insurance documents within 14 days after the execution of this Agreement:

2.6.4.1 Certificates of Insurance for coverage required under this Agreement; and

2.6.4.2 Additional insured endorsements.

2.6.5 Failure to timely provide these documents shall be grounds for immediate termination or suspension of this Agreement.

2.6.6 It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Subcontractors that CONTRACTOR may use for the completion of this Agreement.

2.6.7 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COMMISSION from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The minimum amounts set forth herein do not reflect COMMISSION's opinion of the adequacy of such coverage.

2.6.8 If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services OR purchase an extended reporting period endorsement (tail coverage). COMMISSION may withhold final payments due until CONTRACTOR provides satisfactory evidence of the tail coverage to COMMISSION.

2.7 ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of COMMISSION thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COMMISSION under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to COMMISSION.

2.8 INTEREST OF CONTRACTOR. CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and shall not directly or indirectly acquire any such interest, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COMMISSION's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COMMISSION. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from or of any responsibility under this Agreement.

2.9 HIRING DIRECTORS PROHIBITED. CONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the COMMISSION.

2.10 SUBCONTRACTS. Functions undertaken by CONTRACTOR may be carried out under subcontracts. However, CONTRACTOR may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of COMMISSION. Any such attempted

delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR or the transfer of assets in excess of ten (10) percent of the total assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Agreement requiring COMMISSION approval.

All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to COMMISSION within sixty days of execution of this Agreement. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION. All subcontractors will be provided a copy of this Agreement, and any subcontract must state that any work performed must be consistent with this Agreement. COMMISSION has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this Agreement.

In each subcontract, CONTRACTOR shall include all provisions that the COMMISSION may require. COMMISSION shall make these provisions available to CONTRACTOR.

- 2.11 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.12 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. CONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
- 2.13 LICENSES AND STANDARDS.** CONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. CONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.
- CONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which CONTRACTOR transacts its business.
- 2.14 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** CONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION relating to activities performed by CONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon CONTRACTOR.
- 2.15 CONFIDENTIALITY.** COMMISSION and CONTRACTOR agree to maintain the confidentiality of all information and records regarding program participants or their immediate families, except as otherwise required by law.
- 2.16 MAINTENANCE OF RECORDS.** CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or

until all pending COMMISSION, state, or federal audits are completed, whichever is later. Upon request, CONTRACTOR shall make these records available within Ventura County to all authorized COMMISSION, state (including Auditor General) and federal personnel.

2.17 CUSTODY OF RECORDS. At its option, COMMISSION may take custody of CONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. COMMISSION agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by COMMISSION in an accessible location within Ventura County and shall be available to CONTRACTOR for examination and inspection.

2.18 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS. Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as COMMISSION may deem necessary, CONTRACTOR shall make available to COMMISSION, state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.19 AUDIT REQUIREMENTS.

2.19.1 The Single Audit Act requires sub-recipients (CONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.19.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.19.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from COMMISSION.

2.19.2 CONTRACTOR shall submit to COMMISSION copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.19 within thirty (30) days of receipt by CONTRACTOR.

2.20 CONTRACT COMPLIANCE AND QUALITY CONTROL. CONTRACTOR shall submit on a quarterly basis, in accordance with the schedule outlined in Exhibit A, written program reports including grant funds expended to COMMISSION. The report shall detail all work performed to date under this Agreement by CONTRACTOR. The final report shall include an evaluation of the services provided by CONTRACTOR pursuant to this Agreement, including performance measures collected by CONTRACTOR.

2.21 EVALUATION STUDIES. As requested by COMMISSION and State Commission (CCFC), CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR's Program.

2.21.1 CONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.21.2 CONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION.

2.21.3 CONTRACTOR shall enter data in GEMS (Grant Evaluation and Management Solution) software program.

2.21.4 CONTRACTOR shall submit complete data within 30 days after the end of each quarter, in accordance with the schedule outlined in Exhibit A.

2.22 WITHHOLDING. If CONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.20 and in section 2.21 herein, the COMMISSION, at its sole discretion, may withhold payments until the deficiency is corrected.

2.23 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. COMMISSION shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed under this Agreement, including materials covered by copyright, and each entity reserves the right to authorize others to use or reproduce such materials.

COMMISSION shall retain ownership and have access to any report, preliminary findings, or data assembled by CONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the COMMISSION as the funding agent of the publication when applicable.

In addition, CONTRACTOR must receive written permission from the COMMISSION prior to publication of any materials developed under this Agreement, and file with the COMMISSION a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

CONTRACTOR also agrees that if CONTRACTOR enters into any Agreements with other parties in order to perform the work required under this Agreement, CONTRACTOR will require the Agreements to include clauses granting the COMMISSION a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the copyrighted works created, produced, developed or delivered under such Agreements.

2.24 ATTRIBUTION. CONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by COMMISSION, for all printed material specific to the Program funded by COMMISSION under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the CONTRACTOR performs a Program that is identified in the COMMISSION's Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the COMMISSION, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the COMMISSION, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported through a grant from:" placed over the logo.

For COMMISSION's Neighborhood for Learning programs, "First 5" shall precede the name of the Neighborhood for Learning. CONTRACTOR shall refer to the program as the "First 5 [insert name of NfL community] Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.24 herein.

2.25 CHANGES AND AMENDMENTS. COMMISSION and CONTRACTOR may from time to time modify this Agreement. Such changes, except as expressly detailed herein, shall be effective when incorporated in written amendments to this Agreement and approved by COMMISSION and CONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.26 TERMINATION FOR CAUSE.

2.26.1 Upon breach of this Agreement by CONTRACTOR, COMMISSION shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.26.1.1 Failure for any reason of CONTRACTOR to fulfill, in a timely and proper manner, its obligations under this Agreement, including compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.26.1.2 Submission by CONTRACTOR to COMMISSION of reports that are incorrect or incomplete in any material respect; or

2.26.1.3 CONTRACTOR's ineffective or improper use of funds provided by COMMISSION under this Agreement.

2.26.2 Upon a breach, COMMISSION, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions:

2.26.2.1 Aford CONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the Commission Representative or at direction of CCFC.

2.26.2.2 Discontinue payment to CONTRACTOR for the inclusive period in which CONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.26.2.3 Withhold funds pending curing of the breach.

2.26.2.4 Offset against any monies billed by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to 2.26.1 above.

2.27 TERMINATION FOR CONVENIENCE. Either COMMISSION or CONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.28 TERMINATION DUE TO CESSATION OF STATE FUNDING. COMMISSION shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt by COMMISSION of funds from the state for this program is reduced, suspended or terminated for any reason. CONTRACTOR hereby expressly waives any and all claims against COMMISSION for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to COMMISSION for the program under which this Agreement is made, or of the portion thereby delegated by this Agreement.

- 2.29 CLOSE-OUT UPON TERMINATION.** Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.
- 2.29.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to CONTRACTOR by COMMISSION.
- 2.29.2 Any monies owed to COMMISSION by CONTRACTOR may be offset against any compensation due to CONTRACTOR for final payment from COMMISSION, as covered under this Agreement.
- 2.29.3 CONTRACTOR shall return to COMMISSION any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. COMMISSION retains the right to waive this requirement.
- 2.30 PARTIAL PERFORMANCE.** In the event, less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by Commission Representative.
- In the event CONTRACTOR anticipates a disruption in services related to this Agreement, COMMISSION is to be notified immediately of the nature, anticipated impact, and duration of such disruption.
- 2.31 FAIR HEARING.** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- 2.32 MONITORING AND EVALUATION.** COMMISSION shall monitor and evaluate CONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.
- 2.33 CHILD ABUSE REPORTING.** CONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.
- 2.33.1 CONTRACTOR shall establish procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse or neglect, even when such persons are not otherwise required by section 11166, subdivision (a), of the Penal Code or section 15630 of the Welfare and Institutions Code, to report such abuse or neglect.
- 2.34 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** CONTRACTOR shall actively participate with all other Commission funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other COMMISSION funded programs.
- 2.35 SECURITY DEPOSITS.** If CONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, CONTRACTOR shall return to COMMISSION any balance thereof within 45 days of the termination of the lease. However, if CONTRACTOR'S funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to COMMISSION within 45 days of the close of the CONTRACTOR'S funding period.

SECTION 3 - SERVICE PROVISIONS

- 3.1 PROGRAM DESCRIPTION.** See Exhibit B.
- 3.2 PROGRAM GOAL.** See Exhibit B.
- 3.3 ACTIVITIES AND SERVICES, WITH OUTCOMES AND MEASUREMENT INSTRUMENTS**
See Exhibit B.

SECTION 4 - FISCAL PROVISIONS

- 4.1 PAYMENT METHOD.** CONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

COMMISSION shall reimburse CONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by COMMISSION in greater than 30 days, but less than 60 days after the date of COMMISSION's receipt of CONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

- 4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from COMMISSION will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code Section 30131.4.
- 4.3 INVOICES.** By the thirtieth (30th) calendar day following the close of each payment period as outlined in paragraphs 2.20 and 4.1 of this Agreement, CONTRACTOR shall submit to COMMISSION a complete and signed invoice. CONTRACTOR may have up to forty-five (45) days to submit the final invoice for expenditures through the end of the contract term. Invoice shall be prepared in a format approved by COMMISSION. Such an invoice shall include an itemized listing, as detailed in Exhibit C, of actual services rendered. The invoice shall be submitted to: Ventura County Children and Families First Commission, 2580 East Main Street, Suite 203, Ventura, California 93003.

COMMISSION shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to CONTRACTOR based upon claims submitted, provided that CONTRACTOR is not in default under any provision of this Agreement. COMMISSION shall not pay for unauthorized services rendered neither by CONTRACTOR nor for claimed services which COMMISSION's monitoring staff shows have not been provided as required by this Agreement.

- 4.3.1** Final year-end invoices received more than 60 days after the close date of the close of the contract shall have a five (5) percent penalty imposed on the final invoiced amount. CONTRACTOR may submit a written appeal of the penalty to the COMMISSION if there were extenuating circumstances that prohibited the timely submission of the invoice, but the COMMISSION retains the exclusive right to decide whether it will waive the penalty or not.

- 4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by COMMISSION without prior notification to COMMISSION of the need and justification for such an invoice and authorization by COMMISSION to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

- 4.5.1 Line Item. CONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by CONTRACTOR to deliver the basic categorical resources stated herein.
- 4.5.2 Budget Changes. CONTRACTOR may transfer funds between the line items set forth in Exhibit C if such transfers represent less than a 10 percent increase to that item. Changes greater than 10 percent must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. CONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior COMMISSION approval before payment to CONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, CONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for all employees:

- 4.8.1 All employees shall receive basic statutory coverage of FICA, Workers' Compensation, Unemployment Insurance Benefits and Disability Insurance Benefits; and
- 4.8.2 All wages and benefits, shall be no less than the minimum, required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. CONTRACTOR agrees to indemnify COMMISSION for state audit exceptions and state audit exceptions resulting from contract non-compliance on the part of CONTRACTOR, and for claims made against COMMISSION arising from CONTRACTOR performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, COMMISSION may elect not to make a particular payment on this Agreement if:

- 4.10.1 Misrepresentation. With or without actual knowledge, CONTRACTOR made any misrepresentation of a material fact with respect to any information furnished by CONTRACTOR, directly or indirectly, to COMMISSION.
- 4.10.2 Litigation. There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.
- 4.10.3 Unauthorized Actions by CONTRACTOR. CONTRACTOR shall have taken any action pertaining to this Agreement, which required prior COMMISSION approval, without having first received said approval.
- 4.10.4 Default. CONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.
- 4.10.5 Fiscal and Non-Fiscal Reporting. CONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

- 4.11 REIMBURSEMENT.** CONTRACTOR shall not claim reimbursement from COMMISSION, or apply sums received from COMMISSION, with respect to that portion of its obligations, which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) COMMISSION funds under any COMMISSION program, without prior written approval of COMMISSION.
- 4.12 PURCHASE OF FIXED ASSETS.** CONTRACTOR shall not purchase any fixed asset in excess of \$5,000 under the terms of this Agreement, unless written permission is obtained from the COMMISSION.
- 4.13 MATCHING FUNDS.** CONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C of payments made to CONTRACTOR by COMMISSION. "Matching funds" are defined as the resources (cash or in-kind) provided by CONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the Contractor's records. Actual amounts shall be reported on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the Commission reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 - MISCELLANEOUS

- 5.1 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by COMMISSION and CONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

IN WITNESS THEREOF, COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

CONTRACTOR APPROVAL

(Signature)

Anthony W. Knight, Superintendent
(Typed Name/Title)

(Date)

COMMISSION APPROVAL

(Signature)

Claudia Harrison, Executive Director
(Typed Name/Title)

(Date)

OAK PARK UNIFIED SCHOOL DISTRICT
OAK PARK NEIGHBORHOOD FOR LEARNING
July 1, 2012 to June 30, 2013

REPORTING TIMELINES

Narrative Progress Reports (Contract Section 2.20 - Contract Compliance And Quality Control)
Reports shall detail work performed in Section 3: Service Provisions, Exhibit B.

Period	Report type	Due date
July 1, 2012 – September 30, 2012	Quarter 1	October 30, 2012
October 1, 2012 – December 31, 2012	Quarter 2	January 30, 2013
January 1, 2013 – March 31, 2013	Quarter 3	April 30, 2013
April 1, 2013 – June 30, 2013	Quarter 4 & cumulative final	July 30, 2013

INVOICING TIMELINES

Fiscal Provisions (Contract Section 4.1, 4.3 – Payment Method, Invoices)
Financial reports shall adhere to Section 4: Budget, Exhibit C.

Period	Invoice type	Due by
July 1, 2012 – September 30, 2012	Quarter 1	October 30, 2012
October 1, 2012 – December 31, 2012	Quarter 2	January 30, 2013
January 1, 2013 – March 31, 2013	Quarter 3	April 30, 2013
April 1, 2013 – June 30, 2013	Quarter 4 & cumulative final	July 30, 2013

Submit to:
First 5 Ventura County
2580 East Main Street, Suite 203
Ventura, California 93003

July 1, 2012 - June 30, 2013

3.2 Program Outcome(s): Children participate in quality preschool; Parents are engaging children in early learning and are reading to their children often from an early age; Parents are linked with the services they need and other resources they are eligible for;

Program Component Description									
<p>(3.3.1.) Provide preschool services for two preschool classes serving children 2.9 years to 5. Program will operate 4 hours per day, 5 days a week offering full-week or part-week options from September through June. Enhanced services for children with special needs will be provided through the school district and modeled on the Children's Center Handicapped Integration Model Educational (CHIME) Project. CHIME emphasizes caring, nurturing, intellectually challenging, community centered environments; collaboration between families and educational teams; individualized education appropriate to each child and family's unique strengths and needs; an appreciation of diversity including culture, background, ability, preferences, and learning style; an inclusive learning community, with some children in each class receiving special education services alongside their gifted and typically developing peers. A credentialed early childhood special education teacher will float between the classrooms and each class will have an inclusion assistant as well as access to therapists (speech & language, occupational, etc.). Maintain and promote scholarship program using the criteria established for the Federal Free and/or Reduced Lunch Program or CalWORKS. Families who qualify under those criteria are eligible for a reduction in tuition based on a sliding scale. Actively recruit families in need. Publish this information as part of the application and recruitment process. The NFL will subsidize the equivalent of \$1,000 in scholarships (approximately 4 participants); either part-time or full time. (3.3.2.) A five-week summer session will be offered for children entering kindergarten as well as for younger children.</p>									
				Participants		Quantitative Performance Measure		Qualitative Performance Measure	
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure
3.3.1	Early education program for children	Class	2 classrooms, 20 spaces per class	175 contacts	Children 2.9 - 5	Yes	40 participants	7,000	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2010
3.3.2	Other: Early education program for children and Kindergarten Transition	Class	1 five-week session, 20 spaces	19 contacts	Children 2.9 - 5	Yes	20 participants	380	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged Mini DRDP (PDEF4);

Program Component Description

Provide parent education classes (3.3.3) four times during the school year (August, November, February, and May) to preschool families and the community at large on topics such as discipline, Reggio Emilio curriculum and other curricula, brain development, preparing for Kindergarten. During first class in August, conduct a survey of parents to determine topics of interest for parent education classes. Collaborate with the Oak Park Library to promote their toddler and preschool story times. (3.3.4). Collaborate with Conejo Valley Adult School to provide newborn support classes. Oak Park NFL will help promote and advertise the classes.

Participants					Quantitative Performance Measure		Qualitative Performance Measure			
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Outcome Performance Measure			
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts/ (interactions/ service units x participants)		
3.3.3	Parenting Education	Class	4 classes	4 Contacts	Parents/ guardians of children 0-5	Yes	15 Participants	60	# and % demonstrating knowledge, skills, behavior around parenting/child development	Parent Education: (PDEF7)
3.3.4	Early education program for children and parents together	Class	2 6-week sessions	6 Contacts	Parents/ guardians of children 0-5; Children 0-5	Yes	5 Participants	30	# and % of participants reporting positive parent-child interaction	PACT & Family Literacy (PDEF6)

Program Component Description

Update and implement a plan for providing meaningful access to resources and referrals for families. Strategies could include but are not limited to: group presentation on behavior health issues and resources; incorporating information about resources in parenting education classes; listing of web-based resources on identified topics, etc.

Participants					Quantitative Performance Measure		Qualitative Performance Measure			
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Outcome Performance Measure			
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
3.3.5	Community R & R to health and social services.	In-person consultation, phone- consultation	N/A	3 Contacts	Parents/ guardians of children 0-5	No	5 Participants	15	None	None

Operational Provisions

- 3.3.6 The Oak Park NfL will establish and maintain a governance board, which will be the decision-making body for the NfL. The NfL governance board will establish bylaws that have been approved by the First 5 Commission before taking effect.
 - 3.3.6.1. Representation consists of collaborative membership that includes parents, educators, business and civic leaders, and other community members who share our mission. The Steering Committee meets quarterly or more often if needed and consists of 7 members: 1 Contract Agency Representative; 1 School Board Member; 1 Business Representative; 1 Neighborhood Representative (community-at-large); 1 Parent Advisory Board Member; 1 Special Needs Representative; and the OPNS preschool director. The Steering Committee provides input on programs and services and assists in activities to make the program self-sustaining.
- 3.3.7 The Parent Advisory Board, which meets monthly, is comprised of parents of children attending OPNS. Its role is to assist the Steering Committee by providing input on programs and services and assist in activities to make the program self-sustaining.
- 3.3.8 Continue the NAEYC accreditation process
- 3.3.9 Market workshops/trainings offered by the Conejo Valley Adult School Parenting Program, the Oak Park Library and the OPUSD to families and encourage parents in Oak Park to attend. Information will be published in school newsletters to attract parents beyond the preschool.
- 3.3.10 Host a community event, OPNS Winter Carnival, targeting a total of 400 participants
- 3.3.11 Contractor agrees to participate in additional First 5 Ventura County evaluation studies, including but not limited to: Environment Rating Scale observations, teacher/staff survey, program director survey, and parent satisfaction survey

Oak Park Unified School District
Oak Park Neighborhood for Learning
July 1, 2012 to June 30, 2013

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES	60,396.00	210,687.00	106,581.00	377,664.00
II. OPERATING EXPENSES	4,200.00	13,313.00	500.00	18,013.00
III. Minor Equipment (under \$5,000)	500.00	3,000.00		3,500.00
IV. OTHER EXPENSES				
Subcontractor(s):				
Other:				
V. INDIRECT			23,831.00	23,831.00
TOTAL BUDGET	65,096.00	227,000.00	130,912.00	423,008.00

** Minimum Match Percent is 10%.*

PAYMENT METHOD

CONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement.

CONTRACTOR shall be paid in arrears, upon receipt of a quarterly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal, budget, or this Agreement estimated a different amount.

1. Reimbursement for the period July 1, 2012 through June 30, 2013 for the **FIRST 5 OAK PARK NEIGHBORHOOD FOR LEARNING** shall not exceed the amount enumerated in Section 1.3 herein, based on the terms of the Agreement.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MAY 15, 2012
SUBJECT: C.2.k APPROVE AUTHORIZATION TO PURCHASE APPLE COMPUTER PRODUCTS, SERVICES AND RELATED PRODUCTS, AS PERMITTED BY PUBLIC CONTRACT CODE SECTION 20118

CONSENT

ISSUE: Shall the Board authorize the purchase of Apple Computer products, services and related products under the cooperative purchase provision of Glendale Unified School District Bid No. P13-08/09, pursuant to the provisions of Public Contract Code (PCC) Section 20118?

BACKGROUND: On February 21, 2012, the Board approved modifications to the District's Measure C6 multiyear implementation plan. The plan provides for the purchase of technology equipment, including Apple computers and associated hardware. In order to receive the most favorable pricing, and to conform to the bidding requirements of PCC 20111-20118, staff is recommending that the Board authorize the purchase of Apple computers and related components and services through the cooperative purchase provision of Glendale Unified School District Bid No. P13-08/09. The Glendale bid contains a provision commonly referred to as a "piggyback" clause, authorized by PCC Section 20118, which allows districts to utilize the bids of other public agencies, thereby saving time, effort and money.

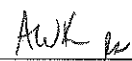
ALTERNATIVES:

1. Approve the purchase of Apple Computer products, services and related products utilizing Glendale Unified School District Bid No. P13-08/09.
2. Do not approve the purchase of Apple Computer products.

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted,



Anthony W. Knight, Ed.D.
Superintendent

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

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

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MAY 15, 2012

SUBJECT: C.4.a. APPROVE RESOLUTION #12-11 – ORDERING A REGULAR GOVERNING BOARD MEMBER ELECTION, ORDERING CONSOLIDATION WITH OTHER ELECTIONS, AND CONSTITUTING “SPECIFICATION OF THE ELECTION ORDER” TO BE HELD ON NOVEMBER 6, 2012

ACTION

ISSUE: Shall the Board of Education approve Resolution #12-11 Ordering a Regular Governing Board Member Election, Ordering Consolidation with other Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2012?

STATEMENT: Pursuant to Education Code 1302(b) and 5340, a consolidated election is required to be held for the governing board members whose terms expire on the first Friday in December. Those board members whose terms expire are: Jan Iceland and Barbara Laifman. In addition there will be one short term vacancy, currently held by appointment of Sepideh Yeoh.

Attached is a copy of a resolution consolidating the Governing Board Member Elections to be held on Tuesday, November 6, 2012, which needs to be adopted and sent to the Ventura County Office of Education by June 8, 2012. Also, attached is a copy of the resolution of the County Superintendent of Schools which consolidates this governing board member election with all the other election that are held in the county on November 6, 2012.

- ALTERNATIVES:**
1. Approve Resolution #12-11 Ordering a Regular Governing Board Member Election, Ordering Consolidation with other Elections, and Constituting “Specification of the Election Other” to be held on November 6, 2012.
 2. Do not approve Resolution #12-11 Ordering a Regular Governing Board Member Election, Ordering Consolidation with other Elections, and Constituting “Specification of the Election Other” to be held on November 6, 2012

RECOMMENDATION: Alternative #1

Respectfully submitted:

Anthony W. Knight, Ed.D.
Superintendent

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

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

RESOLUTION #12-11
**Resolution of the Oak Park Unified School District
Ordering a Regular Governing Board Member Election,
Ordering Consolidation with Other Elections, and
Constituting "Specification of the Election Order"
to be held on November 6, 2012**

WHEREAS, the Oak Park Unified School District has complied with the requirements of Election Code Section 1302(b); and

WHEREAS, the Oak Park Unified School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

WHEREAS, pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 6, 2012; and

WHEREAS, pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

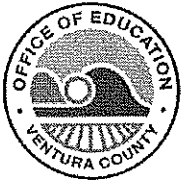
WHEREAS, pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

WHEREAS, pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

WHEREAS, pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED as follows:

1. The election shall be held on November 6, 2012.
2. The purpose of the election is to elect **two regular term vacancies** and **one short term vacancy** to the Governing Board of said School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.



**Resolution of the Ventura County Superintendent of Schools
Consolidating the Community College, County Board of Education
and Specified School District Board Member Elections
to be Held on Tuesday, November 6, 2012
in Ventura County, California**

WHEREAS, Election Code Section 1302(b) requires a Board Member election be held on November 6, 2012, in the Community College, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the first Friday in December next succeeding the election; and

WHEREAS, Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an "Order of Election"; and

WHEREAS, Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

WHEREAS, Education Code Section 5340 specifies that when the Community College, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and


WHEREAS, pursuant to Education Code Section 5340, such consolidation of the Community College, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

WHEREAS, the County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held;

NOW THEREFORE, pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the following Community College, County Board of Education and School Districts in Ventura County on November 6, 2012: **Briggs Elementary, Conejo Valley Unified, Fillmore Unified, Hueneme Elementary, Mesa Union Elementary, Moorpark Unified, Mupu Elementary, Oak Park Unified, Ojai Unified, Oxnard Elementary, Oxnard Union High, Pleasant Valley Elementary, Rio Elementary, Santa Clara Elementary, Santa Paula Elementary, Santa Paula Union High, Simi Valley Unified, Somis Union Elementary, Ventura County Board of Education and Ventura County Community College District.**

FURTHERMORE, pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the above Community College, County Board of Education and School District elections be consolidated with any other election which may be held on the same date and involving the same territory.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of May, 2012.


STANLEY C. MANTOOTH
Ventura County Superintendent of Schools

TO: BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: MAY 15, 2012
SUBJECT: C.4.b. APPROVE 2012-2013 SCHOOL HANDBOOKS/DISCIPLINE PLANS

ACTION

ISSUE: Shall the Board of Education review and approve the Handbooks/
Discipline Plans?

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

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

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

RECOMMENDATION: Alternative # 1.

Respectfully Submitted:

Anthony W. Knight, Ed.D.
Superintendent

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

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

TO: MEMBERS, BOARD OF EDUCATION

FROM: ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MAY 15, 2012

SUBJECT: C.4.c. PUBLIC HEARING AND RECEIVE THE OPCA PROPOSAL FOR 2012-2013 NEGOTIATIONS AND APPROVE THE DISTRICT'S INITIAL RESPONSE FOR COLLECTIVE BARGAINING NEGOTIATIONS WITH THE OAK PARK CLASSIFIED ASSOCIATION

PUBLIC HEARING/ACTION

ISSUE: Should the Board receive the Oak Park Classified Association's (OPTA) initial proposal for collective bargaining for 2012-2013 and adopt the Oak Park Unified School District's initial response to the proposal and authorize the Superintendent to initiate negotiations on behalf of the Board?

BACKGROUND: The current Contract of Agreement between the Oak Park Unified School District and the Oak Park Classified Association expires on June 30, 2013. Each side is required to sunshine the articles that it proposes to open for discussion. Pursuant to California Government Code 3547, the Board of Education must formally receive the OPCA proposal, conduct a public hearing to receive input from the community on the proposal, and adopt the District's initial response to the teacher's proposal prior to the initiation of negotiations.

RATIONALE: A copy of the OPCA proposal and the Oak Park Unified School District's initial response to the 2012-2013 proposal for collective bargaining negotiations is attached. Following the public hearing, the Board will be asked to adopt, or revise, and approve the District's initial response to the OPCA proposal, and authorize the Superintendent to initiate negotiations on behalf of the Board.

ALTERNATIVES:

1. Receive OPCA's proposal and adopt the District's initial response, authorizing the Superintendent to initiate negotiations with OPCA.
2. Receive OPCA's proposal and revise and adopt the District's initial response, authorizing the Superintendent to initiate negotiations with OPCA.
3. Do not adopt the District's initial response.

RECOMMENDATION: Approve Alternative #1.

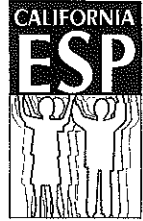
Respectfully submitted

Anthony W. Knight
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:				
VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Pallant	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Yeoh	_____	_____	_____	_____
Student Member	_____	_____	_____	_____

Oak Park Classified Association

President Virginia Standring



Oak Park Classified Association for Sunshine Proposal for Successor Agreement to the Current Contract that will expire on June 30, 2013.

1. Article 15 – Order of Layoff/Reemployment
 - a. Clarify and define the order of layoff/reemployment process for classified employees.

OAK PARK UNIFIED SCHOOL DISTRICT
OFFICE OF HUMAN RESOURCES

To: Oak Park Classified Association and the Oak Park Unified Board of Education

From: Dr. Leslie Heilbron, Assistant Superintendent

Subject: OPUSD Proposal for 2012-2013 Negotiations

Date: April 18, 2012

The District proposes to discuss the following articles during the 2012-2013 negotiations with the Oak Park Classified Association.

Article 11 - Salaries, Pay and Allowances - The District proposes to discuss the issue of salaries based on a total compensation package that reflects the current state and district financial conditions.

Article 12 - Health and Welfare Benefits - The District proposes to discuss the current health benefits package as it relates to the recommendations from the Health Benefits Committee.

Article 18 - Hours of Employment and Overtime - As a result of the State's financial situation, the District proposes to discuss this article as it relates to work year and working hours.

Cc:
Virginia Standring, OPCA President
Regina Pahn, OPCA Vice President
Toni Paulson, OPCA Secretary
Dr. Anthony Knight, Superintendent