

OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #805

DATE: May 19, 2009

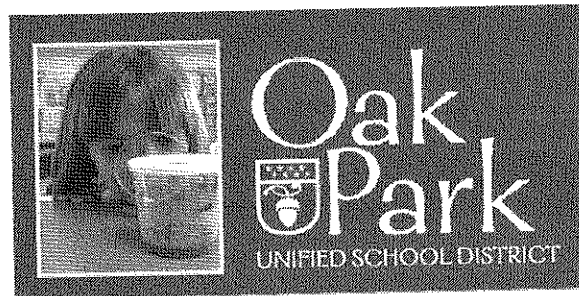
PLACE: **Oak Park High School Presentation Room – G-9**  
899 N. Kanan Road, Oak Park, CA 91377

TIME: 5:00 p.m. Closed Session  
6:00 p.m. Open Session

*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**

Jan Iceland, President  
Mary Rees, Vice President  
Barbara Laifman, Clerk  
Marie Panec, Member  
Cindy Vinson, Member  
Ben Pyle, Student Board Representative



EDUCATING TOMORROW'S LEADERS

**ADMINISTRATION**

Dr. Anthony W. Knight, Superintendent  
Linda Sheridan, Executive Assistant  
Martin Klauss, Assistant Superintendent, Business & Administrative Services  
Cliff Moore, Assistant Superintendent, Human Resources  
Laurel Ford, Director, Teaching and Learning  
Jane Mintz, Director, Educational Technology  
Cathy Skiba, Director, Pupil Services

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

INDIVIDUALS WHO REQUIRE SPECIAL ACCOMODATION 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@opusd.k12.ca.us

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, June 9, 2009**

**Closed Session 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](http://www.oakparkusd.org)

# **OAK PARK UNIFIED SCHOOL DISTRICT**

## **AGENDA – REGULAR BOARD MEETING #805**

**May 19, 2009**

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

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

**RECONVENE OPEN SESSION: 6:00 p.m. (approximate)**

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: Guest Teacher, Pre-School Special Education Teacher, Instructional Assistant I, Campus Supervisor**

**C. CONFERENCE WITH LABOR NEGOTIATORS:**

Agency designated representatives: Cliff Moore 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. Brookside Elementary School Pennies for Peace Students
2. Recognition of Oak Park High School Mock Trial Coaches
3. Acknowledgements/Announcements from Board Members
4. Remarks from Student Board Representative
5. Remarks from Superintendent
6. Remarks from School Site Council Representatives
7. Remarks 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)**

**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.*

*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 Regular Board Meeting of April 21, 2008**
- b. **Public Employee/Employment Changes 01CL2011-01CL2015 & 01CE04231-01CE04315** 1
- c. **Approve Purchase Orders – April 1-30, 2009** 4  
*Board Policy 3300 requires Board approval of Purchase Orders*
- d. **Approve Designation of the 2009-2010 District/School Representatives to California Interscholastic Federation (CIF) Leagues** 7  
*CIF By-Laws requires Board approval of District/School Representatives to CIF Leagues*
- e. **Approve 2009-2010 Contracts with Ventura County Office of Education for Financial, Payroll, and Personnel Data Systems** 9  
*Board Policy 3312 requires Board approval for contracts for service*
- f. **Approve Second Period (P-2) Attendance Report** 11  
*Board Policy required Board approval for enrollment and attendance reports*
- g. **Approve Contract Renewal for Crossing Guard Services** 15  
*Board Policy 3312 requires Board approval for contracts for service*

**ACTION**

**2. CURRICULUM**

- a. **Approve New Courses for Oak Park High School** 17  
*Board approval required to purchase High School textbooks and literature selections.*

**3. BUSINESS SERVICES**

- a. **Approve Agreement for Measure R Bond Program/Construction Management Services** 19  
*Board Policy 3312 requires Board approval for contracts for service*
- b. **Approve Award of Request for Proposal for Test and Inspection Service** 71  
*Board Policy 3312 requires Board approval for contracts for service*
- c. **Approve Measure C6 Five-Year Phase Plan** 73  
*Board approval required for Measure C6 purchases*
- d. **Approve 2008-2009 Classified Holiday Calendar** 75  
*Board Policy 6111 requires Board approval of School Year Calendar upon recommendation from Superintendent after development with Oak Park Classified Association*

**4. BOARD POLICIES**

- a. **Approve Adoption of Board Bylaw 9012 – Board Member Electronic Communications – Second Reading** 77  
*New Bylaw added to provide guidelines for Board use of electronic communications and to clarify circumstances under which the use of email by the Board could result in a prohibited serial meeting and violate the Brown Act, as defined in new law (SB 1732). Bylaw contains sample language listing permissible electronic communications, protocol for responding to emails received by community members and the press, confidential communications, and disclosure of messages under the Public Records Act.*

- b. **Approve Annual Review of Board Policy 5117 – Interdistrict Attendance – First Reading** 81  
*Annual review of Interdistrict Attendance policy.*
- c. **Approve Amendment of Board Policy 3280 – Sale or Lease of District-Owned Real Property – First Reading** 85  
*Policy being retitled and revised to include new language re: publication of the resolution and notice of the hearing for the proposed sale or lease of unused district real property.*
- d. **Approve Amendment of Board Policy 3320 – Claims and Actions Against the District – First Reading** 89  
*Policy being updated to more accurately describe authorization for district to adopt a procedure to govern the processing of claims not covered by the Government Claims Act (formerly the Tort Claims Act).*
- e. **Approve Amendment of Board Policy 4111.2/4211.2/4311.2 – Legal Status Requirement – First Reading** 93  
*Policy being revised to reflect new Federal regulations which prohibit employers from accepting expired documents to verify employment authorization on Form I-9. Beginning April 3, 2009, all employers must use the revised I-9 Form developed by the U.S. Citizenship and Immigration Services.*
- f. **Approve Amendment of Board Policy 4113 – Assignment – First Reading** 95  
*Policy being updated to add language on assignment of teachers to courses/classes based on credential authorization and to elective courses when no credential authorization exists and describes local teaching assignment options.*
- g. **Approve Amendment of Board Policy 5145.7 – Sexual Harassment – First Reading** 99  
*Mandated policy being revised to reflect new court decision which details the standards for determining district liability for sexual harassment under state law. Materials formerly including in policy re: timelines for complaint investigation moved to regulation.*
- h. **Adopt Board Policy 6142.2 – World/Foreign Language Instruction – First Reading** 105  
*New policy reflects new state content standards for world languages adopted by the State Board of Education in January 2009. Policy also includes legal requirements for the provision of foreign language instruction beginning no later than grade 7 and material on instructional resources, professional development and program evaluation.*

## **VII. INFORMATION ITEMS**

- 1. Monthly Budget Update 109

## **VIII. OPEN DISCUSSION**

## **IX. ADJOURNMENT:**

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

## **SCHOOL REPORTS/SCHOOL SITE COUNCIL REPORTS**

- 1. Brookside Elementary School Report 111
- 2. Oak Hills Elementary School Report 112
- 3. Red Oak Elementary School Report 113
- 4. Medea Creek Middle School Report 114
- 5. Oak Park High School Report 115
- 6. Oak View High School/Oak Park Independent School 117
- 7. Oak Park Neighborhood School

**MINUTES OF REGULAR BOARD MEETING  
BOARD OF EDUCATION**

**4-21-09**

**#803**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Jan Iceland, 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**

Ms. Jan Iceland, President, Ms. Mary Rees, Vice President, Ms. Barbara Laifman, Clerk, Ms. Marie Panec, Member, and Ms. Cindy Vinson, 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, Jan Iceland, reconvened the regular meeting to order at 6:05 p.m. in the Oak Park High School, Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

Ms. Jan Iceland, President, Ms. Mary Rees, Vice President, Ms. Barbara Laifman, Clerk, Ms. Marie Panec, Member, Ms. Cindy Vinson, Member, and Ben Pyle, Student Board Representative.

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Martin Klauss, Assistant Superintendent, Business Services, Mr. Cliff Moore, Assistant Superintendent, Human Resources, Ms. Laurel Ford, Director, Teaching and Learning, Ms. Jane Mintz, Director, Educational Technology, Ms. Cathy Skiba, Director, Pupil Services, and Ms. Linda Sheridan, Executive Assistant.

**FLAG SALUTE**

Debby West led the Pledge of Allegiance to the Flag.

**REPORT ON CLOSED SESSION**

During Closed Session held this evening the Board took no action.

**ADOPTION OF AGENDA**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education adopted the agenda except to postpone items C.3.d, C.4 a and b and move item A4 to beginning with item A3 to follow. Motion carried 5-0.

**PUBLIC COMMENTS**

None

**STUDENT PRESENTATION**

Conejo/Las Virgenes Future Foundation Youth Congress Report – Calvin Fong, Francesca Corley and Alexandra Corley, Oak Park High School students, gave the Board a report on this year's Conejo/Las Virgenes Future Foundation Youth Congress held on April 4 at Westlake High School. This year's topic

was the Environment. The group organized speakers and sponsors for the event. Over 100 students and adults attended the event.

Edison Challenge – The Board presented Certificates of Recognition to Medea Creek Middle School and Oak Park High School students who participated in the Edison Challenge. The Edison Challenge comprised of creating a lesson to be taught to elementary students, a community service project and a research project on the topic selected by the three middle school and three high school groups. The topics were Global Climate Change, Solar Energy, Energy Conservation, Air Pollution and Recycling.

## **REPORT FROM BOARD MEMBERS**

Board Member Marie Panec reported she attended the Curriculum Council meeting and Facilities Planning Committee meeting. She attended the play at the high school which was wonderful. Ms. Panec also attended the Math/Science Olympiad at Red Oak Elementary School and participated on an Education Panel. Board Member Mary Rees commented with the financial issues and the tough decisions we have been making we must continue to be vigilant in reducing spending. If the propositions don't pass in May the state budget is back to the drawing board and there may be more drastic cuts coming our way. Ms. Rees stated she is proud of the community that puts such value on education and also feels so comfortable using the schools as a resource for gathering together such as the upcoming clean up day and the high school play using preschool, elementary and middle school students in the Wizard of Oz production. She also commended the Technology Committee under the leadership of Jane Mintz in their vigilance and broad reaching approach in utilizing the funds to get the maximum value for the money for the C6 funds. Ms. Rees reminded everyone about the Clean Up day on Saturday and the important Slam N' Jam fundraiser on Sunday as well as the Silent Auction sponsored by Friends of Oak Park Schools. Board Member Cindy Vinson also attended the Math/Science Olympiad at Red Oak Elementary School. She was very impressed that there were so many talented students that two casts were used for the Spring musical at the high school. The Safe Kids Task Force are exploring a Teen Cert Team and also looking to get teachers involved somehow through a summer, evening or passport program. Ms. Vinson also visited the Reading/Writing Program at Oak Hills Elementary School where she observed a 4<sup>th</sup> grade class descriptive poetry lesson. Board Member Barbara Laifman reported she accompanied members of the EEAC and Dr. Knight on a visit to the Manhattan Beach school district to see their environmental/recycling programs. They saw their edible garden, sustainable garden, met with the science specialist (they have a specialist at each school) and observed their no waste lunch program. The EEAC is continuing to roll out their recycling program through the schools and looking into composting. Ms. Laifman attended the Kindergarten "Three Penny Opera" at Red Oak Elementary School and the Edison Challenge. She thanked Debby West for all her hard work with this program and Friends of Oak Park Schools for funding Ms. West's position. Ms. Laifman attended the ELL Meeting and the Math/Science Olympiad at Red Oak. Her son participated in the "Wizard of Oz" play at the high school and was amazed at the number of hours Alan Hunt put in and yet how he always had a smile for all the students. Ms. Laifman attended the lunch the Wellness Committee had for Laurel Goins at the Natural Café and reminded everyone that they are sponsoring "King Corn" this week on Thursday in G9. Board Member Jan Iceland reminded everyone that Friends of Oak Park Schools is having their Slam 'N Jam fundraiser this Sunday and their Silent Auction is now on their website. She attended the Finance Committee meeting and brought bagels to Medea Creek and Oak Park High to celebrate their Distinguished School designation. She attended the Youth Congress and the CTA dinner honoring Barry Myerson as an outstanding citizen and Russ Peters, OPHS teacher. Ms. Iceland offered congratulations to Jon Duim and Joann Fritzen for writing and receiving a grant from "We the People" for their library. She also congratulated the District and Kim Mogavero who wrote the grant for a Magna Award for Best Practices for 21<sup>st</sup> Century data bases.

### **REPORT FROM STUDENT BOARD REPRESENTATIVE**

Ben Pyle reported Oak Park High School held their annual Arts Assembly and had a successful spring musical "Wizard of Oz". Spring sports are all underway. ASB elections are being held this week and next. The final Life Skills Retreat is this week and the school is having Earth Week activities all week. Comedy Sportz is this Friday.

### **REPORT FROM SUPERINTENDENT**

Dr. Knight reported we just received word we can now apply to the State to receive the Federal funding. We still do not know how much it will be, but we are getting closer. He reported he started Earth Week off on Monday by attending an assembly at Medea Creek Middle School and tomorrow was Walk to School day. Saturday is Clean-Up Day sponsored by MAC and he is assigned to the District Office. Dr. Knight also reminded everyone of the Friends of Oak Park Schools fundraisers Slam 'N Jam on Sunday and the on-going Silent Auction on the Friends website.

### **SCHOOL SITE COUNCIL REPORTS**

Red Oak Elementary School – Jon Dum reported the School Site Council talked about Discovery Kindergarten Program, recycling, garden, handbook and traffic.

Brookside Elementary School – Cindy Stephens reported the School Site Council talked about handbook, math intervention aides, locking gates in the evenings and weekends, writers blog on their website, Earth Week activities, Brown Bag Lunch activities, Discovery Kindergarten Program.

Medea Creek Middle School – Lori Byers reported the School Site Council received reports from student reps. Mr. Benioff reported on budgetary issues, 21<sup>st</sup> Century teachers, and minimum days for STAR testing in May.

Oak Park High School – Rick Wagner reported the School Site Council discussed attending the Distinguished School Event in May in Anaheim, traffic/parking issues, plans for graduation including funding issues.

Oak Park Independent School – Lou Tabone reported Oak Park Independent had their first STAR scholar and discussed Earth Week activities.

Facilities Planning Committee – Peter Kristensen reported the Committee meets the first Wednesday of the month and has created a list of potential summer projects. He wanted to acknowledge the hard work of Julie Suarez and Oscar Jimenez who installed the seismic gas valves over the spring break. Paint color schemes were sent out to the School Site Councils for input. Barnhardt is proceeding under a letter of intent and they are almost ready to go out for bids for roofing for Red Oak and Oak Hills. The sub-committee reviewed the architects and have selected two to recommend to the Board to meet the needs of the District projects. We have engaged a Civil Engineer to look at the parking lot at Oak Park High School and there could be some DSA issues with changing the footprint of the parking lot and trying to get it completed this summer.

### **C.1. CONSENT AGENDA**

On motion of Cindy Vinson, seconded by Mary Rees, the Board of Education approved the Consent Agenda. Motion carried 5-0.

- a. Approve Regular Board Meeting of March 17, 2009 Minutes
- b. Public Employee/Employment Changes 01CL1996-01CL2010 & 01CE04217-01CE04230
- c. Approve Purchase Orders – March 1 – March 31, 2009
- d. Ratify Overnight Trip for Oak Park High School Dance Team-March 26-29, 2009



- e. Approve Overnight Trip for Oak Park High School Junior Statesmen of America – April 24-26, 2009
- f. Approve Quarterly Report on Williams Uniform Complaints – April 2009
- g. Approve Expulsion of Student in Disciplinary Case #04-08/09
- h. Approve Overnight Trip for Oak Park High School Boys Basketball Team – July 10-12, 2009
- i. Approve Overnight Trip for Oak Park High School Life Skills Retreat – April 22-25, 2009
- j. Approve Overnight Trip for Oak Park High School Boys Basketball Team – July 25-26, 2009
- k. Approve Donations

## **ACTION**

### **2. CURRICULUM**

#### **a. Approve Additional New Novels for Oak Park High School**

On motion of Cindy Vinson, seconded by Mary Rees, the Board of Education approved additional new novels for Oak Park High School. Motion carried 5-0.

#### **b. Approve Revised 2009-2010 District Instructional Calendar for 2009-10 School Year**

On motion of Marie Panec, seconded by Mary Rees, the Board of Education approved the revised District Instructional Calendar for 2009-2010 School Year. Motion carried 5-0.

#### **c. Approve 2009-2010 School Handbooks/Discipline Plans**

On motion of Cindy Vinson, seconded by Marie Panec, the Board of Education approved the 2009-2010 School Handbooks/Discipline Plans with the suggested changes. Motion carried 5-0.

### **3. BUSINESS SERVICES**

#### **a. Approve Agreement for Bond Program Management/Construction Management Services**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved moving this item to the May Special Meeting. Motion carried 5-0.

#### **b. Approve Award of Bid for Resurfacing Oak Park High School Tennis Courts**

On motion of Marie Panec, seconded by Mary Rees, the Board of Education approved the Award of Bid for Resurfacing Oak Park High School Tennis Courts to T.D. Sports Inc. in the amount of \$46,600. Motion carried 5-0.

#### **c. Approve Award for Request for Proposal for Architectural Services for Measure R Projects**

On motion of Marie Panec, seconded by Cindy Vinson, the Board of Education approved the Award for Proposal for Architectural Services for Measure R Projects from RNT Associations and KPI. Motion carried 5-0.

#### **e. Approve Process for Appointment of Measure C Oversight Committee**

On motion of Marie Panec, seconded by Mary Rees, this item was tabled until Measure D4 Committee could give their input. Motion carried 5-0.

#### **f. Approve Process for Appointment of Measure C6 Oversight Committee**

On motion of Marie Panec, seconded by Mary Rees, the Board of Education approved the process for the appointment of the Measure C6 Oversight Committee. Motion carried 5-0.

#### **g. Approve Request to Revise Board Meeting Schedule for Budget Study Session and Budget Adoption**

The Board agreed to meet on June 19, 2009 at 3:00 p.m. for Board adoption and hopefully enough information would be available to have a Budget Study Session at the Regular Board Meeting on June 9, 2009.

**h. Approve Purchase of Instructional/Technology Equipment Using Measure C6 Funds**

On motion of Marie Panec, seconded by Cindy Vinson, the Board of Education approved the purchase of instructional/technology equipment using Measure C6 funds. Motion carried 5-0.

**4. HUMAN RESOURCES**

**c. Public Disclosure and Approve Collective Bargaining Agreement between Oak Park Unified School District and Oak Park Teachers Association**

On motion of Mary Rees, seconded by Marie Panec, the Board of Education approved the Collective Bargaining Agreement between Oak Park Unified School District and Oak Park Teachers Association. Motion carried 5-0.

**d. Approve Request for Variable Term Waiver – Driver’s Education Instruction During Summer School**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the Request for Variable Term Waiver - Driver’s Education Instruction During Summer School. Motion carried 5-0.

**5. BOARD**

**a. Discuss and Approve Board of Education Attendance at Workshops and Conference Costs**

On motion of Marie Panec, seconded by Cindy Vinson, the Board of Education approved the District paying for Board Members to attend the Ventura County School Boards Association Dinner meetings. Motion carried 3 Ayes: Iceland, Panec, Vinson 2 Noes: Laifman, Rees

**6. BOARD POLICIES**

**a. Approve Amendment of Board Policy 5145.12 – Search and Seizure – Second Reading**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 5145.12 – Search and Seizure. Motion carried 5-0.

**b. Approve Amendment of Board Policy 5141.6 – Student Health and Social Services – Second Reading**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 5141.6 – Student Health and Social Services. Motion carried 5-0.

**c. Approve Amendment of Board Policy 6115 – Ceremonies and Observances – Second Reading**

On motion of Cindy Vinson, seconded by Marie Panec, the Board of Education approved the amendment of Board Policy 6115 – Ceremonies and Observances. Motion carried 4 Ayes: Iceland, Laifman, Panec, Vinson 1 No: Rees.

**d. Approve Amendment of Board Policy 6162.51 – Standardized Testing and Reporting Program –Second Reading**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 6162.51 – Standardized Testing and Reporting Program. Motion carried 5-0.

**e. Approve Amendment of Board Policy 6164.4 – Identification of Individuals for Special Education –Second Reading**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 6164.4 – Identification of Individuals for Special Education. Motion carried 5-0.

**f. Approve Amendment of Board Bylaw 9223 – Filling Vacancies – Second Reading**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 9223 – Filling Vacancies. Motion carried 5-0.

**g. Approve Amendment of Board Bylaw 9320–Meetings and Notices–Second Reading**

On motion of Mary Rees, seconded by Cindy Vinson, the Board of Education approved the amendment of Board Policy 9320 – Meetings and Notices. Motion carried 5-0.

**h. Approve Adoption of Board Bylaw 9012 – Board Member Electronic Communications – First Reading**

On motion of Cindy Vinson, seconded by Marie Panec, the Board of Education approved the amendment of Board Policy 9012 – Board Member Electronic Communications. Motion carried 5-0.

**VII. INFORMATION ITEMS**

1. Monthly Budget Update

**VIII. OPEN DISCUSSION**

**IX. ADJOURNMENT:**

There being no further business before this Board, the meeting is declared adjourned at 9:35 p.m.

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

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MAY 5, 2009**  
**SUBJECT: C.1.c APPROVE PURCHASE ORDERS**

CONSENT

**ISSUE:** Shall the Board approve the attached purchase orders issued between April 1, 2009 and April 30, 2009?

**BACKGROUND:** Attached is the Purchase Order Report listing all purchase orders issued between April 1, 2009 and April 30, 2009. The report provides detailed information of all purchase orders issued during this period. All purchase orders have been approved by an administrator as a necessary expense and are budgeted for and within the budget authorization of the account.

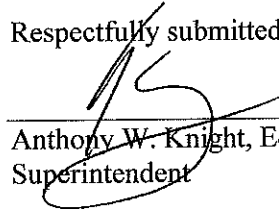
**ALTERNATIVES:**

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

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted,

  
 Anthony W. Knight, Ed.D.  
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Oak Park Unified School District  
Regular Board Meeting, May 19, 2009

**APPROVAL OF PURCHASE ORDERS ISSUED 04/01/09 THROUGH 04/30/09**

PO NO.	VENDOR	DESCRIPTION	SITE	FUND	AMOUNT
B09-0229	Companion Connection	2008/2009 NPA - Companion Connection	PupSvs	10	5,160.00
B09-0230	Gam Graphics	Open Po 2008/09 Printing Svs	BusAdm	10	1,300.00
B09-0231	Oxnard Auto Electric	Grounds Vehicle Repair/Electrical Fire	BusAdm	10	3,275.00
B09-0232	Karlyn Bock, Med, RN	Nursing Services	HR	10	2,500.00
B09-0233	Lord & Sons, Inc.	Unistrut Supplier For Maintenance	BusAdm	10	250.00
C09-0068	University Of Oregon	Dibels Data System/BES, OHES, ROES	Curr	10	722.00
C09-0069	Pro-Ed	Pro-Ed Protocols -OPHS	PupSvs	10	224.68
C10-0001	Houghton Mifflin Co	Reading Practice Books K-5	Curr	10	12,040.22
C10-0002	Houghton Mifflin Co	Reading Practice Books K-5	Curr	10	7,390.59
C10-0003	Houghton Mifflin Co	Reading Practice Books K-5	Curr	10	6,838.19
C10-0004	Houghton Mifflin Co	Math Grade K-3 Text And Pract Books	Curr	10	10,379.04
C10-0005	Houghton Mifflin Co	Math Grade K-3 Text And Pract Books	Curr	10	10,632.58
C10-0006	Houghton Mifflin Co	Math Grade K-3 Text And Pract Books	Curr	10	10,246.85
C10-0007	Mcgraw-Hill	Math Grade 4 & 5 Practice Books	Curr	10	2,000.79
C10-0008	Mcgraw-Hill	Math Grade 4 & 5 Practice Books	Curr	10	1,250.49
C10-0009	Mcgraw-Hill	Math Grade 4 & 5 Practice Books	Curr	10	1,650.65
C10-0010	Houghton Mifflin Co	Health Grade K Student Workbook	Curr	10	548.68
C10-0012	Delta Education, Llc	Foss Science Grade 3 Full Kit	Curr	10	3,125.88
C10-0013	Delta Education, Llc	Foss Science Grade 1 Full Kit	Curr	10	2,960.39
C10-0014	Delta Education, Llc	Foss Science Grade K Full Kit	Curr	10	2,526.95
P09-0449	Compuwave Inc.	Toner And Image Unit For Printer	Curr	10	1,582.20
P09-0461	Durham Transportation Inc.	Transportation/Outdoor Ed/6th Graders/Donations	MCMS	10	4,970.40
P09-0463	Cali-Usa Acoustics, Inc.	Installation of Pavilion Light Supports	BusAdm	10	859.50
P09-0506	Acorn Press	Advertising	OPNS	10	1,412.40
P09-0507	Durham Transportation Inc.	Transportation/Science Fair/Donations	MCMS	10	414.20
P09-0508	VCOE	Suspension Forms	Supt	10	90.93
P09-0509	Underwood Family Farms	Field Trip/1st Grade/Donations	ROES	10	900.00
P09-0510	Scott Electric	Overhead Projector Bulbs	BES	10	70.25
P09-0511	Conejo Valley Adult School	Kindergarten Field Trip/Donations	OHES	10	688.00
P09-0512	Medco Supply Co.	Health Off Supplies	OPHS	10	183.36
P09-0514	Ventura Co. Graphic Service	Oak Park Brochure	Curr	10	1,359.48
P09-0515	Herff Jones	Caps And Gowns	OPIS	10	382.53
P09-0516	Rancho Simi RPD	Room Rental/Retirement Reception	Board	10	20.00
P09-0517	Oakstone Glass Corporation	Broken Window Replacement	OPHS	10	295.00
P09-0518	VCOE	AB 430 Admin Training	HR	10	1,000.00
P09-0519	Nick Rail Music	Band Instruments/Repairs	MCMS	10	110.16
P09-0520	Guided Discoveries Inc.	Deposit/Catalina Field/Donations	MCMS	10	5,480.00
P09-0521	Herff Jones	Caps And Gowns	OPIS	10	59.13
P09-0522	Demco	Book Covers/PFC Donation	MCMS	10	51.13
P09-0523	Music In The Parks	Knott's Berry Farm Band Festival/Donation	MCMS	10	252.00
P09-0524	Christine E. Brown	Consultant/Annual Wasc Report	OVHS	10	325.00
P09-0525	Main Street Tours	Field Trip/Donation	ROES	10	1,507.00
P09-0526	Camino Real	4th Grade Field Trip/Donations	ROES	10	520.00
P09-0527	Worthington Direct	Furniture/PFC Donation	MCMS	10	351.52
P09-0528	Guided Discoveries Inc.	Field Trip/Cimi Cherry Cove/Catalina/Donation	MCMS	10	5,160.00
P09-0530	Debbie Burgher	Reimbursement For Cue Conference	BES	10	272.90
P09-0531	Pierres Welding & Maint.	Weld and Repair Fencing/Safety Issue	BusAdm	10	2,450.00
P09-0532	Buddy's All Stars	Softball/Ath Supp	OPHS	10	603.24

**APPROVAL OF PURCHASE ORDERS ISSUED 04/01/09 THROUGH 04/30/09**

PO NO.	VENDOR	DESCRIPTION	SITE	FUND	AMOUNT
P09-0534	Conejo Temperature Control	A/C Repair	BusAdm	10	877.53
P09-0537	Maureen Hamilton	CPR/First Aid Training	HR	10	200.00
P09-0538	VCOE	AcaDeca/Dues/Membership	OPHS	10	600.00
P09-0539	Rob Hall	Materials & Supplies/PFC	OPHS	10	305.89
P09-0540	Jessica Curtis	Reimbursement/GATE	Curr	10	679.68
P09-0541	Joni Chancer	Consulting Services	Curr	10	2,000.00
P09-0542	Jessica Curtis	Jessica Curtis Social Science	Curr	10	432.00
P09-0543	Ink Technologies, Inc.	Ink/Color Printer/Donation	BES	10	84.00
P09-0546	Axiom	2009-2010 Contract/SARC	Curr	10	4,800.00
P09-0548	Riverside Publishing Co.	Protocols/Kristin Alford	PupSvs	10	139.24
P09-0549	Therapro	Protocols/Kristin Alford	PupSvs	10	496.65
P09-0550	NCS Pearson	Protocols/Jennifer Golden	PupSvs	10	150.18
P09-0551	Western Psychological	Western Psychological Services - Kristin Nave	PupSvs	10	393.18
P09-0552	Aseba	Protocols - Kristin Nave	PupSvs	10	354.75
P09-0553	NCS Pearson	Assessments - Kristin Nave	PupSvs	10	69.77
P09-0554	NCS Pearson	Assessments / Stephanie Walker-Sean	PupSvs	10	81.59
P09-0555	Western Psychological	WPS Protocols/Stephanie Walker-Sean	PupSvs	10	666.93
P09-0556	Pro-Ed	Protocols/MCMS Special Ed Teachers	PupSvs	10	311.00
P09-0557	Riverside Publishing Co.	Protocols/MCMS Special Ed Teachers	PupSvs	10	193.93
P09-0558	NCS Pearson	Protocols/OPHS	PupSvs	10	418.61
P09-0559	Riverside Publishing Co.	Protocols/OPHS	PupSvs	10	172.65
P09-0560	NCS Pearson	Protocols/Ellen Ferguson	PupSvs	10	717.78
P09-0561	NCS Pearson	Protocols/Jennifer Golden	PupSvs	10	2,148.60
FS09-0061	Premier Food Safety	Food Handlers Certification	CNS	130	129.00
P09-0513	Channel Islands Roofing	Roof Repairs/Deferred Maintenance	BusAdm	140	2,425.00
P09-0529	M/M Mechanical, Inc	Seismic Valve Installation/Deferred Maintenance	BusAdm	140	8,660.00
P09-0533	Lloyd's Plumbing, Inc.	Emergency Repair-Main Water Line	BusAdm	140	3,995.94
T09-0038	California Western Visuals	21st CC Projectors	Tech	212	2,922.53
P09-0535	Huitt-Zollars	Civil Engineer Fees/Measure R	BusAdm	213	12,450.00
<b>TOTAL AMOUNT OF ALL ORDERS</b>					<b>\$163,269.74</b>

**SUMMARY OF PURCHASE ORDERS BY FUND**

<u>Fund Number</u>	<u>Fund Name</u>	<u>Count</u>	<u>Fund Total</u>
10	General Fund	44	\$132,687.27
130	Cafeteria Fund	1	\$129.00
140	Deferred Maintenance	3	\$15,080.94
212	Measure C6 Bond Fund	1	\$2,922.53
213	Measure R Bond Fund	1	\$12,450.00
<b>TOTALS</b>		<b>80</b>	<b>\$163,269.74</b>

**TO:** MEMBERS, BOARD OF EDUCATION  
**FROM:** DR. ANTHONY W. KNIGHT, SUPERINTENDENT  
**DATE:** MAY 19, 2009  
**SUBJECT:** C.1.d APPROVE DESIGNATION OF THE 2009-2010 DISTRICT/  
 SCHOOL REPRESENTATIVES TO CALIFORNIA  
 INTERSCHOLASTIC FEDERATION LEAGUES Consent

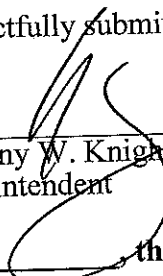
**ISSUE:** Shall the Board of Education appoint a representative and alternates for Oak Park High School to the California Interscholastic Federation (CIF) Leagues for the 2009-2010 school year?

**BACKGROUND:** Education Code 33353(a)(1) requires the Board of Education to approve the appointment of individuals and alternates by name or by title who will be school representatives to the athletic leagues for the upcoming year. If a governing board does not take appropriate action to designate representatives, CIF is required to suspend voting privileges for the affected schools.

- ALTERNATIVES:**
1. Approve appointment of Stewart McGugan as representative and Ann Pettit and Dick Billingsley as alternates for Oak Park High School to California Interscholastic Federation (CIF) Leagues for the 2009-2010 school year.
  2. Do not approve appointment of Stewart McGugan as representative and Ann Pettit and Dick Billingsley as alternates for Oak Park High School to California Interscholastic Federation (CIF) Leagues for the 2009-2010 school year.
  3. Board of Education can approve appointment of an alternative representative of their choice.

**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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



cifstate.org

# California Interscholastic Federation

Marie Ishida, Executive Director  
STATE OFFICE

1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578  
Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009  
Marie Ishida, Executive Director  
STATE OFFICE

4658 Duckhorn Drive, Sacramento, CA 95834

## 2009-2010 Designation of CIF Representatives to League

Complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE** (ON REVERSE SIDE) no later than July 1, 2009.

Park Unified School District/Governing Board at its 5/19/09 meeting,  
(Name of school district/governing board) (Date)

Designate the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL	Oak Park High School		
NAME OF REPRESENTATIVE	Stewart McGugan	POSITION	Assistant Principal
ADDRESS	899 N. Kanan Road	CITY	Oak Park ZIP 91377
PHONE	818-735-3300 FAX 818-707-7970	E-MAIL	smcgugan@opusd.k12.ca.us
NAME OF SCHOOL	Alternate		
NAME OF REPRESENTATIVE	Dick Billingsley	POSITION	Athletic Director
ADDRESS	899 N. Kanan Road	CITY	Oak Park ZIP 91377
PHONE	818-735-3300 FAX 818-707-7970	E-MAIL	dbillingsley@opusd.k12.ca.us
NAME OF SCHOOL	Alternate		
NAME OF REPRESENTATIVE	Ann Pettit	POSITION	Athletic Director
ADDRESS	899 N. Kanan Road	CITY	Oak Park ZIP 91377
PHONE	818-735-3300 FAX 818-707-7970	E-MAIL	apettit@opusd.k12.ca.us
NAME OF SCHOOL			
NAME OF REPRESENTATIVE		POSITION	
ADDRESS		CITY	ZIP
PHONE		E-MAIL	

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may serve in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Anthony W. Knight, Ed.D.  
Address 5801 E. Conifer Street City Oak Park Zip 91377  
Phone 818-735-3206 Fax 818-879-0372

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES**



**TO:** MEMBERS, BOARD OF EDUCATION  
**FROM:** DR. ANTHONY W. KNIGHT, SUPERINTENDENT  
**DATE:** MAY 19, 2009  
**SUBJECT:** C.1.e APPROVE 2009-10 CONTRACT WITH VENTURA COUNTY  
OFFICE OF EDUCATION FOR FINANCIAL, PAYROLL AND  
PERSONNEL DATA SYSTEMS

CONSENT

**ISSUE:** Shall the Board of Education approve the 2009-10 contract with Ventura County Office of Education (VCOE) for financial, payroll and personnel data systems?

**BACKGROUND:** Since the inception of the district, Oak Park has contracted with VCOE to provide necessary financial, payroll and personnel data systems, and related support. In preparing for the upcoming 2009-10 school and fiscal year, the Board is asked to approve the attached renewal agreement with VCOE for these vital systems and support. There is no increase over 2008-09 rates, and the estimated \$37,000 expense is annually included in the adopted budget.

**ALTERNATIVES:**

1. Approve the 2009-10 contract with VCOE for financial, payroll and personnel data systems
2. Do not approve the 2009-10 contract with VCOE.

**RECOMMENDATION:** Alternative No. 1

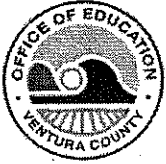
Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Ventura County Office of Education  
5189 Verdugo Way  
Camarillo, CA 93012

Technology  
Services

## AGREEMENT FOR ESCAPE FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the Oak Park Unified School District of Ventura County, hereinafter referred to as "District," and the Ventura County Office of Education, hereinafter referred to as "VCOE."

It is Hereby Agreed Between The Parties as Follows:

### 1. Time Period

VCOE agrees to furnish the District services in processing and reporting for the fiscal year July 1, 2009 through June 30, 2010 and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

### 2. Services Provided

VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System.

### 3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
- B. Problems resulting from equipment failure.
- C. Unauthorized alterations to the programs.

### 4. Charges

Charges will be determined by multiplying the District's prior year P-2 ADA as of June 1 of the prior fiscal year by an ADA factor from the following table.

P-2 ADA	Per ADA Factor
0-999	\$37.85
1000-4999	\$10.60
5000-9999	\$8.37
10000-19999	\$7.73
20000+	\$7.02

All reports printed at VCOE will be charged at \$.0800 per page.

### 5. Payment Schedule

The District agrees that the ADA based fees shall be paid in a single installment to be billed in late December. The actual printed report charges will be billed in December and again in July of the following fiscal year.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
School District Authorized Representative

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
VCOE Authorized Representative

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MAY 19, 2009**  
**SUBJECT: C.1.f REVIEW SECOND PERIOD ATTENDANCE REPORT**

CONSENT

**ISSUE:** Shall the Board receive and review the Second Period (P-2) Attendance Report on the status of the District's Average Daily Attendance (ADA) ending with the seventh school month?

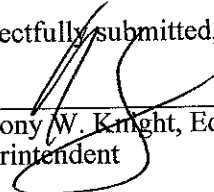
**BACKGROUND:** The District's Revenue Limit funding is based on its ADA, which is reported to the State three times annually. The First Period Attendance Report, commonly referred to as P-1, is filed with the State at the end of the fourth school month. The Second Period Attendance Report, typically called P-2, reports the average of month one through the last school month that ends on or before April 15th of the current school year (usually Month 7). The District's actual Revenue Limit is based on the P-2 Report. The third and final report, the Annual Report, is filed at the conclusion of the fiscal year. The second reporting period has concluded and the District's P-2 Report is attached for the Board's review.

Due to declining enrollment, and as permitted by Education Code, the District's 2008-09 adopted budget was based on its higher 2007-08 P-2 ADA of 3,592.7, providing greater Revenue Limit funding than the lower ADA projected for 2008-09 enrollment. The 2008-09 ADA at P-2 is 3529.96.

**RECOMMENDATION:** None - information only.

Prepared by: Barbara Dickerson, Director, Fiscal 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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## Report of School District Attendance

County: Ventura

Fiscal Year: 2008-09

District: Oak Park Unified

P-2

CDS CODE 56 73874

Certificate Number: 43BDBB18

Regular Elementary and High School ADA		Elementary	High School
Kindergarten	A-1	178.27	
Grades 1 - 3	A-2	596.37	
Grades 4 - 6	A-3	752.65	
Grades 7 - 8	A-4	618.08	
Grades 9 - 12	A-5		1,298.44
Continuation Education	A-6		46.35
Opportunity Schools and Full-Day Opportunity Classes	A-7	0.00	0.00
Home and Hospital	A-8	0.00	1.86
Special Education - Special Day Class	A-9	6.71	20.50
Special Ed - Nonpublic, Nonsectarian Schools [E.C. 56366(a)(7)]	A-10	2.49	3.75
Special Ed - Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-11	0.00	0.00
Community Day School (Divisor 70/135/180)	A-12	0.00	0.00
Extended Year ADA (Divisor 175)			
Extended Year Special Education	A-13	0.00	0.98
Extended Year Prog - Nonpublic, Nonsectarian Schools [E.C. 56366(a)(7)]	A-14	1.93	1.58
Extended Year Prog - Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-15	0.00	0.00
Regional Occupational Centers/Programs (Divisor 85/135/175)			
	B-1		0.00
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
ADA Totals (Sum of A-1 through B-5)	B-6	2,156.50	1,373.46

California Department of Education

Attendance Software

2008-8.00

Page 1 of 2

4/22/2009 11:04:52 AM

Oak Park Unified 2008-09 P2

## Report of School District Attendance

County: Ventura

Fiscal Year: 2008-09

District: Oak Park Unified

P-2

CDS CODE 56 73874

Certificate Number: 43BDBB18

ADA For Students on Full-time Independent Study Included in Section A (A-1 through A-7, A-9, A-12)	C-1	16.08	94.37
ADA Not Eligible for Funding Generated through Independent Study (A-1 through A-7, A-9, A-12)	C-2	0.00	3.33
ADA for Students Participating in the CALWORKS Program Pursuant to E.C. 33117.5 Included in B-1	C-3		0.00
ADA for Students Participating in the CALWORKS Program Pursuant to E.C. 33117.5 Included in B-3 and B-4	C-4		0.00
Apprentice Hours Pursuant to Section 3074 of the Labor Code	C-5		0

## Community Day School - Additional Funds (Divisor 70/135/180)

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

5th Hour ADA	C-6	0.00	0.00
6th Hour ADA	C-7	0.00	0.00
All Other Community Day School Pupils			
5th Hour ADA	C-8	0.00	0.00
6th Hour ADA	C-9	0.00	0.00
After-School Supervised Attendance			
Pupil Hours for 7th Hour	C-10	0	0
Pupil Hours for 8th Hour	C-11	0	0

**Certification**

County: Ventura

Fiscal Year: FY 2008-09

District: Oak Park Unified

P-2

CDS CODE 56 73874

43EDBB18 ✓

**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: 4/22/09Ventura  
County Supt. of Schools

County Superintendent of Schools: \_\_\_\_\_

Deputy  
DeputyDate: 4-26-09

Any inquiries concerning this report should be directed to:

CONTACT NAME Barbara DickersonPHONE (818) 735-3215 \*FAX (818) 879-0372E-Mail bdickerson@opusd.k12.ca.us

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MAY 19, 2009**  
**SUBJECT: C.1.g. APPROVE CONTRACT RENEWAL FOR CROSSING GUARD SERVICES**

CONSENT

**ISSUE:** Shall the Board approve an amendment to the agreement with All City Management Services, Inc. for crossing guard services for the 2009-10 school year?

**BACKGROUND:** All City Management, Inc. has provided crossing guard services for Oak Park Schools for more than fifteen years. The District pays All City for these services, and the County of Ventura reimburses the District for the expense. All City has proposed an amendment to extend its current contract with Oak Park schools for the 2009-10 school year, requesting a modest 3% increase in rates. This increase, from \$14.14 to \$14.56 per hour, represents the first increase for these services in five years. The District is satisfied with the service, and staff is recommending approval.

**ALTERNATIVES:**

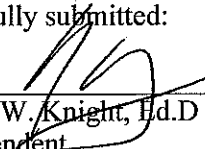
1. Approve the proposed amendment with All City Management Services, Inc. for the 2009-10 school year.
2. Do not approve the amendment.

**RECOMMENDATION:** Alternative No. 1.

**FISCAL IMPACT:** None – The District is reimbursed by the County of Ventura for the expense of the crossing guard services.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



## ALL CITY MANAGEMENT SERVICES

February 25, 2009

Martin Klauss, Assistant Superintendent  
Oak Park Unified School District  
5801 East Conifer Street  
Oak Park, CA 91377

Dear Mr. Klauss:

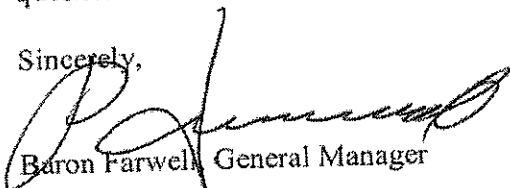
It is once again that time of the year when many agencies are formulating their budgets for the coming fiscal year. To that end we would like to confirm our interest in continuing to provide Crossing Guard Services and propose our pricing for the coming 2009-2010 fiscal year.

Over the past two years we have experienced cost increases in almost every facet of our operations. While we absorbed these cost increases last year, the demands of the coming fiscal year requires that we adjust our billing rate to keep pace with these costs.

As such, we must appeal for a 3% adjustment in our billing rate. This would increase the current billing rate of \$14.14 to Fourteen Dollars and Fifty-Six Cents (\$14.56) per hour. While I understand this increase is untimely for some agencies it will assure you of stable pricing for the subsequent fiscal year.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program for the Oak Park Unified School District. If you have any questions or need additional information please contact me at (800) 540-9290. Take care.

Sincerely,



Baron Farwell, General Manager

*"The Crossing Guard Company"*

1749 S. La Cienega Blvd. • Los Angeles, CA 90035 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325



TO: MEMBERS OF BOARD OF EDUCATION

FROM: ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: MAY 19, 2009

SUBJECT: C.2.a. APPROVE NEW COURSES FOR OAK PARK HIGH SCHOOL ACTION

ISSUE: Shall the Board of Education approve two additional physical education courses, PE 11 and PE 12, at Oak Park High School and Oak Park Independent School?

BACKGROUND: Two state bills SB 78 and SB 601 have added a new requirement for students in physical education. These bills mandate that beginning with the graduating class of 2011, a high school student must pass five out of six standards on the physical performance test (Fitnessgram) to be eligible for a two year exemption from physical education in grades 11 and 12. Currently students are required to pass two years of physical education classes to graduate. Board Policy 6142.7 (a) addresses the eligibility criteria for the three types of exemptions as outlined in the state bill. As per state law, if students do not pass the test in grades 9 and/or 10, they will be obligated to continue to take physical education courses in grades 11 and 12 or until they pass the fitness test. Students at Oak View and OPIS will have the option of taking the 11<sup>th</sup> and/or 12<sup>th</sup> grade physical education class at OPHS. It is necessary to add PE 11 and PE 12 for students who need to continue to take PE to help pass them the California Fitness Test. The two courses, PE 11 and PE 12 were approved at the District Curriculum Council meeting on April 22 and now need final approval from the Board.

*PE 11 This course is for juniors and builds on the knowledge and skills developed in Physical Education 9. Juniors in PE 11 can receive PE or elective credit for PE 11. In addition, the course focuses on individual sports. A semester or year long personal wellness notebook, continued from Physical Education 9, includes records charts and graphs of the student's personal training program. Other components will include body fat analysis, first aid, CPR, and a look back on one's years of physical education and a look forward to the future by planning a realistic comprehensive exercise program.*

*PE 12 This course is for seniors and builds on the knowledge and skills developed in Physical Education 9. Seniors in PE 12 can receive PE or elective credit for PE 12. In addition, the course focuses on individual sports. A semester or yearlong personal wellness notebook, continued from Physical Education 9, includes records, charts and graphs of the student's personal training program. Other components will include body fat analysis, first aid, CPR, and a look back at one's years of physical education and a look forward to the future by planning a realistic comprehensive exercise program.*

ALTERNATIVES: 1. Approve PE 11 and PE 12 as additional courses for Oak Park High School and Oak Park Independent School.  
2. Do not approve PE 11 and PE 12 as additional courses for Oak Park High School and Oak Park Independent School.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MAY 19, 2009**  
**SUBJECT: C.3.a APPROVE AGREEMENT FOR MEASURE R BOND PROGRAM/CONSTRUCTION MANAGEMENT SERVICES**

ACTION

**ISSUE:** Shall the Board of Education approve an agreement for Measure R bond program/construction management services?

**BACKGROUND:** At its meeting on November 18, 2009, the Board authorized staff and the Facility Planning Committee (FPC) to issue a Request for Proposal (RFP) for Measure R bond program/construction management (PM/CM) services. At a special meeting on March 3, 2009, the Board received a report and recommendation from district staff and the FPC regarding the response to the RFP. Based on the recommendation provided, the Board authorized contract negotiations with Barnhart, Inc. for PM/CM services.

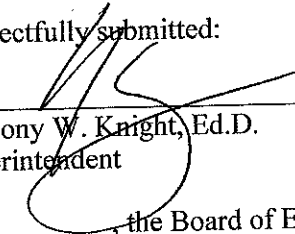
Utilizing the services of District legal counsel, staff and the FPC have negotiated the attached agreement with Barnhart. The agreement encompasses the early "quick start" programs authorized for summer 2009, as well as development of the overall bond program for Measure R. The agreement provides for annual renewals up to a total of five years upon mutual agreement of the parties.

- ALTERNATIVES:**
1. Approve the agreement for Measure R bond program/construction management services with Barnhart, Inc., as proposed.
  2. Modify the proposed agreement for Measure R bond program/construction management services with Barnhart, Inc.
  3. Do not approve the proposed agreement.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

  
 Anthony W. Knight, Ed.D.  
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**AGREEMENT FOR PROGRAM/CONSTRUCTION  
MANAGEMENT SERVICES BETWEEN**

**OAK PARK UNIFIED SCHOOL DISTRICT**

**and**

**BARNHART, INC.  
(A HEERY INTERNATIONAL COMPANY)**

***MEASURE "R" FACILITIES CONSTRUCTION  
BOND PROGRAM***

**May 6, 2009**

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## AGREEMENT FOR PROGRAM/CONSTRUCTION MANAGEMENT SERVICES

Agreement made this 6<sup>th</sup> day of May in the year 2009.

Between the Owner:

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

and the Program Management/Construction Management firm of:

Barnhart, Inc. (A Heery International Company)  
10760 Thornmint Road  
San Diego, CA 92127

for services in connection with the Program known as:

Measure "R" Facilities Construction Bond Program ("Program")

The Oak Park Unified School District (referred to as "Owner") and Barnhart, Inc. (referred to as the "PM/CM"), agree as set forth herein.

### ARTICLE 1: RELATIONSHIP OF THE PARTIES

#### 1.1 Owner and Program Manager/Construction Manager

The Program Manager/Construction Manager, hereinafter referred to as "PM/CM", shall be the Owner's agent in providing the Program Manager's/Construction Manager's services described in Articles 2 and 3 of this Agreement. The PM/CM and the Owner shall perform as stated in this Agreement and the PM/CM and Owner accepts the relationship of trust and confidence between them, which is established herein.

##### 1.1.1 Standard of Care

PM/CM represents that it has the capabilities and skills in construction supervision, bid evaluation, project scheduling, claims review and negotiation, project design review and evaluation, and general management and administration of construction projects as set forth in Government Code section 4525 et seq. The PM/CM covenants with the Owner to furnish its skill and judgment with due care and in accordance with applicable federal, state and local laws and regulations in carrying out their responsibilities defined in Articles 2 and 3 of this Agreement. All services provided by the PM/CM under this Agreement

shall be provided by or under the direction and control of a licensed general contractor, engineer or architect.

## 1.2 Owner and Design Professional

The Owner shall enter into separate agreements with one or more Design Professionals to provide architectural and engineering design for the individual Projects included in the Program. The Program is defined in Article 2 of this Agreement.

## 1.3 Owner and Contractors

The Owner shall enter into separate contracts with one or more Contractors for the construction of the Projects included in the Program.

## 1.4 Relationship of the PM/CM to Other Program Participants

In providing the PM/CM's services described in this Agreement, the PM/CM shall endeavor to maintain a working relationship and coordinate its services under this Agreement with the Contractors and Design Professionals and other services provided to the Owner such as professional engineers and required State inspectors on behalf of the Owner and other consultants. The PM/CM shall coordinate all services required under this Agreement with other consultants retained by the Owner. However, nothing in this Agreement shall be construed to mean that the PM/CM assumes any of the responsibilities or duties of the Contractors or the Design Professionals. The Contractors are solely responsible for construction means, methods, sequence and procedures used in the construction of the Projects included in the Program and for the safety of its personnel and its operations and for performing in accordance with the Contractor's contract with the Owner. The PM/CM, however, shall not be deemed the controlling employer with regards to Project safety and/or OSHA regulations. The Design Professionals are solely responsible for the Projects included in the Program design and shall perform in accordance with the agreement between the Design Professionals and the Owner. There are no third party beneficiaries of this Owner-PM/CM Agreement and no one except the parties to this PM/CM Agreement may seek to enforce its terms.

# ARTICLE 2: PROGRAM DEFINITION & RESPONSIBILITIES

PM/CM proposes to complete the program and project management services described in f this Article. The staffing shall be as proposed in Appendix "A".

1. **Program:** The scope of the Program shall include new construction and modernization work at the following schools hereinafter referred to as "Project(s)":

Red Oak Elementary School  
 Oaks Hills Elementary School  
 Brookside Elementary School  
 Medea Creek Middle School  
 Oak Park High School  
 Oak View High School- Continuation  
 District Office

Any services required under this Agreement for a "Project" shall be deemed to apply to all Projects listed above, unless otherwise amended in writing by the Owner.

2. **Development of a Master Plan:** The PM/CM Team shall develop, with the full participation of the Owner, a document that reflects the overall life of the proposed Facilities Construction Program. The proposed Master Plan will include, but not be limited to a Master Program Schedule, Master Program Budget, communication protocols, responsibility matrix, and construction procedures manual.
3. **Cost Estimating Services:** For each Project, the PM/CM shall prepare for the Owner's approval detailed construction cost estimates developed by using estimating techniques which anticipate the various elements of the Project. The PM/CM shall update and refine this estimate at 50% and 90% completion of the Design Professional's construction documents. The PM/CM shall advise the Owner and the Design Professional if it appears that the construction cost may exceed the budgeted amount for each Project or the overall Program Budget.
4. **Constructability Reviews:** On Projects in the Program where the Owner contracts with a Design Professional to prepare construction documents, the PM/CM shall perform document reviews for constructability of all such Projects covered under this Agreement. The intent of the document reviews is to identify and eliminate gaps, overlaps, and omissions and to provide information to the Design Professional to reduce the Owner's exposure to additional costs or delays during the course of construction. The PM/CM shall also identify and confirm that any Owner furnished items and equipment are incorporated into the construction documents. Following delivery of the DSA ready construction documents, the PM/CM shall conduct a document review for constructability utilizing a detailed checklist-type method approved by the Owner. Completed checklists or reviews shall be made provided by the PM/CM to the Design Professional for incorporation into the construction documents. The PM/CM shall also make the reviews or checklists available to the Owner. The Senior Construction Manager shall assist in preparing all constructability reviews, shall review all critical items noted during the constructability review and shall be readily familiar with all of the construction documents for each Project included in the Program. The PM/CM shall work with the Design Professional to see that all constructability review comments agreed upon by the Owner, PM/CM and

Design Professional, as well as any DSA "back-check" revisions (if applicable) are incorporated and coordinated into the final construction documents prior to bid. The PM/CM shall prepare Program and Project schedules so that they include time to perform and incorporate constructability review comments prior to each bidding phase.

5. **Project Delivery Methods:** During the Design Phase for each Project, PM/CM shall provide to the Owner contracting strategy, including appropriate project delivery methods and alternatives, along with PM/CM's recommendations and the basis for such recommendations.
6. **Review of Existing Conditions:** PM/CM shall assist the Design Professionals in reviewing and evaluating the existing conditions for all Projects by conducting cooperative and comparative walk-throughs and observations with the construction documents for each Project. As part of this review, the PM/CM will assist the Design Professionals in verifying major dimensions and confirming the location of existing utilities required to make points of connection to existing utility services. It is agreed, however, that the PM/CM is not required to exhaustively verify all dimensions or perform an exhaustive or comprehensive review of a building's systems. If, however, the PM/CM believes, in its professional opinion, that additional inspection and verification is necessary for a Project, the PM/CM shall notify the Owner in writing so that the Owner can retain appropriate consultants to confirm any existing conditions.
7. **Hazardous Materials:** The PM/CM shall coordinate, manage and assist the hazardous material consultant retained by the Owner who will review the construction documents and identify those areas that contain hazardous materials and are in the scope of modernization or construction. Once the consultant has identified those areas that contain hazardous materials and are in the scope of modernization or construction, the PM/CM, in conjunction with the Design Professionals and hazardous material consultant, shall confirm and verify the construction documents properly address and incorporate abatement of those hazardous materials.
8. **Owner's Standards:** The PM/CM shall work with the Design Professionals to confirm that the construction documents prepared by the Design Professionals include all specified or manufactured items consistent with the Owner's Standards, and that they are properly incorporated into the final construction documents prior to bidding. The Owner may request PM/CM to assist the Owner in preparing such Standards as an Additional Service. All specified or manufactured items shall be standardized to the Owner's criteria and shall be in compliance with the requirements under Public Contract Code section 3400. If requested by the Owner, the PM/CM shall assist the Owner and its legal counsel to develop and implement proprietary specifications for any Project in strict accordance with Public Contract Code section 3400.



9. **Review Meetings:** The Owner and PM/CM agree to develop a quarterly review process by which the Owner can assure delivery of services in accordance with this Agreement.

### **ARTICLE 3: PROGRAM MANAGER'S/CONSTRUCTION MANAGER'S BASIC SERVICES**

#### **3.1 PM/CM Basic Services**

The PM/CM shall perform the Basic Services described in this Article for each Project included in the Program. It is not required that the Basic Services be performed in the sequence in which they are described.

##### **3.1.2 Program Management Phase**

- 3.1.3 **Program Master Plan:** The PM/CM shall prepare a Program Master Plan for the Owner's Measure "R" Facilities Construction Bond Program which shall address Program activities through the proposed ten year life of the Program. The Plan will be prepared with the full participation of the Owner, the Owner's Facility Planning Committee and other relevant team members. The Plan shall consider the Owner's schedule, cost and design requirements for the Projects within the Program, cash flow, community outreach and public relations efforts, interim housing needs and other relevant elements affecting the Program.

The PM/CM shall develop various alternatives for the sequencing and management of the Program, make recommendations to the Owner and secure approval of Program strategies from the Owner, the Owner's Facility Planning Committee and other relevant team members prior to finalizing the Master Plan. The Program Master Plan shall be presented to the Owner for review and acceptance and is a required deliverable under this Agreement.

- 3.1.3.1 **Master Program Scope:** With the full participation of the Owner the Owner's Facility Planning Committee and other relevant team members, the PM/CM shall identify the Projects to be included in the Program Master Plan. The Program identification shall include any Projects, modernization Programs, and other work as may be identified by the Owner or other relevant team members. The Master Program Scope shall be submitted to the Owner as a required deliverable under this Agreement and shall be approved by the Owner in writing

As part of the Program Master Plan, the PM/CM shall review the facility assessment plan prepared by Property Condition Assessment and provide recommendations to the Owner of defining all required work into groups or

phases to form Projects that maximize benefits and efficiencies and reduce costs. In defining Projects for the Program, the PM/CM shall consider a combination of factors including, but not limited to: priorities developed by the Owner; cash flow; reducing costs by grouping similar work together for all schools (for example, asphalt, roofing, site work, HVAC, etc.); maximizing and leveraging current and future eligible State funding, matching funds, maintenance funding, grants, and other available funding sources; the Owner's desire to commence certain Projects immediately (also known as "Quick-Start" Projects); current bidding environment and availability of qualified contractors; escalation of costs throughout the life of the Program; and other factors. The incorporation of all such relevant factors may result in the life of the Program being less than the ten years anticipated by the facility assessment plan prepared by Property Condition Assessment.

3.1.3.2 Program Master Plan Project Priorities: The PM/CM shall include in the Program Master Plan all Projects directed by the Owner according to the priorities developed by the Owner including certain "Quick-Start" Projects. The final schedule and order of Projects shall be provided and approved by the Owner before inclusion in the final Program Master Plan.

3.1.3.3 Program Master Schedule: The PM/CM shall prepare a Master Schedule for the Program. The Master Schedule shall specify the proposed start and finish dates for all key milestones including, but not limited to, design, procurement, programming activities, preconstruction activities, bidding, construction activities, close-out, and any other relevant Program-related scheduling issues and activities. The Master Program Schedule shall also include milestones to be accomplished by the Program participants, including milestone completion dates for the activities of Design Professionals, Engineers, PM/CM, Contractor, Owner personnel and any other consultants. The PM/CM shall submit the Master Schedule as a required deliverable to the Owner for review and acceptance before inclusion in the Program Master Plan. The PM/CM shall update the Program Master Schedule at least on a quarterly basis or as required or directed by the Owner during the course of the Program. The Program Master Schedule and all updates are required deliverables under this Agreement.

3.1.3.4 Program Budget: The PM/CM shall prepare Program Budget alternatives based on information provided by the Owner on the work required for all Projects identified as part of the Program, and information developed by the PM/CM as required by this Agreement. The PM/CM shall review the budget with the Owner and shall submit the Program Budget to the Owner for review and acceptance. The Program Budget shall be revised as directed by the Owner before inclusion in the Program Master Plan. The Program Budget shall be updated at least on a quarterly

basis or as required or directed by the Owner during the course of the Program. The PM/CM shall update the Program Budget as required or revise it as directed by the Owner during the course of the Program. If the PM/CM believes the Program Budget will be exceeded at any time during the life of the Program, the PM/CM shall notify the Owner in writing. As part of the written notification to the Owner, the PM/CM shall provide specific reasons for any budget overruns along with recommendations on how the Owner can maintain the Program Budget. The Program Budget, all updates and recommendations are required deliverables under this Agreement.

- 3.1.3.5 Program Management Information System (MIS): The PM/CM shall develop a MIS to assist in establishing communications between the Owner, PM/CM, Design Professional, Contractor and other parties on the Program. The MIS shall be consistent with the Owner's standards and shall clearly define when the PM/CM or any other consultant retained by the Owner or other team members may make decisions or communicate on the Owner's behalf. In developing the MIS, the PM/CM shall interview the Owner's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system. The PM/CM shall establish and prepare the MIS with input and involvement by the Owner as early as possible. This MIS shall be submitted to the Owner as a required deliverable under this Agreement and shall be approved by the Owner in writing before inclusion in the Program Master Plan. It shall form the basis for individual Project MIS plans developed during the Program. The MIS shall include communication protocols, a responsibility matrix, and a document logging system.

- 3.1.3.6 CEQA: PM/CM agrees to coordinate its services with that of any CEQA consultants retained by the Owner and provide documents and information for use in CEQA compliance documents. PM/CM shall confirm that the Design Professional incorporates any mitigation measures adopted by the Owner into a Project design.

## 3.2 Pre-Design Phase

### 3.2.1 Project Management

- 3.2.1.1 Project Scope Statement: The PM/CM shall prepare a Project Scope Statement for each Project. The Statement will be prepared with the full participation of the Owner and other relevant team members. The Statement shall include a written understanding of the Owner's scope, schedule, and budget for the Project. The PM/CM may develop various alternatives for the sequencing and management of the Project, make

recommendations to the Owner and secure written approval of a Project strategy prior to finalizing the Scope Statement. The Statement shall be presented to the Owner as a required deliverable under this Agreement for review and written approval by the Owner.

#### 3.2.1.2

Project Management Plan: In consultation with the Design Professional, the PM/CM shall prepare a Project Management Plan for each Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Project Management Plan, the PM/CM shall evaluate the local construction market, the Owner's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the Owner. Upon approval by the Owner of the Project Management Plan for the Project, the PM/CM shall prepare the Project Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Project Schedule. The Project Management Plan shall be presented to the Owner as a required deliverable under this Agreement for review and written approval by the Owner.

#### 3.2.1.3

Design Professional Selection: The PM/CM shall assist the Owner in the selection of Design Professionals by developing lists of potential firms, developing criteria for selection, preparing and transmitting the requests for Statements of Qualifications or proposals, assisting in reviewing such written statements or proposals, assisting in conducting interviews, evaluating candidates and making recommendations for final selection.

#### 3.2.1.4

Design Professional Contract Preparation: The PM/CM shall assist the Owner and its legal counsel in the preparation and review of the agreements between the Owner and Design Professionals. The PM/CM will not provide legal advice regarding the Design Professionals contract and any legal counsel retained to review the Design Professional's contract shall be retained by the Owner, paid by the Owner and responsible to the Owner.

#### 3.2.1.5

Design Professional Orientation: The PM/CM shall assist the Owner in conducting a Design Professional orientation session during which the Design Professional shall receive information regarding Project, schedule, costs, administrative and other Project parameters and requirements.

### 3.2.2 Time Management:

3.2.2.1 Project Schedule: The PM/CM shall prepare a Project Schedule for each Project. The Schedule shall specify the proposed start and finish dates for all key milestones including, but not limited to, design, procurement, preconstruction activities, bidding, construction activities, close-out, systems testing, occupancy and any other relevant Project-related scheduling issues and activities. The Schedule shall also include milestones to be accomplished by the Project participants, including milestone completion dates for the activities of the Design Professionals, Engineers, PM/CM, Contractor, Owner personnel and any other consultants. The PM/CM shall submit the Preliminary Schedule as a required deliverable to the Owner for review and signoff before initiation of the Bid Phase.

3.2.2.2 Design Phase Milestone Schedule: After the Owner accepts the Project Schedule, the PM/CM shall assist the Design Professionals in preparing the Milestone Schedule for the Design Phase as appropriate for specific Projects. The Design Phase Milestone Schedule may be used in requests for proposals and the contract for the Design Professional, and shall be a method for judging progress during the Design Phase.

### 3.2.3 Cost Management

3.2.3.2 Project and Construction Budget: The PM/CM shall prepare a Project and Construction Budget based on the plans, specifications and information prepared by the Design Professional and provided by the Owner on the work required for the Project, as well as information developed by the PM/CM as required by this Agreement. The PM/CM shall review the budget with the Owner and Design Professional and the PM/CM shall submit as a required deliverable under this Agreement the Project and Construction Budget to the Owner for review and acceptance. The PM/CM shall make recommendations for corrective action to bring the estimated construction cost within the Construction Budget if required. The Project and Construction Budget shall be revised only as directed by the Owner.

3.2.3.3 Cost Model: The PM/CM shall establish a cost model that breaks the budget into its component parts by systems, CSI division areas or combinations thereof in consultation with the Owner and Design Professional. The cost models will be reviewed and updated at each the confirmation of scope and at the completion of the Design Phase. The PM/CM shall advise the Owner and Design Professional in writing if it appears that the estimated construction cost for the Project may exceed the Construction Budget.

### 3.2.4 Management Information System (MIS)

- 3.2.4.1 Establishing the Project MIS: The PM/CM shall develop a MIS to assist in establishing communications between the Owner, PM/CM, Design Professional, Contractor and other parties for each Project. The MIS shall be consistent with the Owner's standards and shall clearly define when the PM/CM or any other consultant retained by the Owner or other team members may make decisions or communicate on the Owner's behalf. In developing the MIS, the PM/CM shall interview the Owner's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system. The PM/CM shall establish and prepare the MIS with input and involvement by the Owner as early as possible. This MIS shall be submitted to the Owner as a required deliverable under this Agreement and shall be approved by the Owner in writing. The MIS shall consist of the communication protocols, the responsibility matrix, and the document logging system.

### 3.3 Design Phase

#### 3.3.1 Project Management

- 3.3.1.1 Revisions to the Project Management Plan: During the Design Phase the PM/CM shall make recommendations to the Owner regarding revisions to the Project Management Plan. Revisions approved by the Owner shall be incorporated into the Plan by the PM/CM and the Plan shall be re-submitted to the Owner as a required deliverable under this Agreement for review and written acceptance.
- 3.3.1.2 Design Kick-Off Meeting: At the start of the Design Phase, the PM/CM shall conduct a Project Conference attended by the Design Professional, the Owner and others. During the meeting, the PM/CM shall review the Scope of the Project, the Project Management Plan, the Master Program Schedule, the proposed Design Phase Milestone Schedule, the Project and Construction Budget and the MIS.
- 3.3.1.3 Design Phase Information: The PM/CM shall monitor the Design Professional's compliance with the Project Schedule, Project Scope Statement, Project Management Plan, and Design Phase Procedures; and the PM/CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.
- 3.3.1.4 Project Meetings: The PM/CM shall conduct, as required, weekly meetings attended by the Owner and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and

review of design progress. The PM/CM shall prepare and distribute minutes of these meetings to the Owner and others, as agreed to by the Owner. The PM/CM shall notify the Owner in writing of any delays in the Project Schedule or if the Project and Construction Budget for the Project will be exceeded.

- 3.3.1.5 Review of Design Documents & Design Recommendations: The PM/CM shall review the design documents for clarity, consistency, constructability and coordination in accordance with Article 2, Paragraph 4.
- 3.3.1.6 Owners Design Reviews: The PM/CM shall expedite the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.
- 3.3.1.7 Approvals by Regulatory Agencies: The PM/CM shall assist the Design Professional to coordinate transmittal of documents to all applicable regulatory agencies that have jurisdiction over the Project for review, and shall advise the Owner of potential problems in completion of such reviews. Such regulatory agencies include, without limitation, OPSC, DSA, SAB, County of Ventura, Fire Marshall and others.
- 3.3.1.8 General Conditions: The PM/CM shall assist the Owner in the preparation of the General Conditions and other front end documents for the Construction Contracts.
- 3.3.1.9 Multiple-Prime Contracting: If it is determined that a Project will use the multiple-prime delivery method of construction, the PM/CM shall advise on the separation of the Project into separate contracts for various categories of work or trade contracts. The PM/CM shall advise on the method to be used for selecting contractors and awarding individual bids. The PM/CM shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Design Professional. The PM/CM shall review drawings and specifications for the Project to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate trade contracts, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
- 3.3.1.10 Alternative Delivery Methods: The PM/CM shall provide recommendations on alternative construction delivery methods for the Projects to maximize the Program and the Owner's needs. The PM/CM shall provide services in connection with any alternative construction delivery methods including, but not limited to, general contractor, multiple-prime, lease-leaseback, or design-build.

- 3.3.1.11 Coordination of Relocation of Owner Property: If applicable, the PM/CM shall coordinate the moving, relocation, temporary housing and storing of Owner's property prior to the construction phase for each Project.
- 3.3.2 Time Management
- 3.3.2.1 Revisions to Project and Program Schedules: While performing the services provided in Article 3.3.1 and as necessary throughout the Design Phase, the PM/CM shall recommend revisions to the Project Schedule and Program Schedule. Revisions approved by the Owner shall be incorporated into the Project Schedule and Program Schedule by the PM/CM and shall be re-submitted to the Owner for review and written acceptance. Any revisions to the Project Schedule shall be coordinated with the Program Schedule and the PM/CM shall notify the Owner in writing of any changes in the overall completion of the Program.
- 3.3.2.2 Monitoring the Design Phase Milestone Schedule: While performing the services provided in Article 3.3.1, the PM/CM shall monitor compliance with the Design Phase Milestone Schedule. The PM/CM shall notify and make recommendations to the Owner if progress is not in compliance with the Design Phase Milestone Schedule.
- 3.3.3 Cost Management Task
- 3.3.3.1 Project and Construction Budget Revision: The PM/CM shall make recommendations to the Owner on the impact of design changes that may result in revisions to the Project and Construction Budget, the Project Schedule and established Project scope or strategy.
- 3.3.3.2 Cost Control and Estimating: The PM/CM shall receive the Design Professional's estimate of the construction cost for each submittal of design drawings and specifications at the schematic design, design development and construction documents phases as provided for in the agreements between the Owner and the Design Professional. The PM/CM shall review the estimates and compare them against the PM/CM's construction cost estimates prepared in accordance with Article 2, Paragraph 3, and report to the Owner and Design Professional identifying variances. The PM/CM shall make recommendations and coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project and Construction Budget. The PM/CM shall notify the Owner in writing if any construction cost estimate for the Project exceeds the Project and Construction Budget. The PM/CM shall make recommendations for



corrective action to bring the construction costs within the Project Budget and Program Budget.

- 3.3.3.3 Value Engineering Review: If requested by the Owner, the PM/CM shall review the Design Professional's documents and provide recommendations for value engineering. The PM/CM shall make its recommendations in coordination with the Owner and Design Professional.

3.3.4 Management Information Systems (MIS)

- 3.3.4.1 Schedule Reports: In conjunction with the services provided by Article 3.3.2, the PM/CM shall prepare and distribute Project Schedule Update Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project. The PM/CM shall notify the Owner of any delays or impacts to the Project Schedule or Program Schedule and make recommendations to the Owner for corrective action.

- 3.3.4.2 Project Cost Reports: When the Design Professional provides cost estimates at the schematic design, design development and construction documents phases, PM/CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget. The PM/CM shall notify the Owner in writing if the Construction Cost Report exceeds the Project and Construction Budget.

- 3.3.4.3 Cash Flow Report: The PM/CM shall prepare and distribute a Cash Flow Report for the Owner on a monthly basis, or less frequently upon approval from the Owner.

- 3.3.4.5 Construction Phase Procedures: The PM/CM shall prepare procedures for reporting, communications and administration during the Construction Phase for approval by Owner.

3.4 Bid and Award Phase

3.4.1 Project Management/Construction Management

- 3.4.1.1 Pre-qualifying Bidders: The PM/CM shall assist the Owner in developing lists of possible bidders, and in pre-qualifying bidders if pre-qualification is required by the Owner. This service shall include the following: assisting with preparation of pre-qualification questionnaires including customizing questions and scoring procedures to emphasize pre-qualification of bidders that do not have a history of claims or change orders on school projects; distribution of pre-qualification questionnaires; receiving and analyzing completed questionnaires; interviewing possible bidders, bonding agents and financial institutions; checking and calling

references; and preparing recommendations for the Owner. The PM/CM shall maintain written records of all pre-qualification related activities and such records shall be reviewed with the Owner prior to bidding. The PM/CM shall prepare a bidders list for each bid package based on the reviews with the Owner.

- 3.4.1.2      Bidders Interest Campaign: The PM/CM shall conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders. If requested by the Owner, the PM/CM shall conduct community outreach programs as directed by the Owner.
- 3.4.1.3      Notices and Advertisements: The PM/CM shall assist the Owner in preparing and placing notices and advertisements to solicit bids for the Projects.
- 3.4.1.4      Delivery of Bid Documents: PM/CM shall assist the Owner, Owner's legal counsel and Design Professionals in developing and preparing the Bid Documents for the Projects. The PM/CM shall coordinate the printing and delivery of Bid Documents to the bidders. The PM/CM shall maintain a list of bidders receiving Bid Documents.
- 3.4.1.5      Pre-bid Conferences: In conjunction with the Owner and Design Professionals, the PM/CM shall conduct Pre-bid Conferences. These conferences shall be forums for the Owner, PM/CM and Design Professionals to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the Owner's administrative requirements, technical and other information.
- 3.4.1.6      Information to Bidders: The PM/CM shall develop and coordinate procedures to provide answers to bidder's questions.
- 3.4.1.7      Addenda: The PM/CM shall receive from the Design Professionals a copy of all Addenda. The PM/CM shall distribute a copy of all Addenda to each bidder receiving documents.
- 3.4.1.8      Bid Opening and Recommendations: The PM/CM shall assist the Owner in conducting the bid opening and shall evaluate the bids for responsiveness and price. The PM/CM shall make recommendations to the Owner concerning the acceptance or rejection of bids.
- 3.4.1.9      Construction Contracts: The PM/CM shall assist the Owner in the assembly, delivery and execution of the contract documents. The PM/CM shall issue to the Contractors the Notice of Award and the Notice to Proceed provided by the Owner.

- 3.4.1.10      Pre-Construction Conference: In consultation with the Owner and Design Professionals, the PM/CM shall conduct a Pre-Construction Conference during which the PM/CM shall review the Project organization, communication protocols, security, responsibilities and other general Project procedures. The PM/CM shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the PM/CM to the Owner. If applicable, the Pre-Construction Conference shall also review the Owner's Labor Compliance Program in accordance with Labor Code section 1771.5.
- 3.4.1.11      Permits, Insurance and Labor Affidavits: The PM/CM shall assist the Owner in verifying that the Contractor has secured the building permits, bonds, insurance, labor affidavits and waivers as required by the contract documents. Such action by the PM/CM shall not relieve the Contractor or the Owner of their responsibilities to comply with the provisions of the contract documents. The PM/CM shall notify the Owner in writing if the PM/CM determines or observes that the Contractor is not complying with the requirements set forth in this Paragraph.
- 3.4.1.12      Public Relations Activities: The PM/CM shall assist the Owner in all public relations related to the Program including, but not limited to, preparation of Program or Project information, attending internal and public meetings as required, including site meetings, and providing information and updates for any Owner websites related to the Program. The PM/CM shall be the point of contact for the local community during all phases of the Program and during construction of the Projects.
- 3.4.1.13      Rebidding: In the event the bids exceed the Project and Construction Budget and the Owner authorizes rebidding of all or portions of a Project, the PM/CM shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The PM/CM shall cooperate with the Owner and Design Professional as necessary to bring construction costs within the Project and Construction Budget.
- 3.4.1.14      Non-interest in Project: The PM/CM or any of its affiliated entities shall not be a bidder, or perform work for any bidder on any individual contract or Project in the Program.
- 3.4.2          Time Management: The PM/CM shall monitor compliance with the Project Schedule and recommend revisions to the Owner as appropriate. The PM/CM shall notify the Owner if progress is not in compliance with the Project Schedule and Program Schedule.

### 3.4.3 Cost Management

3.4.3.1 Estimates for Addenda: The PM/CM shall review the Design Professional's estimate of costs for all Addenda and shall submit its comments to the Owner and Design Professional for consideration. Project and Construction Budgets shall be adjusted only as directed by the Owner. The PM/CM shall notify the Owner in writing if any cost estimates for the Project exceed the Project and Construction Budget.

3.4.3.2 Analyzing Bids: Upon receipt of the bids, the PM/CM shall evaluate the bids, including alternate prices and unit prices, and shall make a recommendation to the Owner in regard to the award of each construction contract or rejection of bids.

### 3.4.4 Management Information System (MIS)

3.4.4.1 Schedule Maintenance Reports: The PM/CM shall prepare and distribute a Schedule Update Report memo during the Bid and Award Phase. The Report shall compare the actual bid and award dates to scheduled bid and award dates and shall summarize the anticipated impact of any current schedule modifications on the Project Schedule and the Program Schedule.

3.4.4.2 Project Cost Reports: The PM/CM shall prepare and distribute a Project Cost Report Memo during the Bid and Award Phase. The Report shall specify actual award prices and construction costs for the Project compared to the Project and Construction Budget. The PM/CM shall notify the Owner if the actual award prices and construction costs for the Project exceed the Project and Construction Budget.

## 3.5 Construction Phase

### 3.5.1 Project Management/Construction Management

3.5.1.1 On-Site Management and Construction Phase Communication Procedures: The PM/CM shall provide and maintain a full-time management team on site in accordance with Appendix "A" to provide contract administration as an agent of the Owner and to establish and implement coordination and communication procedures among the PM/CM, Owner, Design Professionals and Contractors.

3.5.1.2 Construction Administration and Procedures: The PM/CM shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests and the maintenance of logs for tracking all relevant

information related to the above. Such procedures shall be provided to the Owner for review and approval. The PM/CM shall maintain daily job reports and shall provide the Owner with copies of such reports. As the Owner's representative at the construction site, if provided for in the Construction Phase Procedures approved by the Owner, the PM/CM shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted. The PM/CM, however, shall consult the Owner prior to the approval of any change order requests exceeding \$1,000, and shall be provided with copies of all approved payment applications.

- 3.5.1.3      Construction Coordination: The PM/CM, in cooperation with the Design Professional, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The PM/CM shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The PM/CM shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing. In addition, the PM/CM shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Design Professional and Owner in order to complete the Project in accordance with the contract documents and this Agreement and within the Project and Construction Budget. The PM/CM shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.
- 3.5.1.4      Labor Compliance Program: If applicable, the PM/CM shall assist the Owner in implementing and enforcing its approved Labor Compliance Program ("LCP"). If an audit or investigation conducted by the Owner or its Labor Compliance Consultant indicates a violation of the LCP, the PM/CM shall assist the Owner in preparing a Request for Approval of Forfeiture to be submitted to the Department of Industrial Relations ("DIR"). Based on the DIR's findings, the PM/CM shall notify the Owner of the recommended withholdings from the Contractor(s). The PM/CM shall not be responsible for the LCP Program Administration.
- 3.5.1.5      Project Site Meetings: The PM/CM shall conduct weekly coordination meetings at the Project site with each Contractor, the Owner and the Design Professional. The PM/CM shall record, transcribe and distribute minutes to all attendees, the Owner and Design Professional.

3.5.1.6 Coordination of Other Independent Consultants: Technical inspection and testing provided by the Design Professionals or others shall be coordinated by the PM/CM. The PM/CM shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The PM/CM is not responsible for providing, nor does the PM/CM control, the actual performance of technical inspection and testing. The PM/CM is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

3.5.1.7 Review of Requests for Changes to the Contract Time and Price: The PM/CM shall assist the Design Professionals with a review of the contents of requests for changes to the contract time or price submitted by a Contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the Owner with respect to acceptance of the requests. The PM/CM's review of any requests for changes shall be consistent with the review procedures and timelines set forth in the General Conditions for the Project. The PM/CM's review shall be performed in an expedient manner as to not cause any delays in the Project and to provide the Owner adequate time to review and approve any requests for changes. The PM/CM will implement the Owner's decisions regarding all requests for changes. All changes to the agreement between the Owner and Contractor shall be only by change orders executed by the Owner.

3.5.1.8 Construction Observation: The PM/CM shall assist the Project Inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The PM/CM shall report to the Owner regarding the status of such activity. The PM/CM shall endeavor to guard against defects and deficiencies and shall advise the Owner of any deviations, defects or deficiencies the PM/CM observes in the work. The PM/CM's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the PM/CM to be responsible for those duties and responsibilities which belong to the Project Inspector.

3.5.1.9 Non-Conforming Work: The PM/CM shall, in conjunction with the Project Inspector, review contractor's recommendations for corrective action on observed non-conforming work. The PM/CM shall make recommendations to the Owner, the Design Professional and Project Inspector in instances where the PM/CM observes work that, in its opinion, is defective or not in conformance with the contract documents. The PM/CM shall assist the Project Inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the

Project. The PM/CM shall report to the Owner regarding the status of such activity and provide a written record of the same.

3.5.1.10 Exercise of Contract Prerogatives: The PM/CM shall advise the Owner and make recommendations to the Owner for exercising the Owner's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

3.5.1.11 Contractor Claims: The PM/CM shall be given copies of all notices of claims by Contractors against the Owner for any alleged cause. The PM/CM, jointly with Design Professional, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the Owner. If requested by the Owner, the PM/CM shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be delivered to the Owner and shall be used in claim rulings and negotiations. If requested by the Owner, the PM/CM shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Project Schedule. The report shall also provide a narrative including a recommendation for action to the Owner. If requested by the Owner, the PM/CM shall negotiate claims with the Contractor(s) on behalf of the Owner. The PM/CM shall make written recommendations to the Owner concerning settlement or other appropriate action. Excepting those claims of which the PM/CM is responsible, PM/CM's obligations pursuant to this Paragraph shall cease upon completion of the Project.

3.5.1.12 Record Drawings, Operation and Maintenance Materials: As required by the contract documents, the PM/CM shall receive from the Contractor as-built record drawings (as checked by the Project Inspector and the Design Professional) and documents, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project, and review such documents for completeness and submit documents to the Owner. During construction, the PM/CM shall work with the Project Inspector to confirm that the Contractor is preparing and maintaining the as-built documents required for the Project and shall make recommendations for adequate withholding of retention or progress payments in accordance with the General Conditions in the event the Contractor fails to provide or maintain acceptable as-built documents.

3.5.1.13      Notice of Completion: When the PM/CM, in conjunction with the Design Professional and the Project Inspector determines that the Project is substantially complete, the PM/CM shall assist the Design Professional in conducting inspections of the Project and in preparing a list of all incomplete or unsatisfactory items ("punch-list"). The PM/CM shall coordinate the correction and completion of all punch-list items by the Contractor in accordance with the General Conditions. The PM/CM shall update the Owner on the status of the Contractor's progress in completing all punch-list work. At the conclusion of all corrective action for all punch-list items, PM/CM assist the Design Professional and Project Inspector in performing a final comprehensive review of the Projects and will report the results of that review to the Owner. PM/CM's report will indicate whether the PM/CM, the Design Professional, and the Project Inspector find the work performed acceptable under the contract documents and the relevant Project data, and will make recommendations as to final payment to the Contractor. Following completion of the work or a designated portion thereof, the PM/CM shall provide written recommendations as to when the Owner may file and record a Notice of Completion.

3.5.1.14      Final Payment: In consultation with the Design Professionals and the Project Inspector, the PM/CM shall provide to the Owner a written recommendation regarding final payment to the Contractor.

## 3.5.2      Time Management

3.5.2.1      Project and Program Schedule: The PM/CM shall, on at least a quarterly basis during construction, adjust and update the Project Schedule and Program Schedule and distribute copies to the Owner. Recommendations for such adjustments to the Project or Program Schedules shall be made to the Owner, and upon Owner's approval shall be incorporated by the PM/CM.

3.5.2.2      Contractor's Construction Schedule: The PM/CM shall review each Contractor's Construction Schedule and shall verify that the schedule is consistent with the Project Schedule, prepared in accordance with the requirements of the contract documents, and that it establishes completion dates that comply with the requirements of the contract documents. If changes in the Project Schedule maintained by the PM/CM are appropriate, the PM/CM shall make such modifications only as approved by the Owner.

3.5.2.3      Construction Schedule Reports: The PM/CM shall, on a monthly basis, review the progress of construction of each Contractor, shall evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule and shall review such percentages with the Contractor. The PM/CM's review shall indicate the



actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The PM/CM shall advise and make recommendations to the Owner concerning the alternative courses of action that the Owner may take in its efforts to achieve contract compliance by the Contractor.

3.5.2.4      The PM/CM Review of Time Extension Requests: Prior to the issuance of change orders, the PM/CM shall advise the Owner as to the effect on the Project Schedule of time extensions requested by the Contractor.

3.5.2.5      Recovery Schedules: The PM/CM shall review and provide recommendations to the Owner regarding the recovery schedule submitted by the Contractor for compliance with the contract documents and how the Contractor can complete the Project in a timely manner.

### 3.5.3      Cost Management

3.5.3.2      Allocation of Cost to the Contractor's Construction Schedule: When required by the contract documents, the Contractor's Construction Schedule shall have the total contract price allocated among the Contractor's scheduled activities so that each of the Contractor's activities shall be allocated a price and the sum of the prices of the activities all equal the total contract price (schedule of values). The PM/CM shall review the contract price allocations and verify that such allocations are made in accordance with the requirements of the contract documents. The PM/CM's recommendations for progress payments to the Contractor shall be based on the Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule Reports and the Contractor's compliance in accordance with the contract documents.

3.5.3.3      Change Order Control: The PM/CM shall establish and implement a change order control system for all change orders (Owner generated or Contractor generated) within the construction project manual and shall be provided to the Owner as a required deliverable under this Agreement. The PM/CM's change order control system shall be consistent with the requirements set forth in the contract documents and shall be coordinated with the change order provisions in the General Conditions. All Owner generated proposed change orders shall first be described in detail by the Design Professionals in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Design Professionals. In response to the request for a proposal, the Contractor shall submit to the PM/CM and Design Professionals for evaluation detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change work order. In concert with the Design Professionals, the PM/CM shall discuss the

proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. The PM/CM shall make recommendations to the Design Professionals and Owner of whether the PM/CM believes the change in the work is in the best interest of the Project, prior to the Owner's execution of change orders. The PM/CM shall verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule. The PM/CM's change order control system for any Contractor generated change orders shall be in accordance and consistent with the contract documents including the General Conditions.

3.5.3.4        Cost Records: In instances when a lump sum or unit price is not determined prior to performing work described in a request for a proposal as provided in Article 3.5.3.3, the PM/CM shall request from the Contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractor's incurred by the Contractor in performing the work that is consistent with the contract documents including the General Conditions.

3.5.3.5        Progress Payments: In consultation with the Design Professionals, the PM/CM shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. The PM/CM shall make appropriate adjustments to each payment application and shall prepare and forward to the Owner a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by the PM/CM and delivered to the Owner. The requirements under this Paragraph shall be in accordance and consistent with the contract documents including the General Conditions. The PM/CM's review and recommendations regarding payment applications from the Contractor shall be performed in an expedient manner as to not cause any delays.

3.5.4        Management Information System (MIS) (Construction Status Log)

3.5.4.1        Schedule Update Reports: The PM/CM shall include a comparison of the actual construction dates to scheduled construction dates of each separate contract, milestone dates (if any), and to the Project Schedule in the Construction Status Log which shall be updated prior to each Board Meeting or less frequently as directed by the Owner.

3.5.4.2        Project Cost Reports: The PM/CM shall include a comparison of the actual Project and construction costs compared to the Owner-approved Project and Construction Budget in the Construction Status Log which

shall be updated prior to each Board Meeting or less frequently as directed by the Owner.

3.5.4.3 Project and Construction Budget Revision: The PM/CM shall make written recommendations to the Owner on the impact of construction changes that may result in revision to the Project and Construction Budget.

3.5.4.4 Progress Payment Reports: The PM/CM shall include in the Construction Status Log the total construction contract price, payment to date, current payment requested, retainage and actual amounts owed this period. The PM/CM shall also prepare Certificates of Payment that shall be signed by the PM/CM, and delivered to the Owner for use by the Owner in making monthly payments to the Contractor.

3.5.4.5 Change Order Reports: The PM/CM shall include in the Construction Status Log the status of all Owner-approved change orders, the cost established in the change order, time impacts, if any, and the percent of completion of the change order work.

3.5.4.6 Contractors' Safety Program Report: To the extent required by OSHA or any other public agency, PM/CM shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. The PM/CM shall verify that safety Programs are submitted to the Owner by each Contractor, as required by the contract documents.

### 3.6 Post-Construction Phase

#### 3.6.1 Project Management

3.6.1.1 Record Documents: The PM/CM shall coordinate and expedite submittals of information from the Contractors for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of Record Documents to the Owner in accordance with Article 3.5.1.12.

3.6.1.2 Organize and Index Operation Maintenance Materials: Prior to the final completion of the Project, the PM/CM shall confirm that the Contractors provide all manufacturers' operations and maintenance manuals, keys, warranties and guarantees and any other documents required under the contract documents and compile and submit all such documents to the Owner.

3.6.1.3 Training Sessions: The PM/CM shall coordinate and schedule training sessions, if necessary, for the Owner's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

- 3.6.1.4 Initial Start-up and Testing: With the Design Professional and the Owner's maintenance personnel, the PM/CM shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The PM/CM shall coordinate and assist Owner in the move-in for the Projects.
- 3.6.1.5 Recommendations to Owner: The PM/CM shall endeavor to achieve satisfactory performance from each Contractor. The PM/CM shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.
- 3.6.1.6 Permits: The PM/CM shall assist the Owner in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- 3.6.1.7 Close-Out Documents: The PM/CM, shall coordinate with the Owner and Design Professionals in securing and processing of all necessary paperwork and close-out documents with the Office of Public School Construction, Division of the State Architect and any other applicable public agencies.
- 3.6.3 Cost Management
- 3.6.3.1 Change Orders: The PM/CM shall continue to provide services related to change orders as specified in Article 3.5.3.3 during the Post-Construction Phase.
- 3.6.4 Close-out Reports: At the conclusion of the Project, the PM/CM shall prepare final Project Cost and close-out reports.
- 3.6.5 Accounting Records: The PM/CM shall establish and administer an appropriate Project accounting system in conjunction with the Owner and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 3.6.5 Owner-Furnished Equipment: The PM/CM shall assist the Owner in services related to the procurement, storage, maintenance and installation of the Owner-furnished equipment, materials, supplies and furnishings.

3.6.6 Furnishings and Equipment: The PM/CM shall assist the Owner with bidding and procurement of furnishings and equipment necessary for the Projects contained in the Program Master Plan.

3.6.7 Occupancy Plan: The PM/CM shall assist the Owner in the preparation of an Occupancy Plan that shall include a schedule for relocation for furniture, equipment and the Owner's personnel. The PM/CM shall coordinate and oversee the move-in of the Owner's furniture, equipment and personnel. This schedule shall be provided to the Owner as a required deliverable under this Agreement.

3.6.8 MIS Reports for Move-in and Occupancy: The PM/CM shall prepare and distribute reports associated with the Occupancy Plan.

### 3.7 Additional Services

3.7.1 At the request of the Owner, the PM/CM shall perform Additional Services and the PM/CM shall be compensated for same as provided in Article 7 of this Agreement. The PM/CM shall perform Additional Services only after the Owner and PM/CM have executed a written Amendment to this Agreement providing such services and have agreed upon a price for such services. Costs for any Additional Services shall be in accordance with the rates set forth in Appendix "A". Any adjustments to the rates set forth in Appendix "A" shall be based on the Consumer Price Index (labor only) for the Ventura County area. Additional Services may include the following:

3.7.1.1 Services related to investigation, appraisal or evaluation of existing conditions, facilities or equipment or determination of the accuracy of existing drawings or other information furnished by the Owner, except as required in Article 2.

3.7.1.2 Services related to determination of space needs;

3.7.1.3 Preparation of architectural programs;

3.7.1.4 Services related to tenant or rental spaces;

3.7.1.5 Preparation of a Project financial feasibility study;

3.7.1.6 Preparation of financial, accounting or MIS reports not provided under Basic Services;

3.7.1.7 Performance of technical inspection and testing;

- 3.7.1.8 Services related to recruiting and training of maintenance personnel;
- 3.7.1.9 Services related to claims analysis except as required under this Agreement;
- 3.7.1.10 Performing warranty inspections during the warranty period of the Project;
- 3.7.1.11 Consultation regarding replacement of Work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work;
- 3.7.1.13 Services made necessary by the default of a Contractor that do not arise from any actions on the part of the PM/CM;
- 3.7.1.14 Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding;
- 3.7.1.15 Services related to final move-in to completed Projects including preparing and soliciting responses to requests for proposals, preparing and coordinating the execution of contracts, conducting pre-moving conferences, and administering the contract for moving activities in conjunction with move-in for the Project except as required under Article 3.6.7. (This section does not apply to relocation or interim housing required in order to complete any Projects included in the Program.)

#### **ARTICLE 4 DURATION OF THE PROGRAM MANAGER'S/ CONSTRUCTION MANAGER'S SERVICES**

- 4.1 The initial term of this Agreement shall be one year from the date of execution of this Agreement or the date of Notice to Proceed issued by the Owner to the PM/CM. The initial term may be extended by four annual options exercised at the Owner's sole discretion. The duration of this Agreement, however, shall not exceed a total cumulative time period of five years in accordance with Education Code section 17596 without the parties entering into another agreement.
- 4.2 Any annual extensions or renewal options of this Agreement at the end of the one-year initial term will be solely at the option of the Owner based upon the PM/CM's performance, program status, funding and other factors. If determined to be in the best interest of the Owner, the Owner will extend this Agreement for additional one-year term(s). Any extensions or renewals beyond the initial term plus renewal options will be set forth in a written addendum or amendment to this Agreement executed by the Owner and PM/CM.

- 4.3 Within thirty (30) days prior to the expiration of the initial term or any extensions or renewals, under this Article 4, the Owner shall provide PM/CM written notice of its intent to extend or renew the Agreement in accordance with this Article. The parties shall then execute a written amendment or addendum to this Agreement that shall include an agreed upon scope and costs anticipated for the extended term of this Agreement.
- 4.4 If the Owner does not exercise its discretion to extend or renew this Agreement and the Program is still not complete, the PM/CM shall review the current status of the Program and all Projects and prepare a comprehensive report. The report shall include an evaluation of the current scope, budget and schedules for all Projects and the overall Program. The report shall also include any action that the Owner must take in order to minimize impacts on budget and schedules related to each Project and the Program. The PM/CM shall deliver all documents set forth in Article 9.4 to the Owner and as required under Article 11. The Owner shall compensate PM/CM for all approved costs and expenses in accordance with this Agreement including any reports or evaluations required in this Paragraph.
- 4.5 The Owner shall annually evaluate the PM/CM's performance including, but not limited to, performance in accordance with this Agreement, coordination of services with the Owner and its consultants, providing information to the Owner and the Board regarding budgets and schedules, working relationship with Owner's staff, providing all required deliverables and other issues as determined by the Owner. Based on this evaluation, the parties may mutually agree to make any revisions or amendments to this Agreement in writing including adjustments to the PM/CM's fee or compensation, manpower being provided by the PM/CM and any other issues deemed appropriate by the Owner. The final decision to make any changes in accordance with this Paragraph shall be at the Owner's sole discretion.

## **ARTICLE 5: CHANGES IN THE PROGRAM MANAGER/ CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION**

### **5.1 Owner Changes**

- 5.1.1 The Owner, without invalidating this Agreement, may make changes in the PM/CM's Basic Services specified in Articles 2 and 3 of this Agreement. The PM/CM shall promptly notify the Owner of changes that increase or decrease the PM/CM's compensation or the duration of the PM/CM's Basic Services or both.

### 5.1.2 Additional Compensation and Changes in Duration

With approval from the Owner, the PM/CM shall be entitled to receive additional compensation when the scope of Basic Services is increased or extended through no fault of the PM/CM. If the scope or the duration of the PM/CM's Basic Services is extended, the PM/CM shall be entitled to receive additional compensation. A written request for additional compensation shall be given by the PM/CM to the Owner within thirty (30) days of the occurrence of the event giving rise to such request.

### 5.1.3 Changes in the PM/CM's Basic Services

Changes in the PM/CM's Basic Services or duration of this Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the PM/CM. The Amendment shall be executed by the Owner and PM/CM prior to the PM/CM performing the services required by the Amendment. The PM/CM shall proceed to perform the services required by the Amendment only after receiving written notice directing the PM/CM to proceed.

### 5.1.4 Payment of Additional Compensation

The PM/CM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Agreement.

## **ARTICLE 6: OWNER'S RESPONSIBILITIES**

- 6.1 The Owner shall provide to the PM/CM complete information regarding the Owner's requirements for the Projects included in the Programs.
- 6.2 The Owner shall examine information submitted by the PM/CM and shall render decisions pertaining thereto promptly.
- 6.3 The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Projects included in the Program.
- 6.4 If the Owner observes or otherwise becomes aware of any fault or defect in the Projects or the PM/CM's services, or any nonconformity with the contract documents, the Owner shall give prompt written notice thereof to the PM/CM. The Owner's failure or omission to do so shall not relieve the PM/CM's duties and responsibilities under this Agreement. The Owner shall have no duty to observe, inspect or investigate the Projects.



- 6.5 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the PM/CM, consistent with this Agreement and in accordance with the planning and scheduling requirements, and budgetary restraints of the Projects.
- 6.6 The Owner shall retain Design Professionals whose services, duties and responsibilities shall be described in a written agreement between the Owner and Design Professionals. The services, duties and responsibilities set out in the agreement between the Owner and the Design Professionals shall be compatible and consistent with this Agreement and the contract documents. The Owner shall, in its agreement with the Design Professionals, require that the Design Professionals perform its services in cooperation with the PM/CM, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Projects as determined by the Owner and documented by the PM/CM.
- 6.7 The Owner shall cause any and all agreements between the Owner and the Contractor to be compatible and consistent with this Agreement. Each of the agreements shall include waiver of subrogation and shall expressly recognize the PM/CM as the Owner's agent in providing the PM/CM's Basic and Additional Services specified in this Agreement.
- 6.8 At the request of the PM/CM, a reasonable number of copies of the contract documents shall be furnished to the PM/CM to permit the timely performance of services, by the Owner at the Owner's expense.
- 6.9 The Owner shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.10 The Owner, its representatives and consultants shall communicate with the Contractor through the PM/CM. The PM/CM, however, shall carbon copy or inform the Owner in writing of any decisions or directions the PM/CM makes on behalf of the Owner that may impact the cost, schedules or scope of the Program or Projects.
- 6.11 The Owner shall send to the PM/CM and shall require the Design Professionals to send to the PM/CM, copies of all notices and communications sent to or received by the Owner or Design Professionals relating to the Projects. During the Construction Phase of the Projects, the Owner shall require that the Contractors submit all notices and communication relating to the Projects directly to the PM/CM. The PM/CM, however, shall not interfere with the professional or statutory responsibilities of the Design Professional for the Projects, nor restrict

the activities of the Project Inspector, special inspector, testing laboratory representatives and the field engineers of DSA in the performance of their duties.

- 6.12 The PM/CM shall take direction on the Program only from the Owner's designated representative. The Owner shall designate an officer, employee or other authorized representatives to act in the Owner's behalf with respect to the Projects. The Owner's representative for the Projects is the Assistant Superintendent of Business and Administrative Services or his designee. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Changes to the contract and to the scope of the contract shall be subject to the approval of the Board of Education.
- 6.13 The Owner shall fulfill all their contract obligations in their contract with the A/E's and contractor(s), including making periodic progress payments after considering recommendations for such payments by the PM/CM.

## **ARTICLE 7: COMPENSATION AND PAYMENT**

### **7.1 Compensation for Basic Services**

The Owner shall compensate the PM/CM in accordance with Appendix "A" for all Basic Services described in Articles 2 and 3.

### **7.2 General Conditions**

All approved General Condition items and their corresponding costs are set forth in Appendix "B". All General Condition items shall be billed at their actual cost, and the PM/CM shall take all reasonable steps necessary to obtain the most competitive prices available for these items. PM/CM shall invoice General Conditions costs monthly in a format approved by the Owner. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other documentation reasonably acceptable to the Owner. If PM/CM desires to be reimbursed for any other General Conditions costs not specifically set forth in Appendix "B", PM/CM shall submit a list of these General Condition items to the Owner for its approval. The cost of any additional items shall not be paid unless advance written authorization is provided by the Owner to PM/CM to obtain the item.

### **7.3 Payment**

Payment to be made by the Owner to the PM/CM for the cost of providing services will be based on monthly invoices which will set forth the hours actually worked during the billing period consistent with Appendix "A". The PM/CM will submit an invoice monthly to the Owner for the Fee and General Conditions

incurred for the billing period. The Owner shall make payment to the PM/CM of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the approved invoice.

#### 7.4 Payment Disputes

If the Owner objects to any portion of an invoice, the Owner shall so notify the PM/CM in writing within fifteen (15) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with Article 10.

#### 7.5 State Audit

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of Owner, Contractor, or any Subcontractor connected with the performance of this contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000), including but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of the Owner or as part of any audit of Owner, for a period of three (3) years after final payment is made under this contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

#### 7.6 Compensation for Additional Services

The PM/CM shall be compensated for any Additional Services as agreed upon in writing by the Owner and in accordance with Article 3.7.

### **ARTICLE 8: INSURANCE AND INDEMNIFICATION**

#### 8.1 PM/CM's Liability Insurance

- 8.1.1 PM/CM shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the Owner which will protect PM/CM and Owner from claims which may arise out of or result from PM/CM's actions or inactions relating to this Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- 8.1.1.1 Claims under Worker's Compensation, that are applicable to the work performed.
- 8.1.1.2 Claims for damages because of bodily injury or death of any person other than PM/CM's employees.
- 8.1.1.3 Claims for damages insured by usual personal injury liability coverage.
- 8.1.1.4 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom.
- 8.1.1.5 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 8.1.2 All policies of insurance, as required under this Article shall be written for not less than the following limits of liability:
  - a. Workers' Compensation and Employers Liability  
 Amounts in accordance with the laws of the State of California, but not less than \$1,000,000.00.
  - b. Commercial General Liability
    - 1. Personal Injury:  
 \$2,000,000 Each Occurrence  
 \$5,000,000 Aggregate
    - 2. Property Damage:  
 \$2,000,000 Each Occurrence  
 \$5,000,000 Aggregate
  - c. Comprehensive Automobile Liability (Owned, Non-Owned, Hired)
    - 1. Bodily Injury & Property Damage (CSL-Combined Single Limit):  
 \$2,000,000 Each Person  
 \$2,000,000 Each Accident/ Each Occurrence
    - 2. Uninsured Motorist:  
 \$2,000,000 Each Occurrence

d. Contractual Liability

1. Bodily Injury:  
\$2,000,000 Each Occurrence
2. Property Damage:  
\$2,000,000 Each Occurrence  
\$1,000,000 Aggregate

e. Professional Liability

1. \$ 10,000,000 Aggregate

8.1.3 The required policies shall contain a provision that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Owner and shall include an endorsement making the Owner an additional insured under the policies. Certificates of insurance showing such coverages to be in force at all times and shall be filed with the Owner prior to commencement of the PM/CM's services.

8.2 Other's Insurance

The Owner shall require the Contractors to name the PM/CM and its employees, agents, representatives and subconsultants as additional insured in all insurance policies obtained the Projects included in the Program.

8.3 Notices and Recovery

The Owner and PM/CM each shall provide the other with copies of all policies obtained for the Projects. Each party shall provide the other thirty (30) days of notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

8.4 Waiver of Subrogation

The Owner and PM/CM waive their rights to subrogation to the extent that their respective insurance policies respond to any claim.

8.5 Indemnity

8.5.1 To the fullest extent permitted by law, and subject to the limitations of Civil Code §2782, PM/CM agrees to indemnify, defend and hold Owner, its board members, employees, and officers harmless from liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to PM/CM's employees or PM/CM's subcontractor's employees arising out of PM/CM's work under this Agreement;

(b) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the PM/CM or any person, firm or corporation employed by the PM/CM upon or in connection with the Projects or Program, except for liability resulting from the sole or active negligence, or willful misconduct of the Owner, its board members, officers, employees, agents or independent consultants who are directly employed by the Owner; and

(c) Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the PM/CM, or any person, firm or corporation employed by the PM/CM, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the Owner, arising out of, or in any way connected with the Projects or Program, including injury or damage either on or off Owner property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the Owner.

The PM/CM at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its board members, officers, or employees, on account of any of the causes identified within sub-sections (a), (b) and (c) herein, and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, or employees in any actions, suit or other proceedings as a result thereof.

Said indemnity is intended to apply during the period of this Agreement of PM/CM's performance and shall survive the expiration or termination of this Agreement until such time as action against Owner on account of any matter covered by such waiver of indemnity is resolved or barred by the applicable statute of limitation.

#### 8.5.2

The Owner shall cause the Contractors to indemnify and hold harmless the PM/CM and its employees, agents, representatives and subconsultants from and against any and all claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or property damage, costs, expenses and fees that are

asserted against the PM/CM and that arise out of or result from wrongful acts or omissions by the Contractor in performing the Work.

## **ARTICLE 9: TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

### **9.1 Termination for Cause**

9.1.1 The Owner may give ten (10) days written notice to PM/CM of Owner's intent to terminate the PM/CM's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or PM/CM's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such ten (10) days, PM/CM fails to cure the performance as set forth in the Owner's notice of intent to terminate the PM/CM's services, Owner may issue a notice of termination or suspension. At that time, PM/CM's services shall be suspended or terminated as set forth in Owner's notice. In the event of termination due to a breach of this Agreement by PM/CM, the compensation due PM/CM upon termination shall be reduced by the amount of damages sustained by Owner due to such breach.

9.1.2 In the event of termination by Owner as provided herein for cause:

- (i) Owner shall compensate PM/CM for the value of the services performed and delivered to Owner upon termination as determined in accordance with this Agreement, subject to all rights of offset and back-charges, but Owner shall not compensate PM/CM for its costs in terminating this Agreement or any cancellation charges PM/CM may owe to third parties; and
- (ii) PM/CM shall remain fully liable for the failure of any services performed through the date of such termination to comply with the provisions of this Agreement. The provisions of this Section shall not be interpreted to diminish any right that Owner may have to claim and recover damages for any breach of this Agreement, but rather, PM/CM shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with this Agreement.

9.1.2 In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, PM/CM agrees to continue the work diligently to completion and the Owner agrees make payments for all undisputed services. If the dispute is not resolved, PM/CM agrees it will neither rescind the Agreement nor stop the progress

of the work. Disputes will be resolved in accordance with the provisions of Article 10 so long as such dispute resolution procedures will not result in any delays to any Project or the Program.

## 9.2 Termination Without Cause (For Convenience)

- 9.2.1 Owner shall also have the right in its absolute discretion to terminate this Agreement in the event the Owner is not satisfied with the working relationship with PM/CM or without cause following fourteen (14) days prior written notice from Owner to PM/CM.
- 9.2.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by Owner, PM/CM shall:
- (i) Stop all services under this Agreement on the date and to the extent specified in the Notice of Termination;
  - (ii) Place no further orders or subcontracts (including agreements with sub-consultants) for materials, services, or facilities;
  - (iii) Terminate all orders and subcontracts to the extent that they relate to performance of services terminated by the Notice of Termination;
  - (iv) Assign to Owner in the manner, at times, and to the extent directed by Owner, all right, title, and interest of PM/CM under orders and subcontracts so terminated;
  - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to the extent Owner may require. Owner's approval or ratification shall be final for purposes of this clause;
  - (vi) Transfer title and possession to Owner, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by Owner, completed and uncompleted services, supplies, and other material produced in connection with performance of services terminated by the Notice of Termination (including information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to Owner; Owner acknowledges that said documents were prepared for the purpose of the Projects and Program; and



- (vii) Take such action as may be necessary, or as Owner may direct, for the protection and preservation of property related to this Agreement which is in PM/CM's possession and in which Owner has or may acquire an interest.

9.2.3 In the event that Owner chooses to terminate this Agreement for convenience or without cause, PM/CM shall be compensated for all approved services performed and all approved expenses incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the PM/CM for approved Additional Services. In addition to the compensation described above, PM/CM shall also be reimbursed for reasonable termination for convenience costs through the payment of approved fees incurred by the PM/CM for last full month immediately prior to the date of the Notice of Termination for Convenience. This payment is agreed to compensate PM/CM for any damages resulting from early termination and is consideration for entry into this termination without cause (for convenience) clause.

### 9.3 Suspension of Services

9.3.1 Owner may, without cause, order PM/CM to suspend, delay or interrupt services pursuant to this Agreement, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner shall deliver to PM/CM written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof.

9.3.2 If a Project or the Program is suspended in whole or in part for more than three (3) months, the PM/CM shall be compensated for all approved services performed prior to receipt of written notice from the Owner of such suspension or abandonment, and for reasonable costs of suspension and work in progress by the PM/CM at such time. If a Project or the Program is resumed after being suspended for more than three (3) months, the PM/CM's compensation shall be resumed in a similar manner (prorated portion of any lump sum agreement, based upon time remaining), and PM/CM shall be entitled to recover reasonable service resumption and/or remobilization costs. PM/CM shall provide substantiating documents to support any service resumption and/or remobilization costs for the Owner's review and approval. Any services provided by the PM/CM at the request of the Owner during the period of suspension shall be subject to equitable compensation, which compensation shall not be applied against any fixed limits of fee or costs provided for within this Agreement.

- 9.3.3 If a Project or the Program is suspended in whole or in part for more than three (3) months, and if no arrangement is made between the Owner and the PM/CM to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to the Project or the Program to other Projects may occur. In the event that the suspended Project or Program is then resumed, the PM/CM shall re-staff the Project or the Program to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to so using many of the original personnel as is then practical. Where Individuals assigned to the Project or the Program at the time of suspension are not reasonably available at the time of resumption, the PM/CM shall assign other personnel of similar skill and experience reasonably approved by the Owner.
- 9.3.4 The PM/CM shall reduce the size of the Project-site staff after thirty (30) days delay or sooner, if feasible, for the remainder of the delay period, the Owner shall reimburse the PM/CM only for the actual costs of such reduced staff during such delay up to a maximum of ninety (90) days delay. If such delay shall exceed ninety (90) days in duration, any Project-site staff remaining on the Project at the Owner's request shall constitute Additional Services and shall be compensable on that basis through the end of any stoppage period. Upon termination of the stoppage, the PM/CM shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.
- 9.3.5 Notwithstanding anything to the contrary contained in this Article 9.3, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which PM/CM is responsible.

#### 9.4 \* Delivery of Documents

Upon termination, abandonment or suspension, PM/CM shall deliver to the Owner all tangible aspects of its services under this Agreement in their current condition, including but not limited to, all copies (electronic and hard copy) of Project or Program records, and contracts with vendors and sub-consultants, and all other documentation and materials as may have been accumulated by the PM/CM in performing this Agreement, whether completed or in process associated with a Project or the Program in accordance with Article 11. In no case shall PM/CM refuse to release said documents and information to the Owner after ten (10) days written notice by the Owner. PM/CM agrees that the Program and Projects are ongoing and failure to release such documents and information may result in Owner damages, the costs of which will be charged to the PM/CM. Said Project and Program records shall be indexed and

appropriately organized for easy use by Owner personnel. The PM/CM shall be entitled to keep copies of all documents submitted to the Owner at its own cost.

## **ARTICLE 10: DISPUTE RESOLUTION**

- 10.1 In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, PM/CM agrees to continue the work diligently to completion. If the dispute is not resolved, PM/CM agrees it will neither rescind this Agreement nor stop the progress of the work. In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Owner and the PM/CM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties agree otherwise. If, however, efforts to mediate should fail, the PM/CM's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Projects have been completed, and not before.

## **ARTICLE 11: OWNERSHIP OF DOCUMENTS, DATA & SYSTEMS**

- 11.1 Any interest (including copyright interests) of PM/CM or its contractors or sub-consultants, in studies, reports, memoranda, or any other documents (including electronic media) prepared by PM/CM or its sub-consultants in connection with the Program or Projects, shall become the property of Owner. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of Owner. In the event that it is ever determined that any works created by PM/CM or its sub-consultants under this Agreement are not works for hire under U.S. law, PM/CM hereby assigns to Owner all copyrights to such works. Owner hereby approves PM/CM's retention of use of copies of such works for reference and as documentation of experience and capabilities.
- 11.2. The Owner and/or the PM/CM shall each have the right to use, without restriction, any information systems (including cost tracking system) developed by the PM/CM.

## **ARTICLE 12: ADDITIONAL PROVISIONS**

### **12.1 Confidentiality**

The PM/CM and Owner shall not disclose or permit the disclosure of any confidential information, except to their respective agents, employees and other

consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

## 12.2 Limitations and Assignment

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the PM/CM shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the Owner. Any attempted assignment without such consent shall be invalid.

## 12.3 Governing Law

This Agreement shall be governed by the laws of the State of California and any policies/regulations adopted thereunder ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

## 12.4 Extent of Agreement

This Agreement represents the entire and integrated agreement between the Owner and the PM/CM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the PM/CM. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

## 12.5 Severability

If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

## 12.6 Meaning of Terms

References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

## 12.7 Notices

All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:

Oak Park Unified School District  
 Attn: Martin Klauss  
 Assistant Superintendent, Business and Administrative Services  
 5801 E. Confer Street  
 Oak Park, CA 91377

To the PM/CM:

Barnhart, Inc (A Heery International Company)  
 Attn: Eric Stenman, President  
 10760 Thornmint Road  
 San Diego, CA 92127

12.8 Publication, Reproduction, and Use of Material

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the PM/CM. Owner shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement without the permission of the PM/CM.

12.9 PM/CM Not an Officer or Employee of Owner

While engaged in carrying out and complying with the terms and conditions of this Agreement, the PM/CM is an independent contractor and not an officer or employee of the Owner.

This Agreement is executed as of the day and year first written above.

**OWNER**

**BARNHART, INC. (A HEERY  
 INTERNATIONAL COMPANY)**

By: Martin Klauss  
 Title: Assistant Superintendent,  
 Business Services and  
 Administrative Services

By: Eric Stenman  
 Title: President

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Hugh Lee", written over a horizontal line.

HUGH W. LEE, ESQ.  
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

## APPENDIX "A"

**A.** The estimates set forth in this Appendix "A" are only for two following scopes of work to be performed in accordance with this Agreement: (1) "Quick Start" Projects that will be completed during the summer of 2009; and (2) the master planning/programming services for the Measure R bond. As currently contemplated, the "Quick Start" Projects will include the following work:

- Reroofing at Red Oak Elementary, Oak Hills Elementary and Media Middle Schools
- Parking lot work at Oak Park High School and Brookside Elementary School
- Partial door replacement at Media Middle School
- Painting at various school sites
- Other mutually agreed upon Projects that PM/CM agrees can be completed within their cost projection laid out below

The Master Planning/Programming and Program Management Phase services to be provided in accordance with the Agreement will be initiated as soon as practicable with the intent to develop a comprehensive Program Management documents to accomplish those Projects (or as much as possible) as outlined in Measure R, which is based in large part, but not exclusively, on the PCA report (copies of which have been provided to PM/CM). All references to specific Articles or Sections in the Appendix that reference the Agreement are for informational purposes only and are not intended to limit the work to only those Article or Sections of the Agreement.

**B.** All estimates and costs set forth in this Appendix shall not be exceeded under any circumstances without prior written approval of the Owner.

**C.** All costs invoiced by PM/CM pursuant to this Appendix shall be accompanied by and supported by documentation requested and approved by the Owner. Such documentation and information shall include, without limitation, time sheets, payroll records, receipts, invoices, or any other documents reasonably requested by the Owner that show an accounting of the hours spent and a description of the specific task performed. Failure to substantiate any costs or provide supporting information to the Owner's reasonable satisfaction shall result in the PM/CM not being compensated.

D. At the Owner's sole discretion, it may request PM/CM to provide amended, additional or supplemental Appendices such as the one below for other services in accordance with this Agreement. At that time, the PM/CM shall provide estimates for any Basic Services set forth in the Agreement for review and written approval by the Owner. The parties may also agree that any future services may be negotiated as a fixed fee, a percentage of construction costs or any other mutually agreeable fee structure. All such services and costs shall be in accordance with this Agreement.



Measure "R"

## OAK PARK USD

Barnhart, Inc

**HOURLY RATES FULLY BURDENED**

Data Entry Clerk	\$	65
Document Controls Clerk	\$	65
Computer Systems Analyst	\$	85
Construction Manager	\$	160
Construction Manager, Sr.	\$	188
DSA Closeout Specialist	\$	150
Estimator	\$	110
Superintendent QA/QC Coordinator	\$	120
Project Manager	\$	138
Project Manager Sr.	\$	150

**YEAR # 1 PHASE 1 QUICK START PROJECTS**

4/2009 THRU 10/2009

6 Months/ 26 Weeks

Person	Position	Rate	Hours/week	Weeks	Total Hours	Cost
CH/BC	VP	\$ 188	4	26	104	\$ 19,552
KH	CM	\$ 160	20	26	520	\$ 83,200
DK	Sr PM	\$ 150	8	26	208	\$ 31,200
	Super QC/QA	\$ 120	40	20	800	\$ 96,000
Optional	Super QC/QA	\$ 120	40	12	480	\$ 57,600
	Clerk	\$ 65	8	26	208	\$ 13,520
SUBTOTAL YEAR # 1 PHASE 1 QUICK START PROJECTS						\$ 301,072

**YEAR # 1 PHASE I MASTER PLANNING / PROGRAM MANAGEMENT**

4/2009 THRU 10/2009

6 Months/ 26 Weeks

The following activities are to occur concurrently with Year #1, Phase #1 Quick Start Projects

**3.1.3 Program Master Plan**

CH	VP	\$ 188	4	26	104	\$ 19,552
KH	CM	\$ 160	8	26	208	\$ 33,280
DK	Sr PM	\$ 150	8	26	208	\$ 31,200
	Clerk	\$ 65	8	26	208	\$ 13,520
BH	Funding Spec	\$ 200	8	26	208	\$ 41,600
Note; \$7,500 per funding application filed with OPSC						\$ 139,152

**3.1.3.1 Master Program Scope**

CH	VP	\$ 188	2	26	52	\$ 9,776
KH	CM	\$ 160	4	26	104	\$ 16,640
DK	Sr PM	\$ 150	4	26	104	\$ 15,600
	Clerk	\$ 65	4	26	104	\$ 6,760
						\$ 48,776

**3.1.3.2 Program Master Plan Project Priorities**

CH	VP	\$	188	0.5	26	13	\$	2,444
KH	CM	\$	160	0.5	26	13	\$	2,080
DK	Sr PM	\$	150	0.5	26	13	\$	1,950
								<hr/>
								\$ 6,474

**3.1.3.3 Program Master Schedule**

CH	VP	\$	188	0.5	26	13	\$	2,444
KH	CM	\$	160	4	26	104	\$	16,640
DK	Sr PM	\$	150	4	26	104	\$	15,600
	Clerk	\$	65	2	26	52	\$	3,380
								<hr/>
								\$ 38,064

**3.1.3.4 Program Budget**

CH	VP	\$	188	1	26	26	\$	4,888
KH	CM	\$	160	3	26	78	\$	12,480
DK	Sr PM	\$	150	4	26	104	\$	15,600
	Estimating	\$	110	8	26	208	\$	22,880
								<hr/>
								\$ 55,848

**3.1.3.5 Program Management Information System (MIS)**

CH	VP	\$	188	0	26	0	\$	-
KH	CM	\$	160	0.5	26	13	\$	2,080
DK	Sr PM	\$	150	1	26	26	\$	3,900
	Clerk	\$	65	6	26	156	\$	10,140
								<hr/>
								\$ 16,120

SUBTOTAL YEAR # 1 PHASE I PROGRAM MANAGEMENT / MASTER PLANNING \$ 304,434

Subtotal 1st 6 Months	\$ 605,506
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**APPENDIX "B"**

**GENERAL CONDITIONS COSTS**

**A.** The General Conditions set forth below shall be paid in accordance with Article 7 of this Agreement.

**B.** If the PM/CM anticipates incurring any reimbursable expenses under this Agreement, the PM/CM shall provide a list of proposed reimbursable expenses and their estimates for review and approval by the Owner prior to incurring any such expenses. Any approved reimbursable expenses shall be reimbursed to the PM/CM at cost plus 5%. All reimbursable expenses submitted by the PM/CM shall be accompanied by and supported by documentation requested and approved by the Owner. Such documentation shall include, without limitation, time sheets, payroll records, receipts, invoices, or any other documents reasonably requested by the Owner.

## OAK PARK USD

## Measure "R"

**Staffing Hourly Rate Fully Burdened Includes;**

Hourly Salary  
 Benefits  
 Vehicle  
 Vehicle Maintenance  
 Vehicle Fuel to project site(s)  
 Cell Phone

**General Conditions costs**

Field Office Rental - Mob-Demob., Rental  
 Field Office Furnishings  
 Field Office Equipment; Computers, Copier / Printers with maintenance  
 Field Office supplies (paper, pens, binders, etc.)  
 Field Office telephone/fax set up, equipment and monthly charges  
 Field Office Internet set up, equipment, monthly charges  
 Field Office Cleaning  
 Temp. Electrical Connections  
 Temp. Water Connection  
 Temp. Electrical Usage  
 Temp. Water Usage  
 Temp Construction Fencing  
 Field Toilets  
 Field Storage Shed  
 Inspector Field Office  
 Permits / Business License  
 Jobsite Legal Fees  
 Owner Subcontractor Relations  
 Job Photos Digital Camera / Video  
 Webcam  
 Document reproduction  
 Document distribution; Postage, UPS, Fed Ex, DHL  
 Management software / licenses  
 Security  
 Travel/Subsistence costs above and beyond direct travel to jobsite(s)  
 Equipment/Materials Rental  
 Website services beyond normal website updates  
 Jobsite Signage

**Exclusions**

Daily Clean up  
 Final Clean  
 SWPP Compliance  
 Traffic Control  
 Dust Control  
 Test and Inspection  
 Outside Consultants

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.3.b AWARD OF REQUEST FOR PROPOSAL (RFP) FOR TEST AND INSPECTION SERVICES FOR MEASURE R PROJECTS**

ACTION

**ISSUE:** Shall the Board of Education award the RFP for test and inspection services in connection with Measure R projects as recommended?

**BACKGROUND:** PM/CM firm, Barnhart, Inc., has identified the need for the District to engage a qualified firm to assist with testing and inspection services as required by the California State Division of the State Architect (DSA). Based on this need, the Facility Planning Committee subcommittee requested that Barnhart prepare an RFP to solicit highly qualified firms to provide testing and inspection services as needed for projects requiring DSA approval.

An RFP for test and inspection services was sent to three qualified testing and inspection firms, all of whom provided proposals. The proposals and firm qualifications were still being analyzed as this agenda went to press. It is anticipated that the analysis will be completed by May 12, 2009, and that a recommendation will be transmitted to the Board at that time for its review and consideration.

**ALTERNATIVES:**

1. Award the RFP for test and inspection services in connection with Measure R projects as recommended.
2. Do not award the RFP for test and inspection services.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MAY 19, 2009**  
**SUBJECT: C.3.c APPROVE REVISED MEASURE C6 FIVE-YEAR PHASE PLAN**  
**ACTION**

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**ISSUE:** Shall the Board of Education approve the revised Measure C6 five-year phase plan?

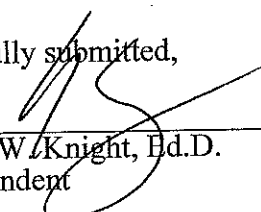
**BACKGROUND:** The Board has previously approved the Measure C6 Projected 15-year Phase Plan. With the second issuance being funded in April, the OPUSD Technology Committee approved the second issuance fund two-year expenditure plan at their April meeting. In light of the current economy, budget situation and on recommendation of bond counsel, we need to create an expenditure plan for the second issuance that provides for the expenditures to span five years, rather than two.

This revised plan will be provided under separate cover to the Board and will include the long-term 15 year phase plan, the two-year plan that was approved by the Technology Committee and the revised five-year plan so that the Board can clearly see and compare the prudent-spending revisions.

**ALTERNATIVES:** 1. Approve the revised five-year plan.  
 2. Do not approve the revised five-year plan.

**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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: MAY 19, 2009**  
**SUBJECT: C.3.d APPROVE 2009-2010 CLASSIFIED EMPLOYEES HOLIDAY CALENDAR\***

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**ACTION**

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**ISSUE:** Should the Board of Education approve the 2009-2010 Classified Employees Holiday Calendar?

**BACKGROUND:** The Board of Education adopted the recommended 2009-2010 School Calendar Student/Teacher at the Regular Board Meeting on April 21, 2009. We are now bringing the Classified Employees Holiday Calendars for Board approval, showing the 15 contractual holidays that coincide with the Student/Teacher Calendar.

**RECOMMENDATION:**

1. Approve the recommended 2009-2010 Classified Employees Holiday Calendar.
2. Do not approve the recommended 2009-2010 Classified Employees Holiday Calendar.

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	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# July 2009 - June 2010

## Oak Park Unified School District - Classified Employee Holiday Calendar

July 09						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### July

3 July 4th Holiday

### September

7 Labor Day Holiday

28 Local Holiday

### November

11 Veteran's Day Holiday

26 Thanksgiving Holiday

27 Local Classified Holiday

### December

24 Local Classified Holiday

25 Local Classified Holiday

30 Local Classified Holiday

31 Local Classified Holiday

### January

1 Local Classified Holiday

18 Martin Luther King Day

### February

15 President's Day Holiday

### April

2 Local Classified Holiday

### May

31 Memorial Day Holiday

January 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 09						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 10						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September 09						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

March 10						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October 09						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 09						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 10						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December 09						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 10						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MARCH 17, 2009 APRIL 21, 2009 MAY 19, 2009**

**SUBJECT: C.4.a APPROVE ADOPTION OF BYLAWS OF THE BOARD 9012- BOARD MEMBER ELECTRONIC COMMUNICATIONS - ~~First~~ Second Reading**

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**ISSUE:** Should the Board of Education approve the proposed adoption of Bylaws of the Board 9012 – Board Member Electronic Communications?

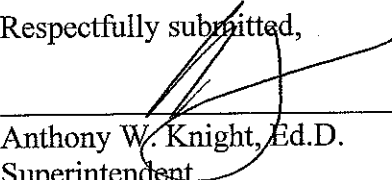
**BACKGROUND:** Board Bylaw 9012 is being adopted to provide guidelines for Board use of electronic communications and to clarify circumstances under which the use of email by the Board could result in a prohibited serial meeting and violate the Brown Act, as defined in new law (SB 1732). Bylaw contains sample language listing permissible electronic communications, protocol for responding to emails received by community members and the press, confidential communications, and disclosure of messages under the Public Records Act. Board Bylaw 9012 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve the adoption of Bylaws of the Board 9012 – Board Member Electronic Communications.
2. Do not approve the adoption Bylaws of the Board 9012 – Board Member Electronic Communications.
3. Adopt a modified version of the adoption of the Bylaws of the Board 9012 – Board Member Electronic Communications.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

*Series 9000*

*Bylaws of the Board*

*BB 9012(a)*

### Board Member Electronic Communications

The Governing Board recognizes that electronic communication among Board members and between Board members, district administration, and members of the public is an efficient and convenient way to communicate and expedite the exchange of information and to help keep the community informed about the goals, programs, and achievements of the district and its schools. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting.

*(cf. 1100 - Communication with the Public)*  
*(cf. 6020 - Parent Involvement)*  
*(cf. 9000 - Role of the Board)*  
*(cf. 9322 - Agenda/Meeting Materials)*

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

*(cf. 9320 - Meetings and Notices)*

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. ~~Any~~ Complaints or requests for information ~~should~~ *may* be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

*(cf. 1112 - Media Relations)*  
*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 3320 - Claims and Actions Against the District)*  
*(cf. 9005 - Governance Standards)*

## OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

*Series 9000*

*Bylaws of the Board*

*BB 9012(b)*

*(cf. 9121 - Board President  
cf. 9200 - Limits of Board Member Authority)  
cf. 9270 - Conflict of Interest)*

In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
cf. 5125 - Student Records)  
cf. 9011 - Disclosure of Confidential/Privileged Information)  
cf. 9321 - Closed Session Purposes and Agendas)*

Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.

Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act.

*(cf. 1340 - Access to District Records)*

### Legal Reference:

#### *EDUCATION CODE*

35140 Time and place of meetings  
35145 Public meetings  
35145.5 Agenda; public participation; regulations  
35147 Open meeting law exceptions and applications

#### *GOVERNMENT CODE*

11135 State programs and activities, discrimination  
54950-54963 The Ralph M. Brown Act, especially:  
54952.2 Meeting, defined  
54953 Meetings to be open and public; attendance  
54954.2 Agenda posting requirements, board actions

### Management Resources:

#### *CSBA PUBLICATIONS*

The Brown Act: School Boards and Open Meeting Laws, rev. 2006

#### *ATTORNEY GENERAL PUBLICATIONS*

The Brown Act: Open Meetings for Legislative Bodies, 2003

#### *LEAGUE OF CALIFORNIA CITIES PUBLICATIONS*

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007

#### *WEB SITES*

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

CSBA, Agenda Online: <http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.4.b APPROVE ANNUAL REVIEW OF BOARD POLICY 5117 –  
INTERDISTRICT ATTENDANCE – First Reading**

---

**ISSUE:** Should the Board of Education review Board Policy 5117 – Interdistrict Attendance?

**BACKGROUND:** Board Policy 5117 is being submitted for annual review.

**ALTERNATIVES:**

1. Approve the annual review of Board Policy 5117 – Interdistrict Attendance.
2. Do not approve annual review of Board Policy 5117 – Interdistrict Attendance.

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

Respectfully submitted,

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

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

<b>VOTE:</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

SERIES 5000

Students

BP 5117(a)

### Interdistrict Attendance

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.

#### *f. 5116.1 - Intradistrict Open Enrollment)*

The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

Prior to July 1, 2007, the Board designated the district as a district of choice. The Superintendent or designee shall establish an interdistrict attendance selection process which ensures that transfer students are admitted to district schools through a random, unbiased process.

The Board shall annually determine the number of interdistrict transfer students the district will accept for the following school year. The Board shall also identify the schools, grade levels, and programs that will be able to accept these additional students.

Because the district admits students in accordance with the school district of choice program pursuant to Education Code 48300-48315, the Superintendent or designee may admit a student based on an individual interdistrict attendance permit only in situations of extreme need and upon the request of the district of residence.

The Superintendent or designee may deny applications for interdistrict transfer because of overcrowding within district schools, limited district resources or to maintain the following limits to special programs:

- a. Resource Specialist Program is at least five (5) under maximum caseload.
- b. Non-severe Special Day Class enrollment is under eight (8) students
- c. Speech/Language enrollment – total caseload under thirty (30)

#### Legal Reference:

##### **EDUCATION CODE**

6600-46611 Interdistrict attendance agreements

8204 Residency requirements for school attendance

8300-48315 Student attendance alternatives

8915 Expulsion; particular circumstances

8915.1 Expelled individuals: enrollment in another district

8918 Rules governing expulsion procedures

8980 Notice at beginning of term

2317 Admission of persons including nonresidents to attendance area; workers' compensation for pupils

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*SERIES 5000*

*Students*

*BP 5117(b)*

---

*GOVERNMENT CODE*

6250-6270 Public Records Act

*ATTORNEY GENERAL OPINIONS*

84 Ops.Cal.Atty.Gen. 198 (2001)

87 Ops.Cal.Atty.Gen. 132 (2004)

*COURT DECISIONS*

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4<sup>th</sup> 1275

Management Resources:

*WEB SITES*

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

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

Adopted 5-24-78

Amended 5-15-84, 1-7-86, 5-17-94, 3-12-02, 9-17-02, 2-15-05, 4-18-06, 6-10-08

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.4.c APPROVE AMENDMENT TO BOARD POLICY 3280 – SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY –First Reading**

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**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 3280 – Sale or Lease of District-Owned Real Property?

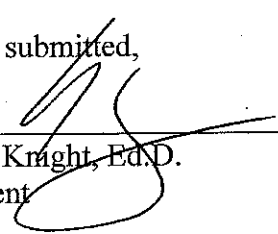
**BACKGROUND:** Board Policy 3280 is being retitled and revised to include new language re: publication of the resolution and notice of the hearing for the proposed sale or lease of unused district real property. Board Policy 3280 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 3280 – Sale or Lease of District-Owned Real Property.
2. Do not amend Board Policy 3280 – Sale or Lease of District-Owned Real Property.
3. Adopt a modified version of the amendment to Board Policy 3280 – Sale or Lease of District-Owned Real Property.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3280(a)

### Sale, or Lease, Rental of District-Owned Real Property

The Governing Board *believes that the district should utilize its facilities and resources in the most economical and practical manner. To that end, the Superintendent or designee shall periodically study the current and projected use of all district facilities in order to ensure the efficient utilization of space and the effective delivery of instruction in order to maximize student learning.* shall dispose of district property, except as restricted by the Mitigation Agreement, whenever it is apparent the district will have no further use for it. If property currently unused will be needed at some future time, the Board may lease it to a governmental or private agency or individual. (Education Code 17453, 17455-17484)

(cf. 1330 – Use of School Facilities)

(cf. 7110 – Facilities Master Plan)

(cf. 7111 – Evaluating Existing Buildings)

(cf. 7160 – Charter School Facilities)

*Upon determination that district property is no longer need or may not be needed until some future time, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in law, including, but not limited to, Education 17230, 1744, 17485-17500, and Government Code 54222.*

(cf. 5148 – Child Care and Development)

(cf. 5148.2 – Before/After School Programs)

(cf. 5148.3 – Preschool/Early Childhood Education)

When required by law, the Board shall appoint a district advisory committee to advise the Board in the development of policies and procedures governing the use or disposition of schools or school building space which is not needed for school purposes. (Education Code 17388)

Before ~~ordering the offering to sell or lease of any surplus~~ real property, *the Board shall adopt a resolution by a two-thirds vote of all of its members at a regular, open meeting. The Resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three week thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered.* (Education Code 17466) to any other parties, the district may offer it to designated child care providers for child care and development purposes.

(cf. 9323.2 – Actions by the Board)

*The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least one a week for three successive weeks before the meeting, in a*



## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3280(b)

*newspaper of general circulation published in the county in which the district is located if such a paper exists. (Education Code 17469)*

*The Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it in accordance with Education Code 17470.*

*At a public meeting specified in the resolution, the Board shall open, examine, and declare all sealed bids. Before accepting any written proposal, the Board shall call for oral bids in accordance with law. The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. (Education Code 17472, 17473)*

*Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)*

*The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all the terms and conditions of the contract. (Education Code 17472-17478)*

*(cf. 1431 – Waivers)*

*(cf. 9320 – Meetings and Notices)*

*The Superintendent or designee shall ensure that proceeds from the sale, or lease with an option to purchase, of district surplus property are used in accordance with law. (Education Code 17462; 2 CCR 1700)*

*The sale, lease or rental of district property for child care purposes shall be especially encouraged for programs that are properly licensed, provide adequate insurance coverage, are financial self-supporting and maintain a safe environment through good management and supervision.*

*(cf. 5148 – Child Care and Development)*

*When surplus property is not sold or lease to child care providers, the Board shall offer to sell or lease it, with an option to buy, in accordance with the priorities set forth in Education Code 17464 and 17230 and in Government Code 54222.*

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3280(c)

~~Any lease or sale made by the Board will conform in all particulars to the provisions of law.~~

**Legal Reference:**

**EDUCATION CODE**

8469.5 Use of school facilities or grounds for school age child care

~~17022 Approval of new facilities~~

17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions

17230-17234 Surplus property

17385 Conveyances to and from school district

17387-17391 Advisory committees for use of excess school facilities

**17400-17429 Leasing property**

**17430-17447 Leasing facilities**

~~17406 Right of district to lease property under lease providing for construction of building~~

17453 Lease of surplus district property

17455-17484 Sale or lease of real property

**17485-17500 Surplus school playground (Naylor Act)**

17515-17526 Joint occupancy

17527-17535 Joint use of district facilities

**33050 Request for waiver**

**38130-38139 Civic Center Act**

~~38134 Groups which may use school facilities without charge; charges for use by other groups~~

**GOVERNMENT CODE:**

**54220-54232 Surplus land**

54222 Offer to sell or lease property

**54950-54963 Brown Act, especially;**

**54952 Legislative body, definition**

**PUBLIC RESOURCES CODE**

**21000-21177 California Environmental Quality Act**

**CODE OF REGULATIONS, TITLE 2**

**1700 Definitions related to surplus property**

**COURT DECISIONS**

**San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4<sup>th</sup> 1356**

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**Closing a School Best Practices Guide**

**OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS**

**Unused Site Program Handbook, May 2008**

**WEB SITES**

**California Department of Education, School Facilities Planning Division: <http://www.cde.ca.gov/lr/fa>**

**Coalition for Adequate School Housing: <http://www.cashnet.org>**

**Office of Public School Construction: <http://www.opsc.dgs.ca.gov>**

Adopted: 9-17-02

Amended: 1-20-04

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.4.d APPROVE AMENDMENT TO BOARD POLICY 3320 – CLAIMS  
AND ACTIONS AGAINST THE DISTRICT –First Reading**

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 3320 – Claims and Actions Against the District?

**BACKGROUND:** Board Policy 3320 is being updated to more accurately describe authorization for district to adopt a procedure to govern the processing of claims not covered by the Government Claims Act (Formerly the Tort Claims Act). Board Policy 3320 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 3320 – Claims and Actions Against the District.
2. Do not amend Board Policy 3320 – Claims and Actions Against the District.
3. Adopt a modified version of the amendment to Board Policy 3320 – Claims and Actions Against the District.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD POLICY**

Series 3000

Business and Non-Instructional Operations

BP 3320(a)

Claims And Actions Against The District

***The Governing Board intends that the district's operations minimize risk, protect district resources, and promote the safety of students, staff, and the public*** Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with Board policy and administrative regulation.

*(cf. 3530 – Risk Management/Insurance)*

*(cf. 5143 – Insurance)*

***Claims for money or damages not government by the Governments Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law. Such compliance is a prerequisite to any court action consistent with the provisions of Government Code 945.4.***

***The Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less. (Government Code 935.4)***

~~Compliance with this policy and accompanying administrative regulation is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with district policies and procedures and the claims procedures set forth in the Government Code.~~

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. Any changes to such information shall be filed within 10 days after the change in facts. (Government Code 53051)

This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary and other members of the Board. (Government Code 53051)

Legal Reference:

**EDUCATION CODE**

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

**OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD POLICY**

*Series 3000*

*Business and Non-Instructional Operations*

*BP 3320(b)*

**CODE OF CIVIL PROCEDURE**

**340.1 Damages suffered as result of childhood sexual abuse**

**GOVERNMENT CODE**

800 Cost in civil actions

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

**PENAL CODE**

72 Fraudulent claims

**COURT DECISIONS**

*City of Stockton v. Superior Court, (2007) 42 Cal.4<sup>th</sup> 730*

*Connelly v. County of Fresno, (2006) 146 Cal.App. 4<sup>th</sup> 29*

*CSEA v. South Orange Community College District, (2004) 123 Cal. App. 4<sup>th</sup> 574*

*CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580*

Adopted: 3-18-86

Amended: 6-6-89, 9-17-02, 1-20-04

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.4.e APPROVE AMENDMENT TO BOARD POLICY  
4111.2/4211.2/4311.2 – LEGAL STATUS REQUIREMENT –First  
Reading**

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**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 4111.2/4211.2/4311.2 – Legal Status Requirement?

**BACKGROUND:** Board Policy 4111.2/4211.2/4311.2 is being revised to reflect new Federal regulations which prohibit employers from accepting expired documents to verify employment authorization on Form I-9. Beginning April 3, 2009, all employers must use the revised I-9 Form developed by the U.S. Citizenship and Immigration Services. Board Policy 4111.2/4211.2/4311.2 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 4111.2/4211.2/4311.2 – Legal Status Requirement.
2. Do not amend Board Policy 4111.2/4211.2/4311.2 – Legal Status Requirement.
3. Adopt a modified version of the amendment to Board Policy 4111.2/4211.2/4311.2 – Legal Status Requirement.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 4000

Personnel

BP 4111.2/4211.2/4311.2

### Legal Status Requirement

The **Governing Board** ~~district~~ shall **ensure that the district employs** ~~hire~~ only citizens and aliens **those individuals** who are lawfully authorized to work in the United States.

The Superintendent or designee shall **verify the employment eligibility of all persons hired by completing the U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, for each individual hired and ensure that the district does not knowingly hire or continue to employ any person not authorized to work in the United States. (8 USC 1324a)**

**In accordance with law, the Superintendent or designee shall** ensure that district employment practices do not unlawfully discriminate on the basis of citizenship status or national origin, including but not limited to, discrimination against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4030 - Nondiscrimination in Employment)  
(cf. 4111 - Recruitment and Selection)  
(cf. 4211 - Recruitment and Selection)  
(cf. 4311 - Recruitment and Selection)

~~All new employees shall show appropriate documents which certify that they are legally eligible to work in the United States, as required by law and in accordance with administrative regulation.~~

#### Legal Reference:

UNITED STATES CODE, TITLE 8  
1324a Unlawful employment of aliens  
1324b Unfair immigrant-related employment practices  
CODE OF FEDERAL REGULATIONS, TITLE 8  
274a.1-274a.14 Control of Employment of Aliens

#### Management Resources:

**U.S. CITIZENSHIP AND IMMIGRATION SERVICES PUBLICATIONS**  
**Handbook for Employers: Instructions for Completing Form I-9, April 2009**  
**WEB SITES**  
U.S. Citizenship and Immigration Service: <http://www.ins.uscis.gov>

Adopted: 1-21-92

Amended: 9-17-02

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.4.f APPROVE AMENDMENT TO BOARD POLICY 4113 -  
ASSIGNMENT –First Reading**

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**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 4113 - Assignment?

**BACKGROUND:** Board Policy 4113 is being updated to add language on assignment of teachers to courses/classes based on credential authorization and to elective course when no credential authorization exists and describes local teaching assignment options. Board Policy 4113 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 4113 - Assignment.
2. Do not amend Board Policy 4113 - Assignment.
3. Adopt a modified version of the amendment to Board Policy 4113 - Assignment.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 4000

Personnel

BP 4113(a)

### Assignment

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee ~~shall to~~ assign certificated personnel to positions for which their preparation, certification, **professional** experience and aptitude qualify them.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement **or Board policy**.

(cf. 4141/4241- Collective Bargaining Agreement)

### Assignment to Courses/Classes

**The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials**

**When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.**

~~The Board encourages the assignment of experienced and fully credential teachers, including those who have attained National Board for Professional Teaching Standards certification, to schools with the greatest need to improve student achievement.~~

Teachers shall be **who are** assigned to teach core academic subjects **shall meet** in Title I and non-Title I programs in accordance with the requirements of the No Child Left Behind Act pertaining to teacher qualifications **of highly qualified teachers**. (20 USC 6319, 7801; 5 CCR 6100-6126)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

~~(cf. 6171 - Title I Programs)~~

The Superintendent or designee may assign **a teacher, with his/her consent, to a position outside his/her credential authorization when specifically authorized by law or regulation, and in accordance with the local teaching assignment options described in the Commission on**

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

es 4000

Personnel

BP 4113(b)

*Teacher Credentialing's Administrator's Assignment Manual. Assignments made pursuant to Education Code 44256, 44258.2 and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.* holders of a credential other than an emergency permit, with their consent, to teach subjects outside their credential authorization in departmentalized classes. The Superintendent or designee shall, with the assistance of subject matter specialists, develop procedures to verify the subject matter knowledge of the teacher before any such assignment is made. (Education Code 44258.3)

### 580 – District Records)

Superintendent or designee shall periodically report to the Board on any teacher assignments or *and* vacancies, *including the number and type of assignments made outside teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools Commission on Teacher Credentialing, as applicable, the Superintendent or designee shall report the results to the Board.* He/she shall report to the Board the results of the County Superintendent's review of district misassignments and vacancies, and shall provide recommendations for remedying any identified issues.

### 312.4 – Williams Uniform Complaint Procedures)

### Committee on Assignments

Superintendent or designee shall establish a committee on assignments which may grant approval for the voluntary assignment of full-time teachers to teach one or more elective courses outside their credential authorization in an area for which they have special skills or preparation. (Education Code 44258.7)

### 1 Reference:

#### EDUCATION CODE

- 6 School accountability report card
- 5 Additional powers and duties of superintendent
- 6 Complaint process
- 6 Assignment of teachers to year-round schools
- 5.6 Commission report to the legislature re: teachers
- 0-44277 Credentials and assignments of teachers
- 4 **Subject matter programs, approved subjects**
- 5-44398 Incentives for assigning NBPTS-certified teachers to low-performing schools
- 4 Assignment of teachers to weekend classes
- 5 Reduction in number of employees

#### GOVERNMENT CODE

- .2 Scope of representation

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 4000

Personnel

BP 4113(c)

**CODE OF REGULATIONS, TITLE 5**

6100-6125 Teacher qualifications, No Child Left Behind Act

**80003-80005 Credential authorizations****80020-80020.5 Additional assignment authorizations****80335 Performance of unauthorized professional services****80339-80339.6 Unauthorized certificated employee assignment****UNITED STATES CODE, TITLE 20****6311 State plan**

6319 Highly qualified teachers

**6601-6651 Teacher and Principal Training and Recruiting Fund**

7801 Definitions, high qualified teacher

**CODE OF FEDERAL REGULATIONS, TITLE 34**

200.55-200.57 Highly qualified teachers

**Management Resources:****CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***Revised State Plan for the No Child Left Behind Act, rev. September 2008***COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS***The Administrator's Assignment Manual, rev. September 2007***U.S. DEPARTMENT OF EDUCATION GUIDANCE***Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006***WEB SITES**Commission on Teacher Credentialing: <http://www.ctc.ca.gov>California Department of Education: <http://www.cde.ca.gov>**CSBA:** <http://www.csba.org>**Santa Clara County Office of Education, Personnel Management Assistance Team:**<http://www.sccoe.org/depts/pmat>**U.S. Department of Education:** <http://www.ed.gov>

Adopted: 1-15-78

Amended: 11-17-82, 3-6-84, 7-23-85, 12-10-90, 1-21-92, 9-17-02, 2-15-05

**MEMBERS, BOARD OF EDUCATION**

**DR. ANTHONY KNIGHT, SUPERINTENDENT**

**MAY 19, 2009**

**C.4.g APPROVE AMENDMENT TO BOARD POLICY 5145.7 – SEXUAL HARASSMENT –First Reading**

**QUESTION:** Should the Board of Education approve the proposed amendment to Board Policy 5145.7 – Sexual Harassment?

**BACKGROUND:** Board Policy 5145.7 is being revised to reflect new court decision which details the standards for determining district liability for sexual harassment under state law. Material formerly including in policy re: timelines for complaint investigation moved to regulation. Board Policy 5145.7 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 5145.7 – Sexual Harassment.
2. Do not amend Board Policy 5145.7 – Sexual Harassment.
3. Adopt a modified version of the amendment to Board Policy 5145.7 – Sexual Harassment.

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

Respectfully submitted,

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

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

<b>NOTE:</b>	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
land	_____	_____	_____	_____
ifman	_____	_____	_____	_____
rec	_____	_____	_____	_____
es	_____	_____	_____	_____
ison	_____	_____	_____	_____
ident Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5145.7(a)

### Sexual Harassment

The Governing Board is committed to maintaining an educational environment that is free from harassment **and discrimination**. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist or otherwise participate in the complaint processes. ~~established pursuant to this policy and the administrative regulation.~~

(cf. 0410 – *Nondiscrimination in District Programs and Activities*)

(cf. 1312.3 – *Uniform Complaint Procedures*)

(cf. 4119.11/4129.11/4319.11 – *Sexual Harassment*)

### Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the ***district's procedure for investigating complaints and the*** person(s) to whom a report of sexual harassment should be made

(cf. 5131.5 - *Vandalism, Theft and Graffiti*)

(cf. 5137 - *Positive School Climate*)

(cf. 5141.4 - *Child Abuse Prevention and Reporting*)

(cf. 5145.3 - *Nondiscrimination/Harassment*)

(cf. 6142.1 - *Family Life/Sex Education Sexual Health and HIV/AIDS Prevention Instruction*)

### Complaint Process

Any student who feels that he/she is being or has been subjected to sexually harassedment **by a school employee, another student, or a non-employee on school grounds or at a school-related activity (e.g., a visiting athlete or coach)** shall immediately contact his/her teacher or any other

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5145.7(b)

employee. ***An employee who receives such a complaint shall report it in accordance with administrative regulation.*** A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the principal or designee.

(cf. 1312.1 – Complaints Concerning District Employees)  
(cf. 5141.4 – Child Abuse Prevention and Reporting)

Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint. In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the nondiscrimination coordinator or the Superintendent or designee.

(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)  
(cf. 5141.4 – Child Abuse Reporting Procedures)  
(cf. 5145.3 – Nondiscrimination/Harassment)

The principal ***Superintendent*** or designee ***shall ensure that any to whom a complaints of regarding*** sexual harassment is reported ***shall are*** immediately investigated the complaint in accordance with administrative regulation. ***When the Superintendent or designee has determined*** Where the principal or designee finds that sexual harassment ***has*** occurred, he/she shall take prompt, appropriate action to end the harassment and ***to*** address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available. The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required.

(cf. 1312.1 – Complaints Concerning District Employees)

### Disciplinary Measures

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5131 – Conduct)  
(cf. 5144.1 – Suspension and Expulsion/Due Process)  
(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5145.7(c)

### Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)

(cf. 5125 – *Student Records*)

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

#### Legal Reference:

##### **EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

##### **48900 Grounds for suspension or expulsion**

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

##### **CIVIL CODE**

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

##### **GOVERNMENT CODE**

##### **12950.1 Sexual harassment training**

##### **CODE OF REGULATIONS, TITLE 5**

##### **4600-4687 Uniform Complaint Procedures**

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

##### **UNITED STATES CODE, TITLE 20**

1681-1688 Title IX, Discrimination

##### **UNITED STATES CODE, TITLE 42**

##### **1983 Civil action for deprivation of rights**

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

##### **CODE OF FEDERAL REGULATIONS, TITLE 34**

106.1-106.71 Nondiscrimination on the basis of sex in education programs

##### **COURT DECISIONS**

*Donovan v. Poway Unified School District (2008) 167 Cal.App.4th 567*

*Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130*

*Reese v. Jefferson School District, (2001) 208 F.3d 736*

*Davis v. Monroe County Board of Education, (1999) 526 U.S. 629*

*Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989*

*Nabezny v. Podlesny, (1996, 7th Cir.) 92 F.3d 446*

*Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447*

*Oona R.-S. etc. v. Santa Rosa City Schools et al, (1995) 890 F.Supp. 1452*

*Rosa H. v. San Elizario Ind. School District, (W.D. Tex. 1995) 887 F. Supp. 140, 143*

*Clyde K. v. Puyallup School District #3, (1994) 35 F.3d 1396*

*Patricia H. v. Berkeley Unified School District, (1993) 830 F.Supp. 1288*

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 5000*

*Students*

*BP 5145.7(d)*

Franklin v. Gwinnet County Schools, (1992) 112 S. Ct. 1028  
 Kelson v. City of Springfield, Oregon, (1985, 9th Cir.) 767 F.2d 651

**Management Resources:**

~~OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL~~

~~Protecting Students from Harassment and Hate Crime: A Guide for Schools, January 1999~~

~~OFFICE OF CIVIL RIGHTS' PUBLICATIONS~~

***Sexual Harassment: It's Not Academic, September 2008***

Revised Sexual Harassment Guidance, January 2001

Sexual Harassment Guidance, March 1997

**WEB SITES**

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

OCR: <http://www.ed.gov/offices/OCR>

Adopted: 3-2-93

Amended: 9-17-02



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 19, 2009**

**SUBJECT: C.4.h APPROVE ADOPTION OF BOARD POLICY 6142.2 –  
WORLD/FOREIGN LANGUAGE INSTRUCTION –First Reading**

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**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy 6142.2 – World/Foreign Language Instruction?

**BACKGROUND:** Board Policy 6142.2 is being adopted to reflect new state content standards for world languages adopted by the State Board of Education in January 2009. Policy also includes legal requirements for the provision of foreign language instruction beginning no later than grade 7 and material on instructional resources, professional development, and program evaluation. Board Policy 6142.2 is being submitted with recommended changes from CSBA.

**ALTERNATIVES:**

1. Approve the amendment to Board Policy 6142.2 – World/Foreign Language Instruction.
2. Do not amend Board Policy 6142.2 – World/Foreign Language Instruction.
3. Adopt a modified version of the amendment to Board Policy 6142.2 – World/Foreign Language Instruction.

**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
Iceland	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Panec	_____	_____	_____	_____
Rees	_____	_____	_____	_____
Vinson	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6142.2(a)

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### World/Foreign Language Instruction

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop linguistic proficiency and cultural literacy in one or more world languages in addition to English.

*(cf. 6141.6 - Multicultural Education)*

The Superintendent or designee shall recommend world languages to be taught in the district's educational program based on student interest, community needs, and available resources. He/she shall also consider providing English learners the opportunity to study their heritage language, when such a course is available, in order to continue developing skills in that language. American Sign Language courses shall be open to all students regardless of hearing status.

*(cf. 6174 - Education for English Language Learners)*

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

*(cf. 6143 - Courses of Study)*

Students shall obtain credit toward high school graduation requirements for completion of a one-year course during grades 9-12 in a world language or American Sign Language.

*(cf. 5126 - Awards for Achievement)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

In order to encourage higher levels of language proficiency throughout a student's education, the district may offer age-appropriate language programs in elementary schools. Beginning in the primary grades, the district may deliver language studies through a two-way immersion program

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 6000*

*Instruction*

*BP 6142.2(b)*

in which instruction is delivered in both English and another language to both English-only students and English learners.

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall also be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards.

*(cf. 4131 - Staff Development)*

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the languages to be taught in the district.

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

### Legal Reference:

#### *EDUCATION CODE*

300-311 Education for English learners

44256-44257 Credential requirements, including teachers of foreign language

51212 Legislative intent to encourage foreign language instruction in grades 1-6

51220 Courses of study, grades 7-12

51225.3 High school graduation requirements

51243-51245 Alternative credits toward graduation for foreign language instruction in private school

60117-60119 Pupil Textbook and Instructional Materials Incentive Program Act

60605.3 Content standards for foreign language instruction

#### *CODE OF REGULATIONS, TITLE 5*

1632 Alternative credits toward graduation for foreign language instruction in private school

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 6000*

*Instruction*

*BP 6142.2(c)*

11309 English immersion programs, parental exception waivers

**Management Resources:**

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

World Language Content Standards for California Public Schools, Kindergarten Through Grade Twelve, adopted January 7, 2009

Foreign Language Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

*CENTER FOR APPLIED LINGUISTICS PUBLICATIONS*

Guiding Principles for Dual Language Education, Second Edition, 2007

*COLLEGE BOARD PUBLICATIONS*

A Challenge to Change: The Language Learning Continuum, 1999

**WEB SITES**

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

American Council on the Teaching of Foreign Languages: <http://www.actfl.org>

California Association of Bilingual Education: <http://www.bilingualeducation.org>

California Department of Education, Foreign Language: <http://www.cde.ca.gov/ci/fl>

California Foreign Language Project: <http://www.stanford.edu/group/CFLP>

California Language Teachers' Association: <http://www.clta.net>

Center for Applied Linguistics: <http://www.cal.org>

College Board: <http://www.collegeboard.co>

University of California, a-g Course Approval: <http://www.ucop.edu/a-gGuide/ag>

Adopted:

**TO:** MEMBERS, BOARD OF EDUCATION  
**FROM:** DR. ANTHONY W. KNIGHT, SUPERINTENDENT  
**DATE:** MAY 19, 2009  
**SUBJECT:** 1. MONTHLY GENERAL FUND STATUS REPORT

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on General Fund expenditures through April 30, 2009 of the 2008-09 fiscal year?

**BACKGROUND:** The Board maintains its awareness of the State's financial position and its significant impact on K-12 education, and more particularly on the Oak Park Unified School. It is critical that the Board and Administration carefully monitor the District's budget and expenditures to insure fiscal solvency. As a tool to assist in this process, the Administration has developed the attached General Fund Status Report, which will provide the Board with the most current budget and expenditure information available. This report will be updated and reported to the Board every month at its regular meeting, accompanied by staff analysis of the information

**RECOMMENDATION:** None. Information only.

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

Respectfully submitted,

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

**Oak Park Unified School District**  
**GENERAL FUND STATUS REPORT**

As of April 30, 2009

**FISCAL YEAR: 17% REMAINING**

CATEGORY	REVISED BUDGET	ENCUMBRANCES	EXPENDITURES	BALANCE	PCT BAL
<b>SALARIES</b>					
Certificated	14,222,745	0	11,363,572	2,859,173	20%
Classified	2,693,020	0	2,211,170	481,850	18%
Instructional Aides	567,670	0	375,358	192,312	34%
Substitutes	202,674	0	173,343	29,331	14%
<b>SUB TOTAL</b>	<b>17,686,109</b>	<b>0</b>	<b>14,123,442</b>	<b>3,562,667</b>	<b>20%</b>
<b>EMPLOYEE BENEFITS</b>					
Statutory Benefits	1,987,428	0	1,568,867	418,561	21%
Workers Compensation	457,375	0	359,935	97,440	21%
Health Insurance	2,597,923	0	2,353,395	244,528	9%
<b>SUB TOTAL</b>	<b>5,042,726</b>	<b>0</b>	<b>4,282,196</b>	<b>760,530</b>	<b>15%</b>
<b>BOOKS, SUPPLIES &amp; EQUIPMENT</b>					
Texts and Other Books	295,561	12,523	225,809	57,229	19%
Instructional Supplies	48,236	2,211	25,993	20,033	42%
Non-instructional Supplies	801,222	92,565	351,628	357,029	45%
Equipment	147,524	2,732	53,804	90,987	62%
<b>SUB TOTAL</b>	<b>1,292,543</b>	<b>110,031</b>	<b>657,234</b>	<b>525,278</b>	<b>41%</b>
<b>FACILITY OPERATIONS</b>					
Property/Liability Insurance	179,109	0	173,938	5,171	3%
Utilities	907,705	203,155	645,956	58,594	6%
Rents, Leases, Repairs	392,129	51,163	266,062	74,904	19%
Other Operating Expense	876,317	145,639	550,592	180,086	21%
<b>SUB TOTAL</b>	<b>2,355,260</b>	<b>399,956</b>	<b>1,636,548</b>	<b>318,756</b>	<b>14%</b>
<b>CONTRACTED SERVICES</b>					
Travel & Conference	116,472	15,217	66,544	34,711	30%
Dues & Memberships	35,749	1,192	27,657	6,900	19%
Professional Services	200	150	(14,490)	14,540	0%
Legal Services	64,150	7,080	34,567	22,503	35%
<b>SUB TOTAL</b>	<b>216,571</b>	<b>23,639</b>	<b>114,278</b>	<b>78,653</b>	<b>36%</b>
<b>SPECIAL EDUCATION</b>					
Certificated	1,340,572	0	1,074,435	266,137	20%
Classified (Instr Aides/OT)	785,966	0	618,244	167,722	21%
Substitutes	55,796	0	42,154	13,642	24%
Statutory Benefits	288,068	0	222,900	65,168	23%
Workers Compensation	55,695	0	44,272	11,423	21%
Health Insurance	325,830	0	201,887	123,943	38%
Supplies	33,825	13,972	7,177	12,676	37%
Travel & Conference	9,175	205	3,849	5,121	56%
Dues & Memberships	150	0	100	50	0%
Other Services/NPS	985,239	458,857	284,204	242,177	25%
Equipment	5,500	0	793	4,707	86%
Excess Costs	318,527	137,822	50,178	130,527	41%
<b>SUB TOTAL</b>	<b>4,204,343</b>	<b>610,856</b>	<b>2,550,195</b>	<b>1,043,292</b>	<b>25%</b>
<b>TOTALS</b>	<b>30,797,552</b>	<b>1,144,483</b>	<b>23,363,893</b>	<b>6,289,175</b>	<b>20%</b>

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: Debra A. Burgher, Principal. Brookside Elementary School**

**DATE: May 19, 2009**

**SUBJECT: Monthly Board Report**

**SCHOOL SITE COUNCIL:** At the March 31<sup>st</sup> Site Council meeting the following action items were addressed: School Handbook revisions were approved by vote. Recycling Efforts and Earth Week plans were updated. Math Intervention Aides and program was discussed. It was decided one aide would meet with students in grades 3-5 and the other aide would meet with students in grades 1 & 2. Kindergarten will not have math intervention services this year. A Writer's Blog for creative writing will be explored. Odyssey of the Mind was discussed as an after school enrichment program for next year. Next meeting: May 12<sup>th</sup>.

**TEACHING AND LEARNING:** A different artist is being studied in each 1<sup>st</sup> grade classroom. Students will create artwork in the style of the artist which will be on display for Open House. Research reports on rain forest animals are being finished. Our 2<sup>nd</sup> graders visited the Santa Barbara Zoo as a culminating activity for the Life Cycles and Zooland Units. Second graders completed their "All About Book" in Writer's Workshop, created habitats for animals by making a diorama in class, and continue to work on an Ancestor's Unit. Third grade is "spaced out" as they study our solar system and create poems in Writer's Workshop. Fourth grade students are reading Pioneers Go West. In art they are studying types of lines and using oil pastels. Trips to Malibu Lagoon provided students the opportunity to see native birds and test the water for salinity. Fifth grade students are reading Racing the Sun, writing 5 paragraph essays and working with groups to prepare for the Mock Congressional Debate being held at the Reagan Library on May 26<sup>th</sup>.

**EARTH WEEK:** Successful activities included: student pledges, solar car demonstration, zero waste snacks/lunches, Earth Hour Power Down, Walk to School, Pennies for Peach, Used Jeans Drive and Environment Factoids in the classroom.

**BROWN BAG LUNCH ENRICHMENT:** Was held on April 27<sup>th</sup> with American Sign Language presented by two OPHS students. 50 students attended this exciting presentation. Thank you to Laurel Ford, Debby West and 5<sup>th</sup> grade teachers for attending.

**HAPPENINGS:**

STAR testing May 11-15

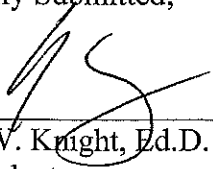
Open House May 28, 6:00 – 8:00 pm

School Site Council Meeting May 12<sup>th</sup> @ 3:15

All School Show will be June 11<sup>th</sup> at 8:45 a.m.

Culmination for 5<sup>th</sup> Graders on June 17<sup>th</sup> @ 8:45 a.m.

Respectfully Submitted;

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: Leslie Heilbron, Principal, Oak Hills Elementary School**  
**DATE: May 19, 2009**  
**SUBJECT: Monthly Board Report**

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#### **AUTHENTIC LEARNING ACTIVITIES**

Kindergarten and fifth grade students raised butterflies and released them in honor of Earth Day. Goldfish and Guppies are being raised in aquariums in Kindergarten classrooms, and students are learning about the behavior, needs and anatomy of these animals as they observe and care for them. Second graders are continuing their study of live insects with silkworms and caterpillars. The children are very excited observing the silkworms with their hand lenses. They have noticed very exact details about their behavior and appearance compared to the mealworms previously studied. The second grade took a trip to the Santa Barbara Zoo on April 24th. Third grade classes are studying crayfish and hydroponics. First grade students visited the Carnegie Art Museum for a tour and a hands-on art project. The program coordinator came to Oak Hills the week before the visit, and did a fabulous presentation on the featured artist's work that was inspired by his travel to the Amazon Rainforest. Everything tied in very nicely with Earth Day!

#### **OPEN HOUSE**

Oak Hills will hold their annual Open House on Thursday evening, May 28<sup>th</sup>. Please come to see how proud our children are of their hard work and accomplishments this year. This is a great culminating event of many thousands of hours of learning and achievement.

#### **STAR WEEK**

STAR testing will take place for grades 2-5 the week of May 11 – May 15. This will be a normal week of school without schedule changes. Students are learning that these assessments are a normal part of their school experience. Much has been put in place to help students who have scored below proficient over the past year including our Literacy and Math Intervention Programs. It will be interesting to see the effect of those programs on student performance. We are seeing improvement with other measures.

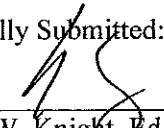
#### **TEACHER/STAFF APPRECIATION**

The PTA outdid themselves by hosting a week full of special activities honoring faculty and staff. Activities included breakfast, a luncheon and a raffle for gift certificates in addition to daily special treats. Students showed their appreciation by purchasing teacher-grams for their teachers and staff. Proceeds went for a make-over of our staff room!

#### **PRESIDENTIAL FITNESS**

Presidential Fitness Testing was completed for grades one through five. (Only third, fourth and fifth are eligible for awards.) Students completed the testing requiring them to do curl-ups, the shuttle run, a flexibility test, push-ups and an endurance run

Respectfully Submitted:

  
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Anthony W. Knight, Ed.D.  
Superintendent



**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: Jon A. Duim, Principal, Red Oak Elementary School**

**DATE: May 19, 2009**

**SUBJECT: Monthly Board Report**

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**Fourth Grade Geography Bee**

Our fourth annual Fourth Grade Geography Bee was held on April 27 in our Multi-purpose Room. Students answered questions specifically about California Geography. Instead of one winner, students were deemed "Finalists" if they could answer a set number of questions correctly. We had five Finalists this year.

**Math-Science Olympiad**

Our annual Math-Science Olympiad occurred on Friday, April 3. Fourth grade teacher Pennie Sullivan organized this event for our site. The Olympiad involved the volunteer efforts of over 80 parents! Third, fourth and fifth grade students rotated through to different classrooms to watch experiments, listen to presentations and participate in hands-on authentic learning experiences.

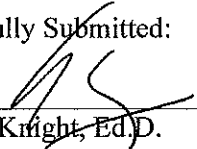
**Earth Week Observations**

Different events were planned for each day starting on April 20. On Wednesday, we observed Walk-to-School Day. Students, teachers and parents gathered at four predetermined gathering spots to walk together as a group. All week we collected used crayons, jeans and tennis shoes for recycling and/or reuse. Zero trash lunches were promoted each day along with recycling of lunch materials. Friday was Arbor Day and students contributed quarters to fund trees to be planted on campus. Other coins were collected to support the Billion Trees Project for rainforest reforestation.

**Fifth Grade Science Bee**

On Thursday, April 23, we conducted our second annual Fifth Grade Science Bee. We used the same format as the 4<sup>th</sup> Grade Geography Bee. In this competition, students were given three weeks to study science questions that were taken from the third, fourth and fifth grade curriculum. There were seven Finalists.

Respectfully Submitted:

  
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Anthony Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: BRAD BENIOFF, PRINCIPAL, MEDEA CREEK MIDDLE SCHOOL**

**DATE: MAY 19, 2009**

**SUBJECT: MONTHLY SCHOOL REPORT**

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**Softball at Lindero Middle School:** Our 8<sup>th</sup> graders meet up with our friends at Lindero on May 8<sup>th</sup> for the final event of the year.

**STAR Testing:** May 12, 13 and 14 will be minimum days, with dismissal at 12:35 p.m. for STAR testing.

**Culmination Photos:** Our 8<sup>th</sup> graders will have a free photograph taken from 1:00 to 3:00 on either Tuesday, May 12<sup>th</sup> (A-G), Wednesday, May 13<sup>th</sup> (H-M) or Thursday, May 14<sup>th</sup> (N-Z); this photography will be part of their culmination folio.

**OPHS Counselors Meet With 8<sup>th</sup> Graders: May 20<sup>th</sup>-22<sup>nd</sup>:** We continue articulation and the transition process as our 8<sup>th</sup> graders become high school students.

**Open House-May 20:** Silent Auctions, food, music, presentations and stellar classrooms are all on the Agenda, beginning at 5:00!

**Dance-May 15<sup>th</sup> 6:00-8:00:** ASB sponsors the last in a series of hugely popular school dances, this one made even more special by the In-And-Out truck!

**Volunteer Recognition Event-May 22<sup>nd</sup> 10:00 a.m.-11:00 a.m.:** MCMS says "thank you" to the numerous volunteers that help to make our school outstanding on a daily basis. Please join us in the Main Office!

**ASB Elections-May 22<sup>nd</sup>:** MCMS officers are elected for the 2009-2010 school year.

**Distinguished Schools Ceremony:** Congratulations to everyone. Principal Brad Benioff and P.E. Department Chairperson Al Calce will make the pilgrimage to the Disneyland Hotel to bring back the flag to MCMS!

**Congratulations to MCMS Band Program and Director:** At the Spring Festival, held at Knott's Berry Farm, Our Jazz band won 2nd place, with a Superior rating (highest rating), and our Concert band received an Excellent rating. The Chorus sang nicely, and received a Good rating. Two of our students won individual awards. Avyay Panchapakesan won the Student Accompanist award for accompanying our chorus, and Mary Straughan won the Jazz Soloist Award. Thank you, Ms. Levine for your outstanding commitment, effort and enthusiasm.

Respectfully submitted,

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: ANDI MALLEN, PRINCIPAL, OAK PARK HIGH SCHOOL**  
**DATE: MAY 19, 2009**  
**SUBJECT: MONTHLY SCHOOL REPORT**

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**California Distinguished School Event.**- will be May 29<sup>th</sup> in Anaheim. Andi will be attending with several school board members and Brad Benioff to receive our recognition. The medallion for the C building is made, and will be hung after the National Blue Ribbon signage is repainted also.

**Administrative Professionals Day** – was April 22 and the administrators gave all office staff flowers. We will be taking them to lunch on Friday, May 15.

**Teacher Appreciation Week** was the week of May 4. ASB worked on daily recognitions and special goodies for the teachers.

#### **Student Recognitions:**

We had a handful of student recognitions in April.

- ◆ The first year Equestrian Team placed 8<sup>th</sup> of 78 school teams!
- ◆ Senior **Brianna Fischer** took 2<sup>nd</sup> place for the ACSA Regional Essay Competition (she received a check for \$500.00!). Brianna also received a check from the local COLVOP ACSA for her essay.
- ◆ **OPHS Choir** received TWO SUPERIOR ratings last weekend for the Girls Treble Choir and the Chamber Choir.
- ◆ Last Saturday, our **OPHS Concert Band & Wind Ensemble** competed in the Heritage Festival at Fullerton College. We came in 2nd Place in our class and division with a Silver Ranking. This annual festival is attended by various musical and choral groups from throughout the US and Canada.

**OPHS Senior artists** were the big winners at the Westlake Art Guild, Conejo Valley 2009 Senior High School Art Contest in April. Overall, OPHS took the most awards and swept the competition!

- ◆ In the **Drawing** Category (we won ALL): 1st. place -**Kelsey Cohen**; 2nd place - **Colin Rickard**; 3<sup>rd</sup> place - **Tiana Dafesh**; Hon. Mention: **Alexis Vandenberg**.
- ◆ In the **Mixed Media** Category: 3rd place -**Travis Keaster**; Hon. Mention - **Kelsey Showalter**.
- ◆ In the **Acrylic/Oil Painting Category**: 1st place - **Nicole Mercado**.
- ◆ Memorial Scholarship Money was awarded to: **Kelsey Cohen** for her "Elephants" Scratchboard; and **Nicole Mercado** for her "The Hunter" painting. Also showing at the event was **Kasumi Tsai**. Almost all are AP Studio Art students!

**All seven senior National Merit Semifinalists** made it to **FINALIST STANDING** and will be receiving scholarships from various organizations. Twelve Juniors have made the first round or recognition for next years NMS competition!

**Traffic:** Is still a problem in the parking lots and area streets. Walking and carpooling is being encouraged. ASB has been discussing options for parents to find other spots to drop off their children rather than high traffic areas, in front of the pavilion and in the student lot!

**May is an incredibly busy month.** AP testing begins next week, along with CAHSEE and STAR testing. Senior activities are the middle of May, and graduation is right around the corner! Prom is May 30, and parents are encouraged to provide alcohol free celebrations, if they are to have any at all. Students will be searched upon entering prom, and any student found under the influence will be cited, suspended and parent called to come and pick them up. They also run the risk of not participating in graduation ceremonies.

**Senior Awards Night** is scheduled for May 21 and the Junior/Senior Honor Assembly is May 22.

**Chinese Language Grant:** We are working with Kim Mogavero, grant writer, to apply for the Federal Foreign Language Assistance Program (FLAP) grant. This grant will allow the expansion of the Chinese curriculum to cover K-16. We have been communicating with Moorpark College and UCLA as our Higher Ed partners. The Grant is due at the end of May!

Respectfully submitted,



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Anthony W. Knight, Ed.D.  
Superintendent

**Members of the Oak Park Unified Board of Education**

**DM:** Lou Tabone, Principal, Oak View High School/Oak Park Independent School

**TE:** May 19, 2009

**JECT:** Monthly Board Report

View

Site Council and staff recommendations for the P.E. program implementation is to continue administering the P.E. until passed; and to continue enrollment in a P.E. class until the test is passed. Additionally, the input is not to be the test as a graduation requirement.

and Site Council have prepared a 2009-10 budget with a 20% reduction.

View students contributed donations to the Billion Trees Project, resulting in over 200 trees being planted in the on.

nt, Parent and Staff WASC surveys are being prepared for distribution.

ews with parents/students at OPHS are being planned. We are working with Julie Heeney, counselor, to meet students that have a strong potential for referral to Oak View in 2009-10.

Open House is on May 6<sup>th</sup>, followed by our Senior Dinner on the 14<sup>th</sup> and our Senior Breakfast on May 19<sup>th</sup>.

ndent School

staff and site council input for the P.E. program is similar to OVHS. Additionally, we support the opportunity for students to enroll in 11<sup>th</sup> and 12<sup>th</sup> grade P.E. at Oak Park High School, if the P.E. Test has not been passed by the 10<sup>th</sup> grade.

and Site Council have prepared a 2009-10 budget with a 20% reduction.

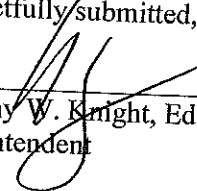
ouse is on May 7<sup>th</sup>, followed by our Information Meeting for New Families on June 3<sup>rd</sup>. We have news ads up in the *Daily News* and the *Acorn* for the Information Meeting. We will reach readers as far as Antelope Simi Valley, San Fernando Valley and Oxnard.

ation is planned for June 11<sup>th</sup> at 11:30-1:00 PM. We will enjoy a casual picnic at Oak Canyon Park.

/student enrichment event is scheduled for May 21<sup>st</sup> with a trip to Oxnard to see the *Peter Pan* production.

ation Day for prospective new students and families is scheduled for June 3<sup>rd</sup> at Red Oak. Faculty and staff gain the features and benefits of our alternative program.

Respectfully submitted,

  
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Anthony W. Knight, Ed.D.  
Superintendent