

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #967

DATE: November 13, 2018

PLACE: **Oak Park High School Presentation Room – G9**
899 Kanan Road, Oak Park, CA 91377

TIME: **5:30 p.m. Closed Session – G9 – Please note later start time**
6:00 p.m. Open Session – G9

The Mission of the Oak Park Unified School District is to provide students with a strong foundation for learning, which meets the challenge of the present and of the future through a balanced education, that includes academic achievement, personal growth and social responsibility.

BOARD OF EDUCATION

Derek Ross, President
Denise Helfstein, Vice President
Barbara Laifman, Clerk
Allen Rosen, Member
Drew Hazelton, Member
Gavin Cornick, Student Board Member



Educating Compassionate and Creative Global Citizens

ADMINISTRATION

Dr. Anthony W. Knight, Superintendent
Ragini Aggarwal, Executive Assistant
Martin Klauss, Assistant Superintendent, Business & Administrative Services
Dr. Leslie Heilbron, Assistant Superintendent, Human Resources
Dr. Jay Greenlinger, Director Curriculum and Instruction
Enoch Kwok, Director, Educational Technology & Information Systems
Susan Roberts, Director, Pupil Services
Stewart McGugan, Director, Student Support and School Safety

COPY OF ENTIRE AGENDA ON WEB SITE

www.opusd.org

11/8/2018

INDIVIDUALS WHO REQUIRE SPECIAL ACCOMMODATION TO PARTICIPATE IN A BOARD MEETING, INCLUDING BUT NOT LIMITED TO AN AMERICAN SIGN LANGUAGE INTERPRETER, ACCESSIBLE SEATING OR DOCUMENTATION IN ACCESSIBLE FORMATS, SHOULD CONTACT THE SUPERINTENDENT'S OFFICE 72 HOURS PRIOR TO THE MEETING TO ENABLE THE DISTRICT TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCOMODATION AND ACCESSIBILITY TO THIS MEETING. PHONE (818) 735-3206 OR FAX (818) 879-0372 or e-mail: raggarwal@opusd.org

Welcome to a meeting of the Oak Park Unified School District Board of Education. Routine items are placed under the Consent Calendar and are approved by a single vote of the Board. When the agenda is adopted, a member of the Board may pull an item from the Consent Calendar and transfer the item to an appropriate place on the agenda for discussion.

The President of the Board shall inquire if there is anyone in the audience who desires to address the board with respect to any items appearing on the closed session agenda, regular session agenda, or on any issue within the subject matter jurisdiction of the Governing Board. The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, 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. In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

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 Conifer Street, Oak Park, CA 91377

NEXT REGULAR MEETING

Tuesday, December 11, 2018

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

Oak Park High School, Presentation Room, G9

AGENDA IS POSTED AT THE FOLLOWING LOCATIONS IN OAK PARK:

District Office, 5801 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: <http://www.opusd.org/>

**OAK PARK UNIFIED SCHOOL DISTRICT
AGENDA – REGULAR BOARD MEETING #967
November 13, 2018**

CALL TO ORDER – Followed by Public Comments/5:30 p.m.

CLOSED SESSION: 5:30 p.m. – Please note later start time

OPEN SESSION: 6:00 p.m.

The Oak Park Unified School District Board of Education will meet in Regular Session at the **Oak Park High School, Presentation Room – G9**, 899 Kanan Road, Oak Park, CA.

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 : Campus Supervisor, Instructional Assistants 1 Literacy and Numeracy, Instructional Assistants II – Special Education, Instructional Assistant II Sub – Special Education, Instructional Assistant III – Behavior, Walk-on Coaches, Accounting Assistant I, Extended Care Site Leader – OHES, Interim Dean of Students – Medea Creek Middle School

C. CONFERENCE WITH LABOR NEGOTIATORS:

Agency designated representatives: Leslie Heilbron and Martin Klauss

Employee organizations: Oak Park Teachers Association & Oak Park Classified Association

IV: CALL TO ORDER – RECONVENE IN OPEN SESSION AT: _____ p.m.

A. ROLL CALL

B. FLAG SALUTE

C. REPORT OF CLOSED SESSION ACTIONS TAKEN

D. ADOPTION OF AGENDA

V. PUBLIC SPEAKERS: SPEAKERS ON AGENDA AND NON-AGENDA ITEMS

VI. OPEN COMMUNICATIONS/PRESENTATIONS

A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS

1. Remarks from Board Members
2. Report from Student Board Member
3. Remarks from Superintendent
4. Report from School Site Councils
5. Report from Oak Park Education Foundation

6. Report from Oak Park Municipal Advisory Council
7. Presentation by Director of Extended Care Programs, Sara Ahl

B. 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 Minutes of Regular Board Meeting October 16, 2018](#)
- b. [Public Employee/Employment Changes 01CL23992-01CL24031 & 01CE09199-01C09301](#)
- c. [Approve Purchase Orders – October 1 - October 31, 2018](#)
Board Policy 3300 requires Board approval of Purchase Orders
- d. [Approve Overnight Trip for Oak Park High School Boys Basketball Tournament – December 26-29, 2018 – San Diego, CA](#)
Board Policy 6153 requires Board approval for student overnight trips
- e. [Approve Overnight Trip for Oak Hills Elementary School 4th Grade – February 20-21, 2019 – Oak Glen, CA](#)
Board Policy 6153 requires Board approval for student overnight trips
- f. [Approve Out of State Travel for Certificated Employees to Attend the Teacher's College IEP Institute at Columbia University, NY – December 3-5, 2018](#)
Board Policy 3350 requires Board approval for employee's out of state travel

ACTION

2. BUSINESS SERVICES

- a. [Approve Resolution #18-24, Participation in District of Choice Program for School Year 2019-2020](#)
According to provisions of DOC program, the Board is required to approve Resolution annually
- b. [Approve Architectural Service Order, with HED Architects for General Consulting Services in Connection with the Measure S Bond Program](#)
Board Policy 3312 requires Board approval for contracts for services
- c. [Approve Additional 2018-19 Stipends for Medea Creek Middle School, Oak Park High School, Oak View High School and Oak Park Independent School, and Curriculum and Instruction](#)
Board approval required for additional stipends not approved at Budget adoption
- d. [Authorize and Approve Measure S Project 18-45S, Equipment Purchase Contract for ORCA Food Waste Recycling Equipment, Including Related Installation and Service Agreement](#)
Board approval required for projects funded by Measure S Bond fund
- e. [Authorize and Approve Measure S Project 18-46S, Upgrade and Addition of Stairs and Sidewalk to Improve Safety for Athletic Facilities at Oak Park High School](#)
Board approval required for projects funded by Measure S Bond fund
- f. [Ratify Architectural and Engineering Services Agreements with Adaptive Modular Solutions, Inc., for Measure S Projects at Brookside Elementary School, Red Oak Elementary School, and Medea Creek Middle School](#)
Board Policy 3312 requires Board approval for contracts for service
- g. [Approve an Updated Fee Schedule for Use of School Facilities](#)
Board Policy 1330 requires Board approval to update the Facility Use Fees Schedule

3. HUMAN RESOURCES

- a. [Approve 2018-19 Early Retirement Incentive Memorandum of Understanding Between Oak Park Unified School District and Oak Park Teachers Association](#)
Board approval required for Memoranda of Understanding with collective bargaining units
- b. [Adopt Remedy to Uniform Complaint Received Pertaining to Student Fees](#)
Board Policy 3260 requires Board approval of remedy in accordance with 5 CCR 4600

4. BOARD

- a. [Approve Selection of Annual Organization Board Meeting – December 11, 2018](#)
Education Code 35143 requires the Board to choose and approve its organizational meeting Date
- b. [Approve California School Boards Association - Delegate Assembly Nomination](#)
Board may choose to make a nomination to the CSBA Delegate Assembly

5. BOARD POLICIES

- a. [Approve Amendment to Board Policy 1100– Communication with the Public - First Reading](#)
Board Policy updated to add definition of the types of mass mailings that cannot be sent at district expense and to reflect law which prohibits certain mass mailings, which are otherwise permissible, from being sent within 60 days preceding an election. Policy also deletes references to repealed Title 2 regulation (Register 2018, No. 12).
- b. [Approve Amendment to Board Policy 3290 – Gifts, Grants, and Bequests - First Reading](#)
Board Policy updated to add new section on "Online Fundraising" addressing considerations for approving a crowdfunding Internet platform to raise funds for district, school, or classroom projects or equipment. Policy also adds a prohibition against accepting any gift, grant, or bequest that promotes the use of non-nutritious foods or beverages and provides that any advertising used by a corporate sponsor meet the standards specified in BP 1325 - Advertising and Promotion.
- c. [Approve Amendment to Board Policy and Administrative Regulation 3516 – Emergencies and Disaster Preparedness Plan - First Reading](#)
Board Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.
- d. [Approve Amendment to Board Policy and Administrative Regulation 4158/4258/4358 – Employee Security - First Reading](#)
Board Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.
- e. [Approve Amendment to Board Policy and Administrative Regulation 6145.2– Athletic Competition - First Reading](#)
Board Policy updated to reflect NEW LAW (AB 2009) which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events.

Regulation also includes new section on "Heat Illness" reflecting NEW LAW (AB 2800) which requires coaching education programs to include training on the signs and symptoms of, and appropriate response to, heat illness.

f. Approve Amendment to Board Bylaw 9110 – Terms of office - First Reading

Board Bylaw updated to reflect NEW LAW (AB 2449) which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Bylaw also provides that, if the district chooses or is required to consolidate its board elections with the local municipal or state primary or general elections, elections could occur in even-numbered years and the term of incumbent board members would be extended to align with the next election.

VII INFORMATION ITEMS

1. Month 2 Enrollment and Attendance Report 2018-19
2. Monthly Cash Flow Report
3. Monthly Measure S Project Status Report
4. Annual Update of District Facility Inspection Program

VIII. OPEN DISCUSSION

IX. ADJOURNMENT:

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

IX. SCHOOL REPORTS/SCHOOL SITE COUNCIL REPORTS

1. Brookside Elementary School Report
2. Oak Hills Elementary School Report
3. Red Oak Elementary School Report
4. Medea Creek Middle School Report
5. Oak Park High School Report
6. Oak View High School/Oak Park Independent School
7. Oak Park Neighborhood School

BOARD OF EDUCATION

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Derek Ross, called the regular meeting to order at 5:31 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Mr. Derek Ross, President, Ms. Denise Helfstein, Vice President, Ms. Barbara Laifman, Clerk, Mr. Allen Rosen, Member, and Mr. Drew Hazelton, Member

BOARD ABSENT

None

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

Board President, Derek Ross reported that in Closed Session the Board would be discussing:

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

B. PUBLIC EMPLOYEE EMPLOYMENT: Instructional Assistants 1 Literacy and Numeracy, Instructional Assistants 1 – Grade 4, Club Oak Park Assistant Site Leaders, Walk on Coach – Athletics, Instructional Assistant III – Behavior, Club Oak Park Site Leader – MCMS, Guest Teachers, Director Sustainability Maintenance, and Operations

C. CONFERENCE WITH LABOR NEGOTIATORS:

Agency designated representatives: Leslie Heilbron and Martin Klauss
Employee organizations: Oak Park Teachers Association & Oak Park Classified Association

The Board adjourned to Closed Session at 5:31 pm.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Derek Ross, called the regular meeting to order at 6:01 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Mr. Derek Ross, President, Ms. Denise Helfstein, Vice President, Ms. Barbara Laifman, Clerk, Mr. Allen Rosen, Member, Mr. Drew Hazelton, Member, and Gavin Cornick, Student Board Member.

BOARD ABSENT

None

STAFF PRESENT

Dr. Tony Knight, Superintendent, Mr. Martin Klauss, Assistant Superintendent, Business Services, Dr. Jay Greenlinger, Director of Curriculum and Instruction, and Mrs. Ragini Aggarwal, Executive Assistant.

FLAG SALUTE

Jason Meskis led the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

Dr. Knight reported that in closed session the Board took no action.

ADOPTION OF AGENDA

Student Board Member, Gavin Cornick cast a preferential vote to approve the adoption of the Agenda.

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education adopted the agenda as presented. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0.

PUBLIC SPEAKERS

None

PRESENTATION

The Board recognized Dick Billingsley, on his receipt of the CIF Champions for Character Award.

REPORT FROM BOARD MEMBERS

Board Member Barbara Laifman reported that she attended the Wishtree event, EEAC meeting, and the Community Engagement Committee meeting.

Board Member Denise Helfstein reported that and that she attended the PFA Meetings at Medea Creek Middle School and Oak Park High School, Technology Committee Meeting, Curriculum Council Meeting, Wellness Council Meeting, College Knowledge Night at Oak Park High School, Home Coming Game and the girls' volleyball game at Oak Park High School. Denise also attended the Annual Meeting to elect members to the Ventura County Committee on School District Organization. Denise reported that she along with Pat Phelps from CVUSD were elected to Supervisory District 2. On the same night, Denise attended the VCSBA Dinner Meeting, where the program was "Special Education Funding and Current Regulations."

Board Member Allen Rosen reported that he attended the Homecoming football game and that the Oak Park MAC meeting was cancelled for September.

Board Member Drew Hazelton reported that he attended the Safety and Security Task Force meeting, the Measure S Meeting and also the Homecoming game.

Board Member Derek Ross reported that he attended the Safe Kids Task Force meeting and the Safety and Security Task Force meeting. Derek acknowledged Stew McGugan, the Director of Student Support and School Safety, on doing an outstanding job.

Superintendent Dr. Tony Knight reported that he attended the Santa Cruz Island trip with Red Oak Elementary 5th grade students. Dr. Knight also mentioned that the District of Choice applications are live and we will be hosting an information night for prospective parents on October 24, 2018.

Student Board Member Gavin Cornick reported that the Juniors in English III AP attended the Whale Watching trip and had the opportunity to see a number of whales. Gavin also reported that the first quarter just ended at OPHS, the ASB organized a very successful Homecoming rally and dance and they are looking at ways to improve the halftime show next year to make it more engaging. The ASB is also looking at various other options for a replacement fundraiser instead of the candy and cookie dough fundraisers.

REPORT FROM SCHOOL SITE COUNCIL

The Board received School Site Council reports from, Brookside Elementary School, Red Oak Elementary School, Oak Hills Elementary School, Medea Creek Middle School and Oak Park High School.

REPORT FROM OAK PARK MUNICIPAL ADVISORY COUNCIL

Jane Nye MAC member and the liaison for the Oak Park Unified School District reported that they did not have a MAC meeting in September. Jane Nye reported that they have three new MAC members who are going to be appointed and there will be no election as there were only three open spots and only three people submitted papers.

PRESENTATION BY DIRECTOR OF STUDENT NUTRITION

Carole Ly, Director of Student Nutrition, provided an overview of the student nutrition program, evidencing the growth of sales and participation, and hi-lighting the manner in which the program continues to be a model of high quality, nutritious, sustainable, and delicious food service.

PRESENTATION OF CASSPP SCORES BY DIRECTOR OF CURRICULUM AND INSTRUCTION

Dr. Jay Greenlinger, Director of Curriculum and Instruction, delivered a comprehensive report on State Assessment Results.

Student Board Member Gavin Cornick left the meeting at 7:43 pm.

B.1. CONSENT AGENDA

On motion of Denise Helfstein, seconded by Barbara Laifman, the Board of Education approved the Consent Agenda. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0.

- a. [Approve Minutes of Regular Board Meeting September 17, 2018](#)
- b. [Public Employee/Employment Changes 01CL23936-01CL23991 & 01CE09010-01C09198](#)
- c. [Approve Purchase Orders – September 1 - September 30, 2018](#)
- d. [Approve Overnight Trip for Oak Park High School Future Business Leaders of America Club to Attend the Leadership Development Institute – October 27-28, 2018 – Anaheim, CA](#)
- e. [Approve Overnight Trip for Oak Park High School Girls Basketball Team Building Event November 2-3, 2018 – OPHS Gym](#)
- f. [Approve Overnight Trip for Oak Park High School Girls Basketball Tournament – January 3-5, 2019 – Palm Springs, CA](#)
- g. [Approve Out of State Trip for Oak Park High School Choir – March 31, 2019 – April 1, 2019 – Carnegie Hall, NY](#)
- h. [Approve Out of State Travel for Classified Employee to Attend the Northwest Health and Nutrition Conference, October 2018, Portland, OR](#)
- i. [Approve Quarterly Report on Williams Uniform Complaints – October 2018](#)
- j. [Approve the Disposal of Obsolete or Surplus Instructional Materials, Books, and/or Library Books](#)
- k. [Approve Revised Student Teaching Agreement with Loyola Marymount University](#)

B.2. BUSINESS SERVICES

- a. [Approve Resolution #18-23, a Resolution of the Board of Education of the Oak Park Unified School District, Ventura County, California Authorizing the Issuance of Oak](#)

Park Unified School District (Ventura County, California) Election of 2016 General Obligation Bonds, Series B, and Actions Related Thereto

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved Resolution #18-23, a Resolution of the Board of Education of the Oak Park Unified School District, Ventura County, California Authorizing the Issuance of Oak Park Unified School District (Ventura County, California) Election of 2016 General Obligation Bonds, Series B, and Actions Related Thereto. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

b. Approve Acceptance of Donation

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the Acceptance of Donation. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

c. Ratify Agreement for Consulting Services for the Development and Submittal of OPUSD Career Technical Educational Facilities Grant Application

On motion of Derek Ross, seconded by Barbara Laifman, the Board of Education ratified the Agreement for Consulting Services for the Development and Submittal of OPUSD Career Technical Educational Facilities Grant Application. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

d. Authorize and Award Measure S Construction Contract for Access Road Improvements in Connection with Project 18-21S, Classroom Replacement at Medea Creek Middle School

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education authorized and awarded Measure S Construction Contract for Access Road Improvements in Connection with Project 18-21S, Classroom Replacement at Medea Creek Middle School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

e. Authorize and Award Measure S Construction Contract in Connection with Project 18-39S, Addition and Improvements to Counseling Offices at Medea Creek Middle School

On motion of Barbara Laifman, seconded by Drew Hazelton, the Board of Education authorized and awarded Measure S Construction Contract in Connection with Project 18-39S, Addition and Improvements to Counseling Offices at Medea Creek Middle School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

f. Authorize and Award Measure S Construction Contract in Connection with Project 18-40S, Upgrade and Addition of Safety/Security Gates for Perimeter Fencing at Medea Creek Middle School

On motion of Allen Rosen, seconded by Drew Hazelton, the Board of Education authorized and awarded Measure S Construction Contract in Connection with Project 18-40S, Upgrade and Addition of Safety/Security Gates for Perimeter Fencing at Medea Creek Middle School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

g. Authorize and Ratify Measure R Construction Contract in Connection with Project 18-41R, Relocatable Classroom Repairs at Multiple Sites

On motion of Derek Ross, seconded by Barbara Laifman, the Board of Education authorized and ratified Measure R Construction Contract in Connection with Project 18-41R, Relocatable Classroom Repairs at Multiple Sites. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

h. Approve Amendment #1 for Measure S Project 18-33S, Solar Installation Maintenance Contract

On motion of Allen Rosen seconded by Denise Helfstein, the Board of Education approved Amendment #1 for Measure S Project 18-33S, Solar Installation Maintenance Contract. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

i. [Authorize Measure S Technology Project 18-42S, Computers-on-Wheels Laptops for Art Classes at Medea Creek Middle School](#)

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education authorized Measure S Technology Project 18-42S, Computers-on-Wheels Laptops for Art Classes at Medea Creek Middle School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

j. [Authorize Measure S Technology Project 18-43S, Virtual Reality Workstation Pilot](#)

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education authorized Measure S Technology Project 18-43S, Virtual Reality Workstation Pilot. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

k. [Authorize Measure S Technology Project 18-44S, iPad Refresh: K-2 Totes](#)

On motion of Denise Helfstein, seconded by Barbara Laifman, the Board of Education authorized Measure S Technology Project 18-44S, iPad Refresh: K-2 Totes. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

l. [Approve Renewal of District Membership in California School Funding Coalition](#)

On motion of Denise Helfstein, seconded by Barbara Laifman, the Board of Education approved Renewal of District Membership in California School Funding Coalition. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

B.3. CURRICULUM AND INSTRUCTION

a. [Approve Submission of the Career Technical Education \(CTE\) Facilities Program Grant \(CTEFP\)](#)

On motion of Denise Helfstein, seconded by Allen Rosen, the Board of Education approved the Submission of the Career Technical Education (CTE) Facilities Program Grant (CTEFP). Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

b. [Approve Additional Textbook for Oak Park Independent School's Psychology Curriculum](#)

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved the Additional Textbook for Oak View High School's Nature Based Program. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

B.4. BOARD POLICIES

a. [Approve Adoption of Board Policy 0415 – Equity - First Reading](#)

On motion of Denise Helfstein, seconded by Barbara Laifman, the Board of Education approved the Adoption of Board Policy 0415 – Equity as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

b. [Approve Amendment of Board Policy 2210 – Administrative Discretion Regarding Board Policy - First Reading](#)

On motion of Barbara Laifman, seconded by Drew Hazelton, the Board of Education approved the Amendment of Board Policy 2210 – Administrative Discretion Regarding Board Policy as First and Final Reading with the suggested changes. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

c. [Approve Amendment to Board Policy and Administrative Regulation 3320 – Claims and Actions Against the District - First Reading](#)

On motion of Derek Ross seconded by Drew Hazelton, the Board of Education approved the Amendment to Board Policy and Administrative Regulation 3320 – Claims and Actions Against the District as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

d. [Approve Amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 – Sexual Harassment - First Reading](#)

On motion of Denise Helfstein, seconded by Barbara Laifman, the Board of Education

approved the amendment to Board Policy and Administrative Regulation
4119.11/4219.11/4319.11 – Sexual Harassment as First and Final Reading. Motion carried Aye:
Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

e. Approve Amendment to Board Policy and Administrative Regulation 5112.5–
Open/Closed Campus - First Reading

On motion of Barbara Laifman, seconded by Denise, the Board of Education approved the
amendment to Board Policy and Administrative Regulation 5112.5– Open/Closed Campus.
Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0.

OPEN COMMUNICATIONS

On motion of Barbara Laifman, seconded by Denise Helfstein, there being no further business before this
Board, the Regular meeting is declared adjourned at 9:17 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

ISSUE: APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS

CONSENT

AUTHORIZATION TO HIRE

Number	Name	Position	Start Date	Fund	Salary	Site
CL23992	Germyna Day	Accounting Assistant I	11/1/2018	Fund 120	\$18.68	DO
CL23993	Nooshin Nemati	Campus Supervisor	11/1/2018	General	\$15.29	ROES
CL23994	Brianna Hedgecock	Extended Care Site Leader	11/9/2018	Fund 120	\$25.02	OHES
CL23995	Beatriz Posner	Instructional Assistant I - Literacy & Numeracy	11/1/2018	OPEF	\$18.77	OHES
CL23996	Blanca Elazary	Instructional Assistant I - Literacy & Numeracy	10/12/2018	OPEF	\$15.80	OHES
CL23997	Deborah Kantor	Instructional Assistant I - Literacy & Numeracy	10/12/2018	OPEF	\$17.69	OHES
CL23998	Jovana Munoz	Instructional Assistant I - Literacy & Numeracy	10/12/2018	OPEF	\$15.80	OHES
CL23999	Pamela Smith	Instructional Assistant I - Literacy & Numeracy	10/12/2018	OPEF	\$16.72	OHES
CL24000	Priyamvada Amladi	Instructional Assistant I - Literacy & Numeracy	10/12/2018	OPEF	\$15.80	OHES
CL24001	Simone Cohen	Instructional Assistant I - Literacy & Numeracy	11/1/2018	OPEF	\$17.69	ROES
CL24002	Sylvia Domaradzka	Instructional Assistant I - Literacy & Numeracy	10/12/2018	OPEF	\$17.69	OHES
CL24003	Aubrey Guidetti	Instructional Assistant II - SpEd	10/17/2018	Special Ed	\$17.09	MCMS
CL24004	Kylie Kelleher	Instructional Assistant II - SpEd	10/8/2018	Special Ed	\$18.09	BES
CL24005	Ankita Mahta	Instructional Assistant II - SpEd SUB	10/8/2018	Special Ed	\$17.09	BES
CL24006	Reigna Pierce	Instructional Assistant III - Behavior	10/16/2018	Special Ed	\$20.54	OPNS
CL24007	Dennis Lane	Walk-On-Coach - Not to Exceed \$3,500.00	10/18/2018	Coaches, Athletics	TBD	OPHS
CL24008	Gabriel Naudin	Walk-On-Coach - Not to Exceed \$3,500.00	11/1/2018	Coaches, Athletics	TBD	OPHS
CL24009	Phillip Tesoro	Walk-On-Coach - Not to Exceed \$3,500.00	10/18/2018	Coaches, Athletics	TBD	OPHS

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
CL24010	Meow Hannie Low	Catalina Instructional Assistance Coverage	10/29/2018	Catalina Site	\$ 300.00	MCMS
CL24011	Zach Taylor	Astro Camp Instructional Assistance Coverage	10/24/2018	Astro Site	\$ 300.00	MCMS
CL24012	Loretta Brown	Curricular Trip Prep	8/1/2018	25300 Donations	\$ 300.00	MCMS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
CL24013	Cindy Bisciglia	Curricular Trip Prep	8/1/2018	25300 Donations	\$ 300.00	MCMS
CL24014	Debbie Church	Curricular Trip Prep	8/1/2018	25300 Donations	\$ 300.00	MCMS

IN-SERVICE CHANGE						
Number	Name	Change	Effective Date	Fund	Salary	Site
CL24015	Christine Reale	Instructional Assistant I - Literacy & Numeracy + increase Hrs	10/1/2018	OPEF	\$19.87	BES
CL24016	Jennifer Burstein	Instructional Assistant I - Literacy & Numeracy - Funding change	10/1/2018	OPEF	\$19.87	BES
CL24017	Regina Pahn	Instructional Assistant I - Literacy & Numeracy - Funding change	10/1/2018	OPEF	\$19.87	BES
CL24018	Pamela Norton	Instructional Assistant I - Literacy & Numeracy - Funding change	10/1/2018	OPEF	\$18.77	BES
CL24019	Lisa Solny	Instructional Assistant I - Literacy & Numeracy - Funding change	10/1/2018	OPEF	\$19.87	OHES
CL24020	Debbie Chulack	Instructional Assistant I - Literacy & Numeracy - Funding change	10/1/2018	OPEF	\$19.87	ROES
CL24021	Sindhu Sreeraj	Instructional Assistant I - Literacy & Numeracy - Funding change	10/1/2018	OPEF	\$15.80	ROES
CL24022	Araceli Prieto	Child Nutrition Cook - from Food Service I Sub	10/8/2018	Fund 130	\$19.36	OPHS
CL24023	Mike Bartolucci	Campus Supervisor Reduced hours	10/19/2018	General	\$17.12	ROES
CL24024	Ryan Coronel	Campus Supervisor Increase in hours	10/19/2018	General	\$17.12	ROES
CL24025	Melanie Mecchella	Instructional Assistant III - Behavior Increase in hrs	11/1/2018	Special Ed	\$23.07	OHES
CL24026	Shannon Curtis	Instructional Assistant II - SpED from OHES to ROES	11/7/2018	Special Ed	\$20.54	ROES
CL24027	Allison Keitel	Instructional Assistant II - SpED from ROES to OHES	11/7/2018	Special Ed	\$20.54	OHES
CL24028	Allison Keitel	Student Services Assistant I site from ROES to OHES	11/7/2018	General	\$20.54	OHES

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

SEPARATION

Number	Name	Position	Effective Date	Separation Type	Salary	Site
CL24029	Katina Snyder	Department Clerk	10/26/2018	Resignation	\$17.00	MCMS
CL24030	Lynn Cummings	Instructional Assistant II - SpEd	11/16/2018	Resignation	\$20.30	OHES
CL24031	Diane Benaszek	Instructional Assistant II - SpEd	11/5/2018	LOA Medical	\$20.54	OPHS

Prepared by:
 Leslie Heilbron Assistant Superintendent /Human Resources

Respectfully Submitted,

Anthony W. Knight, Ed.D.
 Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

AUTHORIZATION TO HIRE

Number	Name	Position	Start Date	Fund	Site	
01CE09199	Anne Jenks	Interim Dean of Students	11/6/2018	General	MCMS	

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
01CE09200	Tara Lamb	Catalina Coordinator	9/4/2018	Donation	\$ 700.00	MCMS
01CE09201	Maureen O'Hagan	Catalina Coordinator	9/4/2018	Donation	\$ 700.00	MCMS
01CE09202	Al Calce	Intramural Coor/Coach	9/11/2018	PFA	\$ 1,000.00	MCMS
01CE09203	Casey Webb	Intramural Coor/Coach	9/11/2018	PFA	\$ 1,000.00	MCMS
01CE09204	Tara Lamb	Science Olympiad	8/7/2018	PFA	\$ 1,000.00	MCMS
01CE09205	Rob Large	Math Counts	8/7/2018	PFA	\$ 1,000.00	MCMS
01CE09206	Paula Franco	8th grade Activities/Culmination	3/1/2019	PFA	\$ 300.00	MCMS
01CE09207	Amy Sinnamon	Dept. Chair Math	8/7/2018	Site	\$ 1,500.00	MCMS
01CE09208	Marta graves	Dept. Chair Science	8/7/2018	Site	\$ 1,500.00	MCMS
01CE09209	Al Calce	Dept. Chair PE	8/7/2018	Site	\$ 1,500.00	MCMS
01CE09210	Vanessa Heller	Dept. Chair Language Arts	8/7/2018	Site	\$ 1,500.00	MCMS
01CE09211	Sharon Lavene	Dept. Chair Humanities	8/7/2018	Site	\$ 1,500.00	MCMS
01CE09212	Maria Jimenez	Dept. Chair Special Ed	8/7/2018	Site	\$ 1,500.00	MCMS
01CE09213	Catherine Steiner	Dept. Chair Electives	8/7/2018	Site	\$ 1,000.00	MCMS
01CE09214	Kim Connelly	6th grade Lead Math/Science	8/7/2018	Site	\$ 500.00	MCMS
01CE09215	Rebecca Goldman	6th Grade Lead Humanities	8/7/2018	Site	\$ 500.00	MCMS
01CE09216	Katie Cohen	Garden Manager	8/7/2018	PFA	\$ 1,000.00	MCMS
01CE09217	Michael O'Hagan	Webmaster	8/7/2018	PFA	\$ 300.00	MCMS
01CE09218	Nick Jerrems	8th Grade Trip Coordinator	4/1/2019	PFA	\$ 300.00	MCMS
01CE09219	Malia Cadle	8th grade Advisor	4/1/2019	PFA	\$ 450.00	MCMS
01CE09220	Elayne Roesner	Beginning Band Support	8/7/2018	OPIMA	\$ 4,191.00	MCMS
01CE09221	Al Calce	Leadership	8/7/2018	Site	\$ 800.00	MCMS
01CE09222	Sharon Lavene	Leadership	8/7/2018	Site	\$ 800.00	MCMS
01CE09223	Teresa Hogan	Leadership	8/7/2018	Site	\$ 800.00	MCMS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

AUTHORIZATION TO PAY STIPEND						
Number	Name	Position	Start Date	Fund	Salary	Site
01CE09224	Kim Connelly	Leadership	8/7/2018	Site	\$ 800.00	MCMS
01CE09225	Katie Cohen	Leadership	8/7/2018	Site	\$ 800.00	MCMS
01CE09226	Frances Hermosillo	Leadership	8/7/2018	Site	\$ 800.00	MCMS
01CE09227	Katie Cohne	Earth Week	4/22/2019	PFA	\$ 100.00	MCMS
01CE09228	Elana Levine	Jazz Band	8/14/2018	Donations	\$ 3,000.00	MCMS
01CE09229	Suzanne Shea	WEB Advisor	8/7/2018	PFA	\$ 500.00	MCMS
01CE09230	Suzanne Shea	Pandas Club - 6th grade	10/1/2018	PFA	\$ 500.00	MCMS
01CE09231	Kim Sonnabend	Math Club - 6th grade	10/1/2018	PFA	\$ 500.00	MCMS
01CE09232	Kim Sonnabend	Web Tutoring	9/11/20018	PFA	\$ 700.00	MCMS
01CE09233	Kim Connelly	Web Advisor	8/7/20108	PFA	\$ 500.00	MCMS
01CE09234	Kim Connelly	Web Tutoring	9/11/2018	PFA	\$ 700.00	MCMS
01CE09235	Jessica Fadgen	Geography Bee	1/8/2019	PFA	\$ 150.00	MCMS
01CE09236	Casey Webb	Dodgeball Club	10/1/2018	PFA	\$ 250.00	MCMS
01CE09237	Katheryn Klamecki	Dodgeball Club	10/1/20108	PFA	\$ 250.00	MCMS
01CE09238	Michael O'Hagan	Dungeons & Dragons Club	10/1/2018	PFA	\$ 400.00	MCMS
01CE09239	Frances Hermosillo	Fitness Club	10/1/2018	PFA	\$ 250.00	MCMS
01CE09240	Kathryn Dusek	The Calm Place Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09241	Maria Jimenez	Movie Club	10/1/2018	PFA	\$ 250.00	MCMS
01CE09242	Steve Peterson	Journalism CLub	10/1/2018	PFA	\$ 500.00	MCMS
01CE09243	Brian Winsick	Chess Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09244	Brian Winsick	Economics Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09245	Brian Winsick	Surf Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09246	Jessica Fadgen	Hockey Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09247	Jessica Fadgen	Movie Club	10/1/2018	PFA	\$ 250.00	MCMS
01CE09248	Vanessa Heller	Take Time Tuesday Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09249	Vanessa Heller	Make It Better Monday Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09250	Tim Roesner	Rockets Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09251	Tim Roesner	Airplanes Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09252	Brittany Gibson	Dance Club	10/1/2018	PFA	\$ 400.00	MCMS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

01CE09253	Brittany Gibson	Fitness Club	10/1/2018	PFA	\$ 250.00	MCMS
01CE09254	Danielle McFadden	Origami Paper Art Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09255	Cathy Norton	Yo Yo Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09256	Nick Jerrems	Gamer Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09257	Malia Cadle	6ht grade Art Club	10/1/2018	PFA	\$ 400.00	MCMS
01CE09258	Malia Cadle	7/8th grade At Club	10/1/2018	PFA	\$ 400.00	MCMS
01CE09259	Roni Hernandez	Spanish Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09260	Elana Levine	Strings Club Advisor	10/1/2018	PFA	\$ 500.00	MCMS
01CE09261	Catherine Steiner	Mock Trial	10/1/2018	PFA	\$ 1,000.00	MCMS
01CE09262	Catherine Steiner	Minecraft Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09263	Catherine Steiner	CJSF Sponsor	10/1/2018	PFA	\$ 1,000.00	MCMS
01CE09264	Katie Cohen	Doctor Who Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09265	Katie Cohen	Garden Club	10/1/2018	PFA	\$ 500.00	MCMS
01CE09266	John Austin	Catalina I/A coverage	10/29-10/31/18	Donations	\$ 300.00	MCMS
01CE09267	Jessica Fadgen	Geography Bee	1/8-1/30/19	PFA	\$ 150.00	MCMS
01CE09268	Christine Fersht	District Innovators	9/1/2018	LCAP	\$ 300.00	MCMS
01CE09269	Tiffany Johnson	District Innovators	9/1/2018	LCAP	\$ 600.00	OPHS
01CE09270	Brianne Hazelwood	District Innovators	9/1/2018	LCAP	\$ 600.00	OPHS
01CE09271	Winnie Litten	District Innovators	9/1/2018	LCAP	\$ 600.00	OPHS
01CE09272	Caitlin Fowler	District Innovators	9/1/2018	LCAP	\$ 600.00	OPHS
01CE09273	Tris Wenker	District Innovators	9/1/2018	LCAP	\$ 600.00	OPHS
01CE09274	Susan Allen	District Innovators	9/1/2018	LCAP	\$ 600.00	OVHS
01CE09275	Ty DeLong	District Innovators	9/1/2018	LCAP	\$ 600.00	OPIS
01CE09276	Ericka Jauchen	District Innovators	9/1/2018	LCAP	\$ 600.00	OHES
01CE09277	Julie Matthews	District Innovators	9/1/2018	LCAP	\$ 600.00	ROES
01CE09278	Vanessa Heller	District Innovators	9/1/2018	LCAP	\$ 600.00	ROES
01CE09279	Michael O'Hagen	District Innovators	9/1/2018	LCAP	\$ 600.00	MCMS
01CE09280	Marta Graves	District Innovators	9/1/2018	LCAP	\$ 600.00	MCMS
01CE09281	Julie Matthews	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	ROES
01CE09282	Marjorie Cohen	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	ROES
01CE09283	Sara Lipkin	Curriculum Catalysts	9/1/2018	LCAP	\$ 300.00	BES
01CE09284	Allison Gerin	Curriculum Catalysts	9/1/2018	LCAP	\$ 300.00	BES
01CE09285	Beth Barber	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	BES

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

01CE09286	Sandy Hirano	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	BES
01CE09287	Erik Squire	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	BES
01CE09288	Lisa Ortiz	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	BES
01CE09289	Paula Foy	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	OHES
01CE09290	Stephanie Love	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	OHES
01CE09291	Keri Lieberman	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	OHES
01CE09292	Joy Reints	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	OHES
01CE09293	Kristen Chobanian	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	OHES
01CE09294	Quincie Melville	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	OHES
01CE09295	Nicole Lo Bianco	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	ROES
01CE09296	Martie Ewing	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	ROES
01CE09297	Lynnae Gaeta	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	ROES
01CE09298	Jamie Brown	Curriculum Catalysts	9/1/2018	LCAP	\$ 600.00	ROES

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Fund	Site	
01CE09299	Elana Levine	Medical Leave	12/22/2018	General	MCMS	
01CE09300	Lindsay Smits	Post Partum Leave	10/31/2018	General	MCMS	
01CE09301	Samantha Gottlieb	Pregnancy Disability Leave	10/31/2018	General	MCMS	

SEPARATION

Number	Name	Position	Effective Date	Separation	Salary	Site

Prepared by:
 Leslie Heilbron Assistant Superintendent /Human Resources

Respectfully Submitted,

 Anthony W. Knight, Ed.D.
 Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.1.c. APPROVE PURCHASE ORDERS – OCTOBER 1 THROUGH 31, 2018

CONSENT

ISSUE: Shall the Board approve the attached purchase orders issued for the period October 1 through 31, 2018?

BACKGROUND: Attached is the Purchase Order Report listing all purchase orders issued during the reporting period.

FISCAL IMPACT: 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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Includes Purchase Orders dated 10/01/2018 - 10/31/2018

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B19-00027	Scantron Corporation	DON: Open PO for Scantron Forms	Medea Creek Middle School	010	1,738.54
B19-00074	Pyro-Comm Systems, Inc.	2018--2019 Fire Alarm Maintenance Service	Business Administration	010	4,000.00
B19-00186	Ryan Communications	2018-2019 District-wide Radio Repair/Supplies	Business Administration	010	2,843.50
B19-00219	Alexander Tseitlin	Band Coach/Opima/Other Exp.	Oak Park High School	010	5,000.00
B19-00220	Kylee Murray	Band Coach/Oth. Oper. Exp.	Oak Park High School	010	2,500.00
B19-00221	Cameron Curtis	Band Coach/Oth. Oper. Exp.	Oak Park High School	010	4,500.00
B19-00222	Jason Abraham Paras	Band Coach/Oth. Oper. Exp	Oak Park High School	010	2,500.00
B19-00223	Fagen Friedman & Fulfroft LLP	2018-2019 Legal Services	Business Administration	010	145,000.00
				120	5,000.00
B19-00224	Ready Refresh by Nestle	Water delivery for EC sites-BES, ROES, OHES, MCMS	Extended Care Program	120	2,000.00
B19-00225	Farmer Bros. Co.	2018-2019 Coffee Supplies	Business Administration	010	2,000.00
B19-00226	Christine Denise DeKlotz	Music Specialist/PFA/Other Exp.	Oak Park High School	010	2,500.00
B19-00227	Gold Star Foods	Dried Snacks for EC sites-BES, ROES, OHES, MCMS	Extended Care Program	120	15,000.00
B19-00228	COSTCO WHOLESALE	Supplies for EC Sites-BES, ROES, OHES, MCMS	Extended Care Program	120	5,000.00
B19-00229	Sports Facilities Group	Annual Safety Inspection/Svs BB Backstops at OPHS	Business Administration	010	7,375.00
B19-00230	Sports Facilities Group	Annual Safety Inspection/Svs BB Backstops at MCMS	Business Administration	010	1,400.00
B19-00231	Triunfo Cty San Dist	2018 - 2019 Sewer Service Annual Fee	Business Administration	010	114,000.00
B19-00232	Green Charge Networks, LLC	Monthly Payments for Battery Back-Up per Agreement	Business Administration	010	8,400.00
B19-00233	McMaster-Carr Company	2018-2019 for Electrical Supplies	Business Administration	010	800.00
B19-00234	Office Depot Customer Service Center	Blanket PO for Curriculum Office Supplie	Curriculum	010	5,000.00
B19-00235	United Rentals	2018 - 2019 Open PO for Equipment Rentals	Business Administration	010	1,000.00
B19-00236	DCH Thousand Oaks, Inc.	2018/19 Open PO Ford Vehicle Repair/Maintenance	Business Administration	010	400.00
B19-00237	Famcon Pipe & Supply	2018- 2019 for Grounds/Maintenance Supplies	Business Administration	010	1,000.00
B19-00238	Diamond A Equipment, LLC	2018-2019 Kubota Tractor Repair/Svs	Business Administration	010	1,000.00
P19-00206	School Health Corporation	District Nurse - CPR supplies	District-wide	010	21.06
P19-00320	Hilford Moving and Storage	Proj 18-34R Move furniture for Ext Care @ROES/OHES	Business Administration	213	1,347.00
P19-00321	AT&T-CalNet 3	Open PO for Telephone Charges	Medea Creek Middle School	010	3,000.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1

Includes Purchase Orders dated 10/01/2018 - 10/31/2018

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P19-00322	Carl Abajian Captain Carl's Mo bile Tidepool	Living Marine Lab Presentation-9/10/18	Extended Care Program	120	1,200.00
P19-00323	Jessica Amen DBA Kreativ	Measure S OPUSDBond Website backup and reinstall	Business Administration	211	825.00
P19-00324	Balfour Beatty Construction	Const. Mgmt. Svs. for the period 8/1/18-8/31/18	Business Administration	211	47,844.00
P19-00325	Carolina Biological Supply Co	DON: Lab supplies	Medea Creek Middle School	010	136.50
P19-00326	Calabaras Style LLC	DOC Ad for 2018-19	Superintendent	010	1,100.00
P19-00327	Wenger Corporation	PFA: App Wish List Items for Band	Medea Creek Middle School	010	16,188.00
P19-00328	Town & Country Printing	Student release pads	Red Oak Elementary School	010	173.83
P19-00329	Southwest School Supply	Supplies for Readers Writers Workshop	Red Oak Elementary School	010	141.82
P19-00330	Acorn Press	DOC Advertising Spanish 2018-19	District-wide	010	2,849.12
P19-00331	Houghton Mifflin Harcourt	OPIS 18/19 Science Fusion T.E. Digital	Curriculum	010	2,464.20
P19-00332	Houghton Mifflin Harcourt	2018/19 OPIS S/S Teacher Editions	Curriculum	010	1,830.66
P19-00333	2Eden Design Studio	2018/19 School Garden Program Consultant	Curriculum	010	53,275.00
P19-00334	Demco	Textbooks/Bks & Mat	Oak Park High School	010	72.90
P19-00335	BILL FERRELL CO	Theatre Path/Safety Railing	Oak Park High School	010	2,490.60
P19-00336	Textbook Warehouse Inc.	18/19 OVHS Wild Novel	Curriculum	010	378.59
P19-00337	Computer-Using Educators	2019 CUE Spring Workshop Palm Springs	Curriculum	010	2,248.00
P19-00338	Pierres Welding & Maint.	Proj 17-35S Kitchen Repair @MCMS	District-wide	211	550.00
P19-00339	VCOE	18/19 All sites Think Like a Mathematician	Curriculum	010	90.00
P19-00340	VCOE	Q SIS Training - J. St Amand	Curriculum	010	100.00
P19-00341	Texthelp Inc	18/19 EquatIO for OPUSD	Curriculum	010	4,600.00
P19-00342	California Consortium For Independent Study	CCIS Conference	Home Independent Study Program	010	1,105.00
P19-00343	School Services of California	LCFF Workshop - Lisa Nilles, Byron Jones	Accounting & Payroll	010	450.00
P19-00344	School Services of California	Gov's Budget - 1/16/19 - Lisa Nilles, Byron Jones	Accounting & Payroll	010	450.00
P19-00345	Van Buren Equipment, Inc. Pacific Equipment	Echo Light Weight Chain Saws for M&O	Business Administration	010	1,169.42
P19-00346	Van Buren Equipment, Inc. Pacific Equipment	Echo Low-Noise Blowers for Grounds	Business Administration	010	1,143.27
P19-00347	Lance's Collision Inc.	Repaint Gold Chevy Suburban SUVs	Business Administration	010	2,497.37
P19-00348	Gail Baltaxe	2018/19 District Hearing Screening services	District-wide	010	4,000.00
P19-00349	Realityworks, Inc.	VCI Child Development Supplies	Oak View High School	010	7,181.76

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2

Includes Purchase Orders dated 10/01/2018 - 10/31/2018

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P19-00350	N2Y LLC	2018/19 OPHS Sp Ed Reading Program	Curriculum	010	494.47
P19-00351	DSA-LA Regional Office ATTN C ARLOS ARAUJO	Proj 18-18S DSA Fees for Modular Classrooms BES	Business Administration	211	40,427.64
P19-00352	DSA-LA Regional Office ATTN C ARLOS ARAUJO	Proj 18-21S DSA Fees for Modular Classrooms MCMS	Business Administration	211	46,918.58
P19-00353	Computer-Using Educators	2019 CUE Spring Workshop Palm Springs	Curriculum	010	299.00
P19-00354	Leonis Adobe Association	Donation - 1st field trip	Brookside School	010	810.00
P19-00355	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	Buses for 4th Grade Field Trip to Ventura Mission	Oak Hills Elementary School	010	1,950.00
P19-00356	City Of Ventura Parks & Rec.	4th Grade Field Trip to Ventura Mission	Oak Hills Elementary School	010	918.00
P19-00357	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	Buses for 1st Field Trip to T.O. Civic Arts Plaza	Oak Hills Elementary School	010	990.00
P19-00358	Office Depot Customer Service Center	ROP Consumables -EFR	Oak View High School	010	250.00
P19-00359	Ventura County Graphic Service	Cumulative and Health Folders	Oak Hills Elementary School	010	201.09
P19-00360	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	G.A.T.E. SoDi Field Trip to Disneyland	Oak Hills Elementary School	010	3,540.00
P19-00361	Southwinds Transportation	Parent funded field trip--5th gr. SCI	Red Oak Elementary School	010	2,461.80
P19-00362	Southwest School Supply	VCI Child Development storage	Oak View High School	010	1,624.73
P19-00363	Carolina Biological Supply Co	Microscopes for Science Lab	Home Independent Study Program	010	2,486.30
P19-00364	Office Depot Customer Service Center	Supplies for ROP - Child Development	Oak View High School	010	500.00
P19-00365	Southwinds Transportation	Donation - 5th grade field trip	Brookside School	010	2,379.30
P19-00366	Guided Discoveries Inc.	DON: Catalina - Fox Landing	Medea Creek Middle School	010	31,705.00
P19-00367	Guided Discoveries Inc.	DON: Catalina - Cherry Cove	Medea Creek Middle School	010	33,420.00
P19-00368	Guided Discoveries Inc.	DON: Astro Camp Balance	Medea Creek Middle School	010	28,777.50
P19-00369	HD Supply Facilities Maint.	Park Stickers/Oth. Supp./Disc	Oak Park High School	010	138.35
P19-00370	AED Authority	Safety Credits - Lifepak 1000 Defibrillators	Business Administration	010	5,197.28
P19-00371	VCOE	VCFast Cost 2018-19	Business Administration	010	4,441.00
P19-00372	VCOE	Fees GASB-68 Reports & Schedules	Business Administration	010	350.00
P19-00373	Southwest School Supply	Acctg/Payroll Office Reconfigure Project	Business Administration	213	5,256.97
P19-00374	Southwest School Supply	Sit/Stand Desk for EC Admin	Business Administration	010	417.20
P19-00375	VCOE	Transportation for Foster Youth	Superintendent	010	18,475.00
P19-00377	Ferguson Enterprises #1350	Proj 17-35S Dyson Airblade for bathroom MCMS	Business Administration	211	1,713.63

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 10/01/2018 - 10/31/2018

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P19-00378	Accrediting Commission For Schools/Wasc	Accreditation/oth exp	Oak Park High School	010	900.00
P19-00379	Omega Construction Company	Proj 17-35S Gym High Impact Panel Install MCMS	Business Administration	211	5,600.00
P19-00380	Hughes General Engineering	Proj 17-35S Concrete for wheelchair access at MCMS	Business Administration	211	3,800.00
P19-00381	R P Barricade, Inc.	2018/19 Traffic Control Supplies as Required	Business Administration	010	1,072.50
P19-00383	SOS Survival Products	Athletic Trainer/Athletics/mat & supp	Oak Park High School	010	261.25
P19-00384	Medco Sports Medicine	Ath/Ath Train/Mat & Suppl.	Oak Park High School	010	1,480.91
P19-00385	Omega Construction Company	District Office Door Relocation	Business Administration	010	14,600.00
P19-00386	West Pac Design, Inc.	OPUSD Tshirts/Hoodies for Staff	Superintendent	010	1,140.07
P19-00387	West Pac Design, Inc.	Rocket TeamTshirts/Hoodies	Superintendent	010	1,642.59
P19-00388	Southwinds Transportation	DON: Universal Transportation Culmination	Medea Creek Middle School	010	6,804.80
P19-00389	Southwinds Transportation	DON: Catalina Buses	Medea Creek Middle School	010	8,268.40
P19-00390	Southwinds Transportation	DON: Astro Camp buses	Medea Creek Middle School	010	9,506.00
P19-00391	Omega Construction Company	Painting and moving furniture at OHES	Business Administration	010	2,170.00
P19-00393	Educational Data Systems	2017-2018 CELDT Overage	Curriculum	010	30.84
P19-00394	Lance's Collision Inc.	Repaint Gold Chevy Suburban SUV	Business Administration	010	2,497.37
P19-00395	Town & Country Printing	Soft timecards for 2018/2019	Accounting & Payroll	010	299.72
P19-00396	All American Investmnt Grp LLC	Relocatable Classroom Lease at OHES	Business Administration	010	13,926.89
P19-00397	Uma Narayanan	SpEd Meeting Interpretation	District-wide	010	80.00
P19-00398	Jennifer Kreitman	2018/19 - SpEd Contractor (OT Assessments)	District-wide	010	5,000.00
P19-00399	NBC Universal LLC dba Universal Studios Hollywood	DON: Culmination Field Trip	Medea Creek Middle School	010	27,296.10
T19-00021	Apple Computer, Inc. Ms198-3ED	Proj 18-44S iPad Refresh	Technology Coordinator	211	301,669.03
T19-00022	CDW GOVERNMENT INC	Proj 18-12S Server Workstation	Technology Coordinator	211	5,503.69
TB19-00013	Blue Violet Networks, LLC	Security Camera Maintenance	Technology Coordinator	010	1,000.00
Total Number of POs			104	Total	1,151,573.14

Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	88	661,917.60
120	Child Development Fund	5	28,200.00
211	Measure S Facilities & Tech	10	454,851.57
213	Measure R FACILITIES Bond Fund	2	6,603.97
Total			1,151,573.14

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.1.d. APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL BOYS VARSITY BASKETBALL TO TORREY PINES HOLIDAY CLASSIC TOURNAMENT – DECEMBER 26-29, 2018.

CONSENT

ISSUE: Shall the Board approve an overnight field trip for the OPHS Boys Varsity Basketball to San Diego, CA?

BACKGROUND: Principal, Kevin Buchanan, requests approval for this invitational scheduled for December 26-29, 2018 in San Diego, CA. Approximately 13 athletes, and 3 OPHS coaches will travel by district approved drivers in district approved SUVs. They will depart on Wednesday, December 26th at 9:00 a.m. and return Saturday, December 29th, specific time to be determined. Team and coach chaperones will stay at Country Inn and Suites Radisson in San Diego, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning Guide/Checklist* have been met.

FISCAL IMPACT: The cost is a voluntary donation of \$200.00 (which includes transportation, food and lodging.) Funding source is the ASB Fund and is included in the 2018-19 ASB Budget.

ALTERNATIVES:

1. Approve overnight trip for Oak Park High School Boys Varsity Basketball Team – San Diego, CA.
2. Do not approve the field trip as presented.

RECOMMENDATION: Alternative #1

Prepared by:
Debbie Goodnough, Athletic Secretary, Oak Park High School
Kevin Buchanan, Principal, Oak Park High School

Respectfully submitted,

Anthony W. Knight Ed.D.,
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

**SUBJECT: B.1.e APPROVE OVERNIGHT FIELD TRIP FOR OAK HILLS
ELEMENTARY SCHOOL 4th GRADE STUDENTS – Feb 20-22, 2019 -
OAK GLEN, CA**

CONSENT

ISSUE: Shall the Board of Education approve overnight field trip for Oak Hills Elementary 4th Grade students to Riley's Farm, in Oak Glen, CA?

BACKGROUND: The Gold Rush program at Riley's Farm engages students in a detailed simulation taking students back to California in the 1800's and creating a highly immersive experience. For the last three years, our fourth-grade students have participated in the program, and have learned a tremendous amount from the experience. Last year, they attended the extended overnight program, and this was a tremendous success. Riley's Farm has also been operating Colonial America / Revolutionary War programs for several years. They are well known to Oak Hills and other Oak Park schools for their extraordinary work. Participating in this program will provide a multidisciplinary learning opportunity that would not be possible within the walls of a traditional classroom. Students will learn about this important period in our state's history, the supply and demand economics of the time, the geology and physical science of gold mining, and the conflicts that came about between the many competing interests of the day. Students will also build upon their teamwork and collaborative skills as they work to solve individual and group challenges.

The trip is scheduled to depart from Oak Hills at approximately 2:00 p.m. on Wednesday, February 20th and return to Oak Hills at approximately 4:00 p.m. on Thursday, February 21st. Transportation will be by coach bus. The students will be supervised by the three classroom teachers, the school principal, and about six volunteer parent chaperones per class (approximately 22 total adults supervising 95 students). Please accept this as certification that the Principal has reviewed and verified that all the required components of the approved Field Trip Planning Guide/Checklist have been met.

FISCAL IMPACT: The cost is a voluntary donation of \$155.00 (which includes transportation, classes, food and lodging). Funding source is voluntary donations in the Unrestricted General Fund and is included in the 2018-19 adopted budget.

ALTERNATIVES:

1. Approve overnight field trip for Oak Hills Elementary School 4th Grade students to Riley's Farm, in Oak Glen, CA.
2. Do not approve overnight field trip for Oak Hills Elementary School 4th Grade students to Riley's Farm, in Oak Glen, CA.

RECOMMENDATION: Alternative #1

Prepared by:
Erik Warren, Principal, Oak Hills Elementary School

BOARD MEETING, NOVEMBER 13, 2018

Approve overnight field trip for Oak Hills Elementary School

4th Grade

Page 2

Respectfully submitted,

Anthony W. Knight Ed.D.,
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

**SUBJECT: B.1.f. APPROVE OUT OF STATE TRAVEL FOR CERTIFICATED
EMPLOYEE TO ATTEND THE TEACHERS COLLEGE IEP
INSTITUTE - DECEMBER 3-5, 2018, NY**

CONSENT

ISSUE: Shall the Board of Education approve out of state travel for certificated employees to attend Columbia University's Teachers College IEP Institute, from December 3 – 5, in New York?

BACKGROUND: According to Board Policy 3350, the Board of Education must approve out of state travel for certificated employees. OPUSD is proposing to send the following employees to the Teachers College IEP Institute (December 3-5): *Theresa Isaguirre, Cathryn Paolini, Lacey Concepcion, Kristin Gregory, and Susan Mach. There is one teacher, Elya Fletcher* who is on the wait list for this training.* The outcomes for this Institute include:

- Learning efficient ways to create cohesive plans for each learner that keep IEP goals and service providers' schedules and areas of expertise in mind.
- Learn quick and easy ways to refine tools and even create new ones that can be tailored to students, while providing them access to grade level curriculum.

FISCAL IMPACT: The estimated cost of this training is: Registration \$3250.00 + Lodging \$2900.00 + Airfare \$2000.00 + meals/taxi = \$8150.00 Funding source is the general Fund (LCAP Goal 1.3 – Professional Development) and is included in the 2018-19 adopted budget. * If Elya Fletcher is accepted fiscal impact would increase by approximately \$1035.00.

ALTERNATIVES:

1. Approve out of state travel for certificated employee to attend Columbia University's Teachers College IEP Institute in NY.
2. Do not approve out of state travel for certificated employee to attend Columbia University's Teachers College Teachers College IEP Institute in NY.

RECOMMENDATION: Alternative #1

Prepared by:
Jay Greenlinger, Ed.D., Director of Curriculum and Instruction

Respectfully submitted,

Anthony W. Knight Ed.D.,
Superintendent

BOARD MEETING, NOVEMBER 13, 2018

Approve out of state travel for certificated employee
to attend Teachers College IEP Institute

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.2.a. APPROVE RESOLUTION FOR PARTICIPATION IN DISTRICT OF CHOICE PROGRAM FOR SCHOOL YEAR 2019-20

ACTION

ISSUE: Shall the Board of Education approve a Resolution to continue participation in the State's District of Choice Program as approved in the Governor's Budget Bill of 2017.

BACKGROUND: The District of Choice (DOC) program grew out of an effort in the early 1990's to increase the choices available to all students within the public school system. The 1993 legislation (AB19) that implemented the District of Choice program provided for a five-year pilot with the first transfers to begin in the 1995-96 school year. Since that time the state has extended the program through a number of renewals with the latest extension authorized in the Education Omnibus Trailer Bill (SB83) of the Governor's budget signed in June, 2017. This bill extends the program through June 30, 2023 (with a repeal date of January 1, 2024) and adds some new reporting requirements to Education Code 48300 *et seq.* In addition, the Education Code requires that participating school districts annually adopt a resolution and communicate their intent to participate to surrounding school districts.

The Legislative Analyst's Office completed a comprehensive study of the District of Choice program in 2016 and produced a report outlining recommendations to the State Legislature as it considered the future of the program. Most of the recommendations from the report were incorporated into the current legislation. Oak Park Unified has participated in the District of Choice program since the 2004-05 school year and, as a result, has been able to mitigate the effects of declining enrollment and reduced state funding. Staff recommends that the Governing Board adopt this resolution to continue the district's participation in the District of Choice program and accept new students for the 2019-20 school year.

FISCAL IMPACT: There is no direct fiscal impact on the current year's budget. However, the acceptance of additional students through the DOC program will increase revenue for the 2019-2020 school year.

ALTERNATIVES:

1. Approve the District of Choice Resolution.
2. Do not approve the District of Choice Resolution.

November 13, 2018

**B.2.a. Approve Resolution For Participation In District
Of Choice Program For School Year 2019-20**

Page 2

RECOMMENDATION: Alternative #1.

Prepared by:

Stewart McGugan, Director Student Support and School Safety

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT
Resolution #18-24

Participation In District Of Choice Program

WHEREAS, the Education Omnibus Trailer Bill (SB83/AB99) was approved in the Governor's 2017 Budget reauthorizing the school District of Choice program for six additional years; and,

WHEREAS, SB83/AB99 extends the sunset and repeal dates to July 1, 2023 and January 1, 2024, respectively; and,

WHEREAS, the concepts and philosophy of public school choice is embodied in current legislation; and,

WHEREAS, there is a requirement to inform parents and the community regarding existing school choice options currently in law; and,

WHEREAS, the Governing Board of the Oak Park Unified School District desires to endorse public school choice through a resolution to continue as a District of Choice; and,

WHEREAS, the Governing Board of the Oak Park Unified School District supports parental involvement in choosing public educational alternatives and programs for their children; and,

WHEREAS, the continued implementation promotes the goal of parental choice for enhanced public learning opportunities for their children;

NOW, THEREFORE BE IT RESOLVED that the Oak Park Unified School District wishes to continue their implementation of a public schools' choice program by electing to accept transfer students, determine and approve the number of transfers to be accepted and ensure that pupils admitted are selected through a random, unbiased process.

The foregoing Resolution was adopted by the Governing Board of the Oak Park Unified School District on the 13th day of November, 2018 by the following vote

AYES:	_____
NOES:	_____
ABSENT:	_____
ABSTENTIONS:	_____

President, Oak Park Unified School District
Board of Education

Attest:

Clerk, Oak Park Unified School District
Board of Education

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.2.b. APPROVE ARCHITECTURAL SERVICE ORDER 2 WITH HED ARCHITECTS FOR GENERAL CONSULTING SERVICES IN CONNECTION WITH THE MEASURE S BOND PROGRAM

ACTION

ISSUE: Shall the Board of Education approve Architectural Service Order (ASO) 2 with HED Architects for general consulting services in connection with the Measure S bond program?

BACKGROUND: At its meeting on May 29, 2018, the Board approved a Master Agreement for Measure S bond program architectural services with HED Architects. The Master Agreement specifies the general terms and conditions to be observed by both parties under the Agreement. It further states that the various projects or tasks to be performed by the architect under the Agreement shall be itemized in Architectural Service Orders, defining both the scope and cost of the defined services, and subject to approval of the Board of Education. At this evening's meeting, the Board is asked to approve ASO 2 with HED Architects for general consulting services in connection with the Measure S bond program. The proposed ASO 2 follows for the Board's information and review. It is the recommendation of staff that the Board approve ASO 2.

FISCAL IMPACT: The proposed ASO will be funded from Fund 211 (Measure S bond fund), and with Board approval, will be added to the Measure S Master Plan (March 2018).

ALTERNATIVES:

1. Approve Architectural Service Order 2 with HED Architects for general consulting services in connection with the Measure S bond program, in the not-to-exceed amount of \$27,000.
2. Do not approve the Architectural Service Order.

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted:

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

October 31 2018

Martin Klauss,
Assistant Superintendent,
Business and Administrative Services,
Oak Park Unified School District,
5801 Conifer Street,
Oak Park, CA 91377

Subject: ***Proposal for As-Needed Consulting for Measure S District-wide Master Plan and Miscellaneous Services***

Dear Martin:

Thank you for the opportunity to submit this proposal agreement for as needed consulting and planning services associated with OPUSD Measure S projects and miscellaneous District needs. We appreciate your confidence in our firm to serve your planning needs and look forward to executing this proposal agreement with you.

We are confident that we have the qualified staff and experience necessary to complete your project.

Scope of Services

This proposal agreement is based upon our understanding of the scope of the master plan and planning services OPUSD needs at this time. *Services to be provided will be on an as needed basis and will be undertaken at the request of, and with the stated permission of the District.* Harley Ellis Devereaux (HED) proposes to provide the following (but not limited to) as needed additional services to meet your goals:

- 1) Attend meetings of a general nature pertaining to facility and planning issues at the District beyond specific project related meetings.
- 2) Consult on an as needed basis on unforeseen issue and newly identified needs outside the current defined projects.
- 3) Assist in brainstorming broader policy issues concerning the development of project and the enhancement of sustainability goals.
- 4) Provide additional renderings and graphics beyond specific assigned project requirements as may be needed to supplement District-Wide communications concerning Measure S and any new initiatives.
- 5) Provide additional services associated with owner-initiated re-programming or change of scope.



Martin Klauss
Assistant Superintendent
Business and Administrative Services
October 23, 2018
Page 2

Fee Proposal

Basic Services Fee

HED's fee for providing the above outlined services will be on an hourly basis with a not to exceed lump sum of **twenty-five thousand dollars (\$25,000.00)** excluding reimbursable expenses as outlined below. We will not exceed this lump sum without the express permission of the District.

Reimbursable Expenses

Reimbursable Expenses will be based on the terms of the master agreement between HED and OPUSD. Total Reimbursable Expenses are not to exceed **two thousand dollars (\$2,000.00)**. We will not exceed this allowance without the express permission of the District.

Hourly Rates

Services under this agreement shall be provided if authorized or confirmed in writing by OPUSD.

The following table shows the flat hourly rates for HED team members who may be assigned to the project.

Level 6: Principal Architects/Engineers/Planner/Designers	\$260	to	\$350
Level 5: Associate Principal Architects/Engineers/Planner/Designers	\$190	to	\$270
Level 5: Associate Architects/Engineers/Planner/Designers	\$150	to	\$265
Level 4: Salary Architects/Engineers/Planner/Designers	\$120	to	\$235
Level 3: Hourly* Architects/Engineers/Planner/Designers	\$105	to	\$150



Martin Klauss
Assistant Superintendent
Business and Administrative Services
October 23, 2018
Page 3

Level 2: Hourly*

Architects/Engineers/Planner/Designers	\$85	to	\$135
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Level 1: Hourly*

Architects/Engineers/Planner/Designers	\$60	to	\$85
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* Subject to Overtime premium of 1.5 times schedule rate.

Note: Hourly rates are subject to change annually and are effective through December 31, 2018

General Conditions

Client Responsibilities

OPUSD shall furnish all existing information about the site and physical facilities including existing drawings, surveys, previous consultant reports, etc. OPUSD will obtain digital (AutoCAD or Revit) documentation from previous architects and engineers who have worked on the campus insofar as it is available.

Payments

Invoices for our services are submitted every month for the portion of services completed. Payment is expected within thirty (30) days of receipt of invoice.

Project Schedule

HED will begin work on a consulting basis in the basis of individual assignments and upon receipt of your authorization to proceed. The fee attached is developed based on the following assumptions:

The timeline assumes the completion of the scope of work by the end of January, 2019. We realize that there is the possibility that the process may become extended, depending on the availability of OPUSD's team, the specific scheduling of meetings etc.



Martin Klauss
Assistant Superintendent
Business and Administrative Services
October 23, 2018
Page 4

Insurance

HED carries both general business and architect's and engineer's professional liability insurance coverage for the protection of both our firm and our clients. We would be pleased to share the details of said coverage if you so request. For our Comprehensive General Liability and Auto Liability policies provided on this project, OPUSD shall be named as additional insureds.

Termination, Suspension or Abandonment

In the event that this project is terminated, suspended or abandoned by the client, we require seven (7) days notice from the client and payment for services performed and costs incurred up to the termination effective date.

Hazardous Materials

HED does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, HED cannot provide these services. It is our understanding that OPUSD will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.

Construction Cost

Based upon the previously stated data, the total project cost, including construction costs and 'soft' costs will be estimated as part of the scope of work.

As you are aware, neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. As such, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by HED.

Dispute Resolution

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by informal negotiations between authorized representatives of the parties, followed by mediation if the informal negotiations are not successful. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time the request for mediation is made by either party. In the event that the parties are not successful in resolving the dispute by mediation, then such disputes shall be subject to and decided by arbitration.



Martin Klauss
Assistant Superintendent
Business and Administrative Services
October 23, 2018
Page 5

conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time the demand for arbitration is made by either party. The place of the arbitration hearings shall be in Oak Park, California, the laws of California to apply. The award rendered by the arbitrator(s) shall be final and binding and enforceable in any court of competent jurisdiction.

We suggest that if this proposal agreement meets with your approval and you choose to award this project to HED, this proposal agreement letter will serve as the contract between HED and OPUSD. To consummate this agreement and to grant us authorization to begin our services, please have an authorized individual sign the Acceptance, retain one signed copy of the proposal for your records and forward the other signed copy to us.

If you have any questions regarding this proposal-agreement for services, or if you wish to discuss any aspect of the project, please contact me directly. We look forward to this opportunity to serve OPUSD.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John R. Dale".

John R. Dale, FAIA
Principal-in-Charge

JRD:jrd

[Enclosures]



Martin Klauss
Assistant Superintendent
Business and Administrative Services
October 23, 2018
Page 6

Accepted for OPUSD by:

Signature (s)

Printed Name and Title

Date

Signature (s)

Printed Name and Title

Date

By signing this document, the signatory attests that they are authorized to execute this Agreement on behalf of the OPUSD.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.2.c. APPROVE ADDITIONAL 2018-19 STIPENDS FOR MEDEA CREEK MIDDLE SCHOOL, OAK PARK HIGH SCHOOL, OAK VIEW HIGH SCHOOL, OAK PARK INDEPENDENT SCHOOL, AND CURRICULUM/INSTRUCTION

ACTION

ISSUE: Shall the Board approve additional 2018-19 stipends for Medea Creek Middle School, Oak Park High School, Oak View High School, Oak Park Independent School, and Curriculum/Instruction?

BACKGROUND: At its regular September meeting, the Board approved the list of stipends to be authorized and included in the District's revised 2018-19 operating budget. Subsequent to that meeting, additional tasks or services requiring stipends have been identified by Medea Creek Middle School, Oak Park High School, Oak View High School, Oak Park Independent School, and the Curriculum and Instruction department. The list of these stipends, identifying the tasks, cost, and funding source follows for the Board's information and review. Those stipends that will increase the General Fund budget are highlighted in yellow. All others are funded from identified sources and the effect on the General Fund is cost-neutral. It is recommended that the Board approve the accompanying list, and authorize the Business Office to modify the District's approved operating budget accordingly.

FISCAL IMPACT: Approval of the recommended stipends will increase the General Fund budget by \$17,134, to be funded from the fund's ending balance.

ALTERNATIVES:

1. Approve the attached list of additional 2018-19 stipends for Medea Creek Middle School, Oak Park High School, Oak View High School, Oak Park Independent School, and Curriculum and Instruction department.
2. Do not approve the additional 2018-19 stipends.

RECOMMENDATION: None - for information only.

Prepared by: Lisa Nilles, Director, Fiscal Services
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Oak Park Unified School District 2018-19 CERTIFICATED Stipend Request Form

School Site: MCMS

Principal/Administrator Signature: B. Benioff

Date: 11/7/18

Stipend Type/Assignment	Number of Stipends	Amount per Stipend	Total Stipend Cost Including Statutories	Funding Source (Site, Donation, ASB, etc.)
Intramural Coach/Coordinator [a]	2	\$ 1,000.00	\$ 2,390.94	PFA (Increase)
Garden Manager	1	\$ 1,000.00	\$ 1,195.47	PFA (New)
Earth Week	1	\$ 100.00	\$ 119.29	PFA (New)
Jazz Band	1	\$ 3,000.00	\$ 3,578.70	Donations (New)
Beginning Band Support	1	\$ 4,191.00	\$ 4,999.44	OPIMA (New)
Science Olympiad Advisor [b]	1	\$ 1,000.00	\$ 1,195.47	PFA (Increase)
8th Grade Activities Advisor	1	\$ 300.00	\$ 358.64	PFA (New)
8th Grade Trip Coordinator	1	\$ 300.00	\$ 358.64	PFA (New)
WEB Tutoring [c]	2	\$ 700.00	\$ 1,673.66	PFA (Increase)
Math Counts Advisor [d]	1	\$ 1,000.00	\$ 1,195.47	PFA (Increase)
Club Advisor [e]	35	\$ 500.00	\$ 20,920.73	PFA (Increase)
6th Gr M/S Lead [f]	2	\$ 500.00	\$ 1,195.47	Site (GF Increase)
Totals	49		\$ 39,181.91	

Assistant Superintendent's
Signature: _____

Date: _____

Board Approval Date: 11/13/18

NOTES:

[a] Previous Board authorization - Increase from 1 @ \$900

[b] Previous Board authorization - Increase from 2 @ \$350

[c] Previous Board authorization - Increase from 2 @ \$500

[d] Previous Board authorization - Increase from 2 @ \$350

[e] Previous Board authorization - Increase from 24 @ various amounts

[f] Previous Board authorization - Increase from 1 @ \$700 - Increase of \$358.64

Oak Park Unified School District 2018-19 CERTIFICATED Stipend Request Form

School Site: MCMS

Principal/Administrator Signature: B. Benioff

Date: 11/7/18

Stipend Type/Assignment	Number of Stipends	Amount per Stipend	Total Stipend Cost Including Statutories	Funding Source (Site, Donation, ASB, etc.)
Department Chair - Electives [a]	1	\$ 1,000.00	\$ 1,195.47	Site (GF Increase)
Department Chair [b]	6	\$ 1,500.00	\$ 10,759.23	Site (GF Increase)
Curricular Trip Coordinator [c]	2	\$ 700.00	\$ 1,673.66	Catalina (Increase)
Beginning Band Support	1	\$ 700.00	\$ 836.83	PFA (New)
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Totals	10		\$ 14,465.19	

Assistant Superintendent's
Signature: _____

Date: _____

Board Approval Date: 11/13/17

NOTES:

[a] Previous Board authorization - Increase from 1 @ \$800; net increase of \$239.09

[b] Previous Board authorization - Increase from 5 @ \$1300 - Increase of \$2988.67; Dept. Co-Chair was eliminated -

[c] Previous Board authorization - Increase from 2 @ \$600

Oak Park Unified School District

2018-19 CLASSIFIED Stipend Request Form (NO PERS)

School Site: MCMS

Principal/Administrator Signature: B. Benioff

Date: 11/7/18

Stipend Type/Assignment	Number of Stipends	Amount per Stipend	Total Stipend Cost Including Statutories (No PERS)	Funding Source (Site, Donation, ASB, etc.)
Curricular Trip I/A coverage	1	\$ 300.00	\$ 328.40	Catalina (New)
Curricular Trip I/A coverage	1	\$ 300.00	\$ 328.40	Astro Camp (New)
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Totals	2		\$ 656.80	

Assistant Superintendent's Signature: _____

Date: _____

Board Approval Date: 11/13/18

Oak Park Unified School District 2018-19 CERTIFICATED Stipend Request Form

School Site: OPHS

Principal/Administrator Signature: K. Buchanan

Date: 11/7/18

Stipend Type/Assignment	Number of Stipends	Amount per Stipend	Total Stipend Cost Including Statutories	Funding Source (Site, Donation, ASB, etc.)
Traditional Competitive Cheer	1	\$ 3,000.00	\$ 3,586.41	Site (New - GF Increase)
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
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			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Totals	1		\$ 3,586.41	

Assistant Superintendent's
Signature: _____

Date: _____

Board Approval Date: 11/13/18

School Site: OPIS

Principal/Administrator

Signature: Kent Cromwell

Date: 11/7/18

Assistant Superintendent's
Signature: _____
Date: _____

Board Approval Date: 11/13/18

Oak Park Unified School District
2018-19 CERTIFICATED Stipend Request Form

School Site: OVHS

Principal/Adminstrat

or Signature: Kent Cromwell

Date: 11/7/18

[illegible]Assistant
Superintendent's

Signature:

Date:

Board Approval Date: 11/13/18

Board Approval Date: 11/13/18

Oak Park Unified School District 2018-19 CERTIFICATED Stipend Request Form

School Site: Curriculum/Instruction

Principal/Administrator Signature: J. Greenlinger

Date: 11/7/18

Stipend Type/Assignment	Number of Stipends	Amount per Stipend	Total Stipend Cost Including Statutories	Funding Source (Site, Donation, ASB, etc.)
VCI Coordinators	2	\$3,000.00	\$ 7,172.82	VCI Funds (New)
NGSS Curriculum Development	2	\$3,500.00	\$ 8,368.29	LCAP 1.3 (New - GF Increase)
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Totals	4		\$ 15,541.11	

Assistant Superintendent's
Signature: _____

Date: _____

Board Approval Date: 11/7/18

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.2.d. AUTHORIZE AND APPROVE MEASURE S PROJECT 18-45S, EQUIPMENT PURCHASE CONTRACT FOR ORCA FOOD WASTE RECYCLING EQUIPMENT, INCLUDING RELATED INSTALLATION AND SERVICE AGREEMENT

ACTION

ISSUE: Shall the Board authorize and approve Measure S Project 18-45S, Equipment Purchase Contract for ORCA Food Waste Recycling Equipment, including related installation and service agreement, and award a contract associated with this work, to be funded from the Measure S bond fund?

BACKGROUND: At its meeting on March 20, 2018, the Board approved Project 17-35S, for Kitchen Improvements at Medea Creek Middle School. Although not included in the major construction contract for renovation, the project budget also included the purchase and installation of food waste recycling equipment. After extensive research, staff has identified ORCA food waste recycling equipment, manufactured by ORCA Food Digesters, Inc. as the best value and equipment in meeting the scope specified by the District for this product. The quote from ORCA Food Digesters, Inc. for the Model OG50, including capital purchase cost of \$35,000, and 5-year service agreement, at \$350 per month, follows for the Board's information and review. Also following this report is the proposal from MM Mechanical, Inc., in the amount of \$5,844 for plumbing work related to the final installation.

The budget for this project is \$68,000, including a 10% contingency.

FISCAL IMPACT: The proposed contracts will be funded from Fund 211, the Measure S bond fund.

ALTERNATIVES:

1. Authorize and approve Measure S Project 18-45S, Equipment Purchase Contract for ORCA Food Waste Recycling Equipment, including related installation and service agreement, to be funded from the Measure S bond fund, establishing a \$68,000 project budget, as recommended by the Measure S Planning Committee.
2. Award a contract to ORCA Food Digesters, Inc., in the amount of \$56,000, for the Model OG50 equipment, including related cost of purchase, delivery, and 5-year service agreement.
3. Award a construction contract to Contractor MM Mechanical, Inc., in the amount of \$5,844 for plumbing work related to the final installation.
4. Do not authorize and award contracts for this project.

RECOMMENDATION: Approve Alternative Nos. 1, 2, and 3.

BOARD MEETING, NOVEMBER 13, 2018

Authorize and Approve Measure S Project 18-45S,
Equipment Purchase Contract for ORCA Food Waste
Recycling Equipment, Including Installation and Service Agreement

Prepared by: Keith Henderson, Bond Program Construction Manager
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



THE SMART SOLUTION TO FOOD WASTE



EFFICIENCY



ROI



SUSTAINABILITY



TRANSPARENCY

Capital Purchase

\$35,000

Capital Expense

One year warranty included.

Full Service

\$350

Monthly Service
Fee

We can guarantee monthly service
pricing for a 5 year term.

Included Services:



Diversion reporting
and portal access



Customer
Support



Supply of Microorganisms
and Bio Chips



Routine onsite
preventative maintenance



Service requests same or
next day



Comprehensive
staff training

MODEL OG50

Aerobically processes 50 lbs
of food waste per hour



Designed & Manufactured in North America



FOOD TRANSPORTATION EQUIPMENT

2 RACKS and 12 BINS

~~\$798~~

**COMPLIMENTARY FOR
OAK PARK UNIFIED SCHOOL DISTRICT**

DIVERSION REPORTING

ORCA's onboard scale and machine-to-machine
communication provides accurate real-time diversion data.

CLOUD BASED REPORTING

\$129

Monthly Per Unit

SITE BASED REPORTING

~~\$99~~

Monthly Per Unit

**COMPLIMENTARY FOR
OAK PARK UNIFIED SCHOOL
DISTRICT**

ORCA will hold this proposal in effect for 120 days.

ORCA



CUSTOMER AGREEMENT

INVOICE TO

Company Name (The "Lessee") :	
Billing Contact:	
Address:	
City:	
State:	Zip:
Phone:	
Fax:	
Email:	

EQUIPMENT:

ORCA MACHINE

OG15 Qty _____
OG25 Qty _____
OG50 Qty _____
OG100 Qty _____

DIVERSION REPORTING

Local Reporting: \$ _____
Cloud-Based
Reporting: \$ _____

ORCA TRANSPORTATION SYSTEM

ORCA provides one lug and rack system for each OG15, two lug and rack systems for each OG25 and OG50 and four lug and rack systems for each OG100.

Rack Qty _____
Lug Qty _____

Each additional lug rack system (1 rack and 6 bins) is subject to a \$399.00 fee plus freight. Individual racks and lugs will be billed at \$220.00 and \$30.00 each respectively. Please indicate additional quantities below:

SITE LOCATION

☐

Check here if site address is the same as invoice address

Company Name:

Attn:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Authorized By:

Title:

Install Contact Name:

Install Contact Phone:

Install Contact Email:

Installation Date:

Installation Location:

DETAILS

Term: _____ months

Purchase Price: \$ _____ Monthly Service and Maintenance: \$ _____ Diversion Reporting: \$ _____

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

*Purchase Price and Monthly Service fees are subject to applicable taxes.



SERVICE AND MAINTENANCE AGREEMENT ORCA DIGESTERS INC

WHEREAS ORCA offers to provide services to maintain the Customer's equipment listed on Page 1 (the "Equipment"), subject to the terms and conditions of this Agreement including the General Conditions of Service and Maintenance set forth as Schedule 1 and attached hereto, which schedule forms part of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. Scope of Services

With respect to the Equipment, the Company's service commitment and scope of services includes the following: (a) upon completion of installation of the Equipment, ORCA will provide initial start-up training at the Customer's location to onboard the Customer's staff on operations of the Equipment and ensure it is being used effectively; (b) Perform bimonthly preventative maintenance visits to ensure the Equipment is operating to designed specifications and provide training to the Customer to ensure they are maximizing the Equipment's effectiveness; (c) Carry out all service requests at the ORCA's sole expense provided the Customer's account is in good standing and the service requirement is a result of normal use and wear and tear of the Equipment, as reasonably determined by ORCA; and (d) Company will provide supply software and data collecting software as well as access to a cloud based customer portal if the ORCA is equipment selected by Customer is equipped with such software.

II. Fees and Payments

The fee covering the Services for ____ months commencing on the date of delivery above shall be \$ _____(the "Fee") and excludes any applicable sales tax or other government charge or duty (including where applicable, withholding taxes) from time to time prescribed by law. In addition, the Customer shall pay ORCA a fee of \$50 (which ORCA may increase from time to time by notice to the Customer) for each check submitted by the Customer that is an insufficient funds check or is returned or dishonored.

III. Validity of Agreement & Option to Renew

This Agreement shall commence on the date of delivery of the Equipment and shall be in force for a term of ____ months (the "Term") following which this Agreement shall continue on a month to month basis on the same terms and conditions, unless terminated by either party with one month's written notice.

SCHEDULE 1 - GENERAL CONDITIONS OF SERVICE AND MAINTENANCE

1 Definition and Interpretation

1.1 In these Conditions, the following words and expression shall have the following meanings except where the context otherwise requires:

"Additional Charge" means a charge payable by the Customer for additional services outside the scope of the Services in accordance with ORCA's prevailing rates for such services including without limitation, the supply of spare parts and goods.

"Agreement" means the Service & Maintenance Agreement (including its Schedules) for the Services entered into by ORCA and the Customer, and includes these Conditions.

"Conditions" means these General Conditions of Service & Maintenance which are incorporated into and form part of the Agreement.

"Customer" means the person or persons, firm or company named on the cover page of the Agreement

"Equipment" means the equipment listed on page 1 of the Agreement.

"Fee" means the fee payable for the Services as specified in Section II of the Agreement.

"Organic Waste" means non-hazardous, organic food waste material generated by the Customer; provided that such organic material shall not include any Prohibited Organic Waste. "Party" means the Customer or ORCA, and "Parties" means both of them.

"Prohibited Organic Waste" means organic material, of a type or in a state or form, that is not ordinarily consumed by mouth by persons in Canada or the United States.

"Services" means the maintenance and other services provided in respect of the Equipment detailed in the Agreement and as defined in these Conditions.

"Service Time" means the period set out in Clause 2 herein. "Site" means the premises/location where the Services are provided.

"ORCA" means ORCA Digesters Inc. including its successors, agents and assigns.

"Term" means the duration of the Agreement as set out in Section III of the Agreement.

1.2 Any reference in these Conditions to any provision of a statute and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before, on or after the date of the Agreement, so far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the Agreement (so far as liability thereunder may exist or can arise) shall be construed as a reference to that provision or regulation as amended, re-enacted or extended at the relevant time and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.

1.3 The headings in these Conditions are for convenience only and shall be ignored in construing these Conditions and shall not affect their interpretation.

1.4 Words (including words defined in the Agreement) importing the singular also include the plural and vice-versa where the context requires. The words "written" and "in writing" include any means of visible reproduction.

1.5 ORCA shall provide the Services to Customer in accordance with this Agreement. In the event of any inconsistency between these Conditions and other documents forming part of the Agreement, the following order or priority shall apply:

1.5.1 Any written agreement between the Parties where the Parties agree that any of the provisions in these Conditions should be superseded with an express reference to this Clause 1.5;

1.5.2 ORCA's quotation and documents (if any) incorporated by express reference to this Clause 1.5;

1.5.3 This Agreement; and

1.5.4 These Conditions.

2 Service Time

The Services shall be performed within the Service Time, which shall be between 8.30 a.m. and 5.30 p.m., Mondays to Fridays, public holidays excluded unless otherwise agreed in writing

3 Modification, Changes and Enhancements

3.1. During the Term, ORCA shall at their discretion undertake such modifications, changes or enhancements to the Equipment and/or implement any practice, procedure or measure, which is deemed by ORCA to be necessary and/or to prevent or minimize damage to the Equipment.

3.2. ORCA will before undertaking any such modification, change or enhancement etc. as mentioned in 3.1 above, explain to the Customer, if ORCA deems necessary, the need and cost (where applicable) of such modification, change or enhancement. The Customer shall pay any Additional Charge for such modification, change or enhancement according to Clause 7.2.

4 Exclusions & Additional Services

4.1 The Services do not include:

- a) Repair of damage arising from (i) the deposit into the Equipment of any material other than Organic Waste by, and (ii) the act, error, fault, neglect, misuse, improper operation or omission of, the Customer or its servants, agents, contractors or invitees or any person whether or not that person is under the control or direction or authority of the Customer.
- b) Repair of damage arising from changes, alterations, additions, or modifications of the Equipment by a person other than ORCA.
- c) Repair of damage caused by incorrect 120V power supply, failure of electrical power, failure of cold water line, failure of proper drainage, failure to service grease interceptor, or any environmental factor.
- d) Repair of damage caused by the operation of the Equipment other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of ORCA or its personnel.
- e) Repair of damage arising from the re-installation, moving or removing of the Equipment by a person other than ORCA.
- f) Repair of damage caused by any circumstances beyond ORCA's reasonable control.
- g) Furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables or items associated with the Equipment unless otherwise provided in Section I.
- h) The cost of any Equipment or part whether spare part, consumable or otherwise supplied, unless otherwise provided in Section I.

4.2 ORCA may at the Customer's option provide any of the services referred to in clause 4.1 or any other services requested by the Customer, at the relevant Additional Charge. ORCA shall inform the Customer of the associated Additional Charge, and the Customer shall accept the Additional Charge in writing before the services are performed. The Additional Charge shall be payable by the Customer according to clause 7.2.

5 Customer's Responsibilities

5.1 Prior to the delivery of the Equipment, the Customer, at its sole cost and expense, shall (a) undertake and complete all pre-installation preparation of the building in which the Equipment shall be installed in accordance with the installation specifications to be provided by ORCA, including but not limited to installation of plumbing and electricity and obtaining all permits and approvals required to perform such work; and (b) install 120V power, cold water line, and 3" sanitary drain connected to a grease interceptor.

5.2 The Customer shall undertake to release all Equipment which is being maintained by ORCA from all operational demands when so requested to do so by ORCA in order for ORCA to perform the Services. Alternatively, the Customer shall ensure that ORCA's personnel have full and safe access to the Equipment at all reasonable times for the purpose of providing the Services. The Customer shall also ensure that such access conforms to any specifications issued by ORCA from time to time.

5.3 The Customer will ensure that ORCA's personnel or representatives are provided a safe and secure work environment at all times while they are on the Site to enable work to be carried out.

5.4 The Customer shall provide on request a suitably qualified or informed representative, agent or employee to accompany ORCA's personnel when providing the Services or to render such assistance or to give such advice as will enable ORCA's personnel to exercise unrestricted access to the Site and the Equipment and otherwise to perform the Services effectively.

5.5 The Customer agrees not to deposit or permit the deposit of any material other than Organic Waste, including without limitation, any non-organic waste, including paper, plastic, metals, wood, into the Equipment.

6. Replacement and Spare Parts

6.1 In the case of Services for which an Additional Charge is payable by the customer for replacement of spare parts, title in such replacement or spare parts shall pass to the Customer only upon full payment of the Additional Charge. Unless otherwise agreed in writing between the Parties, risk of damage to or loss of replacement spare parts shall pass to the Customer as soon as they are delivered to the Customer's designated premises.

6.2 Where parts of the Equipment have been replaced by or upon the instruction, recommendation or direction of ORCA or otherwise, title in the replaced parts will pass to ORCA upon removal from the Equipment.

7 Payment, Charges and Fees, etc.

7.1 The Customer shall pay all Fees at the rate and in the manner specified Section II of the Agreement.

7.2 The Customer shall pay the Fee, all Additional Charges and any cost wherever and howsoever incurred within thirty (30) days from the date of ORCA's invoice.

7.3 If the Customer fails to make full payment on the due date, then without prejudice to any other right or remedy available to ORCA, ORCA shall be entitled to:

a. terminate the Agreement or suspend any further Services or other obligations to the Customer under the Agreement (without being liable to Customer for any losses so caused);

b. at its sole discretion, apply any monies received from the Customer in relation to the Agreement or any other contract or agreement between the Customer and ORCA, including but not limited to deposits or security payments, towards the payment of the relevant invoice; and/or

c. charge the Customer interest on the amount unpaid on a daily basis at the rate of eighteen per cent (18%) per annum from the due date until payment in full is received by ORCA.

7.4 The Customer shall not be entitled to withhold from, set off against or otherwise reduce any payments due to ORCA unless agreed in writing by ORCA.

7.5 ORCA shall be entitled to adjustment of the Fees and Additional Charges (to be mutually agreed in writing) in the event of changes in law or engineering standards applicable to or affecting the Equipment and/or Services after the execution of the Agreement.

8 Intellectual Property Rights & Confidentiality

8.1 All intellectual property rights in all materials (whether in hard copy or electronic form) which ORCA creates or supplies to the Customer in the course of performing the Services under this Agreement will, as between the Parties, be owned by ORCA.

8.2 The Customer acknowledges the confidential nature of, and the technology and design of the replacement parts and spare parts for the Equipment and items associated with the Equipment including, but not limited to, documentation, forms, trademarks, instructions, operating manuals and other information.

8.3 The Customer shall not, without ORCA's prior consent in writing, copy or cause to be copied or disclosed any details of such technology, design, procedure or items to a third party.

8.4 The Customer may only make use of such details to the extent necessary to enable the Equipment to be used in a manner reasonably contemplated by ORCA.

8.5 The Customer may only disclose such details to those of its employees by whom it is required to enable the Equipment to be used in a manner reasonably contemplated by ORCA.

8.6 The Customer acknowledges that any discoveries, inventions, patents, designs or other rights arising directly or indirectly out of or in the performance of this Agreement are the property of ORCA.

8.7 The Customer's obligations under this clause 9 shall survive the termination of this Agreement.

9 Liability of Parties

9.1 The Customer shall keep ORCA, its personnel and agents fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Customer, its employees, agents or servants, and shall pay to ORCA all reasonable costs, charges and losses sustained or incurred by ORCA as a result of ORCA being prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Customer, its employees, agents or servants.

9.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL TERMS, CONDITIONS, WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RELATING IN ANY WAY TO THE SERVICES OR TO THIS AGREEMENT ARE EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ORCA SHALL NOT BE UNDER ANY LIABILITY TO THE CUSTOMER OR TO ANY THIRD PARTY FOR: (1) ANY AMOUNTS REPRESENTING LOSS OF PROFITS OR REVENUES HOWSOEVER ARISING; (2) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SAME ARISING FROM OR IN CONNECTION WITH ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT AND WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THIS CLAUSE 10.2 SHALL APPLY TO THE BENEFIT OF ORCA'S PERSONNEL, ORCA'S AFFILIATES AND ORCA'S SUB-CONTRACTORS.

9.3 Notwithstanding any other provision of this Agreement ORCA's total cumulative liability for any act or omission, whether in contract, tort (including negligence or strict liability) or any other legal or equitable theory during the Term of this Agreement shall not exceed in the aggregate, 10% of the Fee payable under this Agreement during the preceding one (1) year. This Clause 9.3 shall apply to the benefit of ORCA's personnel, ORCA's affiliates and ORCA's sub-contractors.

10 Force Majeure

10.1 ORCA shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of ORCA's obligations in relation to the Services, if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any unforeseen event beyond the reasonable control of ORCA such as, but not limited to any act of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events.

11 Termination and/or Suspension of Services

11.1 In addition to ORCA's right to terminate the Agreement under Clause 7.3, ORCA shall be entitled to (i) terminate the Agreement or suspend any further Services under the Agreement without any liability to the Customer, and (ii) demand that the Fee, Additional Charges or balance thereof shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (iii) retain any security given or monies paid by the Customer and apply the said security or monies against the assessed loss and damages, if any, suffered by ORCA, in the event that:

- a. the Customer is in breach of the Agreement;
- b. the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reorganization) or has an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs;
- c. an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Customer; or
- d. the Customer ceases, or threatens to cease, to carry on business;

11.2 Termination of the Agreement by ORCA shall not discharge the Customer from any existing obligation accrued due on or prior to the date of termination.

11.3 The rights and remedies granted to ORCA pursuant to the Agreement are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

12 General

12.1 The Customer shall not assign any of its rights or obligations under the Agreement without the prior written consent of ORCA, such consent to be signed by its authorized representatives. Any attempted delegation or assignment shall be void. ORCA may sub-contract the performance of this Agreement or any part of this Agreement without obtaining the prior consent of the Customer.

12.2 The fulfillment of the Agreement on ORCA's part is subject to the proviso that this shall not be prevented by impediments on the grounds of national and international legal requirements.

12.3 Any notice required or permitted to be given by either Party to the other under the Agreement shall be in writing and signed by the authorized representatives of the Party addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice. Notices may be delivered by hand, or by prepaid registered post or by facsimile and shall be deemed to have been served:

- (i) if by hand, at time of delivery;
- (ii) if by prepaid registered post, 3 working days after posting;
- (iii) if by facsimile, on the date printed on the facsimile transmission report produced by the sender's machine.

12.4 No waiver by either Party of any breach of the Agreement by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision. If either Party delays, neglects or chooses not to enforce its right under the Agreement, it shall not affect its right to do so at a later date.

12.5 If any provision of the Agreement or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part such provision shall be construed, limited or if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability and the validity of the other provisions of the Agreement and these Conditions and the remainder of the provision in question shall not be affected but shall remain in full force and effect.

12.6 No terms shall survive the expiry or termination of the Agreement unless expressly provided.

12.7 This Agreement is the entire agreement between the Parties and may not be changed unless agreed in writing by properly authorized representatives of both Parties.

12.8 The relationship between ORCA and the Customer is one of independent contractor and nothing in this Agreement shall be construed as creating any relationship of partnership, employment, joint venture or agency between ORCA and the Customer.

12.9 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

12.10 The parties hereby acknowledge that they have required this contract, and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis être conclu ou donné en vertu des dispositions du présent contrat, soient rédigés en langue anglaise seulement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

ORCA Digesters Inc.

For and on Behalf of:

Name:

Name:

Title:

Title:

Date:

Date:



MECHANICAL, INC.
PLUMBING AND PIPING CONTRACTORS

CA DIR Public Works Registration #1000004518

Bid Proposal

Date: 11/2/18

Project: ORCA install

Bid To: OPUSD

Location: Oak Park Medea Creek Middle School

Phone:

Bid Date: 11/2/18

Fax / e-mail:

Bid Time: -

Attention: Martin and Keith

Addenda Noted: None.

Scope: Cost to install ORCA food digester as discussed onsite with Keith. MM will provide drain, water, and hand rinse. One new backflow preventer with drain will be provided. Existing sink waste stubs will be cut in wall. Some minor wall patch and painting will be required and is not included. Space permitting MM will run 3" copper drain from digester to existing floor sink. New backflow will require a 3/4" drain to floor sink. Bid based on standard working hours.

Total Base Bid **\$5,844.00**

This bid is good for 30 calendar days from 11/2/18.

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

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

Acceptance of this proposal shall be only by signature below.

Accepted: _____ Date: _____

Bid Submitted by:
Steven Vior

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.2.e. AUTHORIZE AND APPROVE MEASURE S PROJECT 18-46S, UPGRADE AND ADDITION OF STAIRS AND SIDEWALK TO IMPROVE SAFETY FOR ATHLETIC FACILITIES AT OAK PARK HIGH SCHOOL

ACTION

ISSUE: Shall the Board authorize and approve Measure S Project 18-46S, Upgrade and Addition of Stairs and Sidewalk to Improve Safety for Athletic Facilities at Oak Park High School, and award a construction contract associated with this work, to be funded from the Measure S bond fund?

BACKGROUND: Based on access safety concerns expressed by the Oak Park community, the Measure S Planning Committee and its subcommittee, are recommending an upgrade of stairs and the addition of a sidewalk to improve pedestrian safety for athletic facilities at Oak Park High School, to be funded from the Measure S bond fund. In response to a request by Construction Management staff, a proposal for this work was submitted by Hughes General Engineering, who is on the District's list of approved CUPCAA contractors. The Hughes proposal follows this report for the Board's information and review.

The scope of the proposed work, now identified as Measure S Project 18-46S, Upgrade and Addition of Stairs and Sidewalk to Improve Safety for Athletic Facilities at Oak Park High School, includes the replacement of an existing railroad tie stairway, and the addition of a sidewalk leading from the Calle Rio Vista cul-de-sac, along the south side of the access road providing access to the campus and its athletic fields. Hughes General Engineering has proposed to perform this work for a total cost of \$107,125.

The budget for this project is \$117,838, including a 10% contingency.

FISCAL IMPACT: Upon the Board's approval, the proposed project will be funded from Fund 211, the Measure S bond fund, and the Measure S Master Plan will be modified accordingly.

ALTERNATIVES:

1. Authorize Measure S Project 18-46S, Upgrade and Addition of Stairs and Sidewalk to Improve Safety for Athletic Facilities at Oak Park High School, establishing a project budget of \$117,838, including a 10% contingency, and award a construction contract for this work to Hughes General Engineering, in the amount of \$107,125, to be funded from the Measure S bond fund, as recommended by the Measure S Planning Committee.
2. Do not authorize and award contracts for this project.

RECOMMENDATION: Alternative No. 1

BOARD MEETING, NOVEMBER 13, 2018

Authorize and Approve Project 18-46S, Upgrade and
Addition of Stairs and Sidewalk to Improve Safety for
Athletic Facilities at Oak Park High School

Page 2

Prepared by: Keith Henderson, Bond Program Construction Manager
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



P.O. Box 2293
Camarillo, Ca. 93011
(805) 642-7700 Fax (805) 642-7711
License No. 644816-A

Description: Oak Park HS Concrete Steps by upper Softball Field

SPECIFIC SCOPE OF WORK:

Demo of existing wooden stairs and hand rail.
Grade slope, as needed, for job.
Install new treads and risers (approximately 27 risers) four feet wide.
Install hand rails, approximately 90 lineal feet. Single rail / posts per existing railing.
Grade slope, as needed.
Haul-off spoils offsite.

TOTAL: \$ 33,400.00

SPECIAL CONDITIONS & EXCLUSIONS IN ADDITION TO ATTACHED EXCLUSION LIST:

No testing
No inspections
No Bonds
Not responsible for any underground utilities of any kind.
Not responsible for landscape.
No permits

TERMS AND CONDITIONS

1. ACCEPTANCE

Until this form has been countersigned by the Seller, or Seller’s authorized agent or officer, at Seller’s business office, it shall be deemed only a proposal; signature by Seller’s estimator does not constitute execution by Seller. In the event that this proposal shall be countersigned by Seller prior to signing by Buyer, then the proposal shall remain in force for ten (10) days only, and shall not become a contract until a copy signed to Buyer is delivered to Sell’s office within said ten (10) days period. This contract shall be conclusively deemed to have properly executed by both parties, however, when a copy hereof has been signed by Buyer, counter-signed by Seller and Seller commences work here on and/or materials deliveries.

2. ENTIRE AGREEMENT AND AMENDMENTS

This agreement contains the entire agreement between the parties, and there are no representations, agreements, warranties, or guaranties either expressed or implied, except as contained herein. This agreement may only be amended in writing signed by the parties, or their authorized agents.

3. GUARANTEE

All asphalt paving is hereby guaranteed for a period of one year from date of completion, subject to the provisions of this paragraph set forth below. If on the reverse side of this contracts , it shall be indicated that any other work or materials have guaranteed, or in the event that from other reasons on cause it shall be found that the Seller has guaranteed any work/or materials, then such guarantee shall also be subject to the following express terms:

☒ Such guarantee is limited to a guarantee that such work has been done in a work like manner.

☒ Such guarantee is limited to a period of one year from date of completion.

☒ Such guarantee is upon the condition that the work is put to only natural, ordinary and proper uses, and the burden of the proof shall be upon Buyer to show such uses were natural, ordinary and proper.

☒ The Seller shall take no responsibility, and any such guarantee shall not cover or extend to any failures of or defects in the work which were caused by defective and/or improper work and/or slow preparation, by the Buyer or other contactors or subcontractors under the Buyer, or for defects or damage occasioned by storm, rain, flood, vandalism, or other acts beyond the control of the Seller. In the event of dispute upon this matter, the burden of proof shall be upon the Buyer to show that such failure or defects or damage in the work were not occasioned by the work of others or by the God as foresaid. In the event that the contract on the reverse hereof provides for the use of weed killer and guaranteed the results of such use, then such guarantee applies only to surface weeds. Any deep rooted weed plant or other growth are not guaranteed killed, unless expressly set out to the contrary on the contract on the reverse side.

4. ACCEPTANCE OF WORK

Any payment made under this agreement shall constitute an acknowledgement that Seller has satisfactory performed its part of the agreement as of the date of payment. Unless Buyer shall give notice in writing to Seller to the contrary within 30 days after delivery of performance of work, all materials or work delivered or performed shall be deemed accepted as satisfactory by Buyer.

5. FEES AND CHARGES

Unless otherwise agreed on the face hereof, Buyers shall obtain and pay for all inspection fees and permits in connection with this contract.

6. ACTS OF GOD, ETC.

Delay or damaged caused by strike, acts of God, wars, riots, law, ordinance, or order of any agency, government or municipality, or other causes beyond the reasonable control of Seller, shall excuse or extend Seller’s performance, at Seller’s election, and Seller shall not be responsible for damage therefore. Any loss to Seller caused from said damages or delay shall be chargeable to Buyer for the additional work or materials caused by such damage or delay at Seller’s prevailing rate.

7. COLLECTION

In the event Seller shall institute any action to collect any amounts due under this contract or to enforce the contract, Buyer agrees to pay reasonable attorney fees and expenses incurred by Seller, as fixed by the court, in addition to all sums herein provided.

8. ASSIGNMENT

Seller reserves the right to transfer and assign this contract or subcontract any portion of its work hereunder to any corporation, partnership, or individual, which seller may designate.

9. PLANS AND SPECIFICATIONS

All Plans and/or specifications for the job, which have been delivered to Seller at the time of execution of this contract, are made a part of this agreement. Compliance by Seller with such plans and/or specifications shall constitute full performance. Seller may demand that any change in plans or specifications be made in writing and must be agreed to by Seller. Notwithstanding anything to the contrary herein, Seller may also rely on upon verbal instructions of Buyer, his agents, engineer or architects. This contract price shall be adjusted to reflect such written or verbal changes, and in the amount is not agreed to, it shall be on the basis of the Seller’s prevailing charge therefore.

10. DAMAGE TO UNDERGROUND INSTALLATIONS

Seller shall not be liable for damage to underground pipe, conduit, cesspools, septic tanks, sidewalks, and approach aprons, or other installations which are visible, or which are not indicated on the plans or specifications, and Buyer shall hold Seller harmless against any such claim.

11. PAYMENTS

All work completed in any one month will be billed by the 25th of said month with payment of 95% due by the 10th of the following month. The remaining 5% (retention) is due and payable not later than 35 days from completion of our contract items of work. Time materials (Rental) if required, to be paid in full monthly, with no retention held. Interest at the rate of 1 ¼% per month shall be charged on all overdue accounts.

12. GRADES

Seller may rely on grades or elevations established by others and any additional cost resulting from a change in grade or elevation shall be charged to Buyer at Seller’s prevailing rate for such work. Unless otherwise specified, rough grade shall be a grade within two-tenths of a foot or finished sub-grade, and for fine grading shall mean grading between rough grades finished sub-grades. If the rough grading and/or the fine grading has been done by others, and further fine grading and/or rough grading is necessary, the Seller shall be paid extra thereof, and an extra charge shall be made for excess dirt to be hauled away or fill to be brought in, all according to Seller’s prevailing rate.

13. Termination

It is mutually agreed that this contract may not be cancelled prior to the commencement of the work, without the written consent of Seller, unless at the time of cancellation a sum equal to twenty (20%) percent of the contract price shall be paid by Buyer to Seller, said amount to be liquidated damages, and Buyer to be liable therefore, and such liquidated damages are hereby fixed by the parties in view of the fact that actual damages would not be ascertainable. After the commencement of work this contract may only be cancelled by the mutual agreement of Seller and Buyer.

Hughes General Engineering, Inc.
P.O. Box 2293, Camarillo, CA 93011
License No. 644816-A
(805) 642-7700 Fax (805) 642-7711
Email: hughesgeinc@gmail.com
DIR Registration # 1000003556



PROPOSAL AND CONTRACT
Page 1 of 3

To: Oak Park Unified School Dist.

REVISION #1

Date: October 12, 2018 **REV. 10-29-18**

Phone: _____

Fax: _____

Attn: Keith Henderson

Email: khenderson@opusd.org

Subject to the terms hereof, We herby agree to furnish all labor, materials, and equipment for the Completion in a good and workmanlike manner, Of the work described below:

Description of Property: Oak Park High School

899 Kanan Road	Oak Park	Ventura
Street Address	City	County

Description of Work: Install student access sidewalk from lower street parking at
Southside of school to upper parking lot by Football Field.

See Page 2 for Specific Scope of Work.

This Proposal is Based on Prevailing Wages.

TOTAL PROPOSAL PER ATTACHED BREAKDOWN AND EXCLUSIONS:

Exclusions: Fees for Permit, Bonds, Inspection, Engineering, Surveying, Staking, Special metal Imbeds, Testing for soils or materials, Water, Water metering, Dewatering of any kind, Digging, Handling or disposal of rock, Hard to handle material or hazardous materials, Grading or export of footing material, Digging or backfill of plumbing or Electrical trenches.

Note: This proposal, including terms & conditions and any attachments hereto, is made a part of any contract entered into. Initial the attached terms and conditions. Progress billing will be made on the 25th day of each month with payment due by the 10th of the following month. Any retention withheld shall be paid within 30 days following the completion of our work. Any alterations or deviation from the above specification involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This Proposal is valid 30 days only. Void if not accepted within the specified time.

Respectfully Submitted:

By: _____
Jeff Hughes, President

Hughes General Engineering, Inc.

Date: _____

ACCEPTANCE

You are hereby authorized to finish all materials and labor required to complete the work described in the above proposal, for which I/We agree to pay the contract price mentioned in this proposal and according to the terms thereof. I/We have read and agreed to the provisions contained hereto and in any attachments hereto which are made a part hereof and are described as:

Accepted: _____

Date: _____

Contractors are required by law to be licensed and registered by the contractors state license board which has jurisdiction to investigate complaints against contractors, If a complaint is filed within 3 years of the date alleged violation. Any questions concerning a contractor may be referred to the register, Contractors State board, P. O. Box 26000, Sacramento, CA 95826.

Hughes

General Engineering, Inc.

P.O. Box 2293

Camarillo, Ca. 93011

(805) 642-7700 Fax (805) 642-7711

License No. 644816-A

Page 2 of 3

Description: Oak Park HS

SPECIFIC SCOPE OF WORK:

~~OPTION #1~~

~~Northside walkway excavating for new student access on northside of roadway:~~

- ~~1) Includes approximately 200 lf. By 5' wide sidewalk 5" thick with #4 rebar at 18" on center, each way, on native soils.~~
- ~~2) 4' retaining wall approximately 95 lf. Long.~~
- ~~3) 105 lf. of 6-12" curb wall with deepened footing.~~
- ~~4) V-swale~~
- ~~5) Water proofing wall and drainage~~
- ~~6) Approximately 10 steps 5.5 wide with landing.~~
- ~~7) Handrail for steps two (2).~~
- ~~8) All soils to be left on site approximately 50-60 tons.~~

~~TOTAL: \$ 67,930.00~~

✓ OPTION #2

Southside Sidewalk for student access from lower street parking:

- 1) Clear and grub for new sidewalk
- 2) Remove and dispose of chain link fence (re-use, if possible, on upper fence area)
- 3) Install approximately 400 lf. Of 5' wide by 5" concrete sidewalk with #4 rebar at 18" on center, each way.
- 4) At upper 218 lf. Of sidewalk we will install either at deepened footing for length of walk or 12" caissons approximately 3' in depth and 5' on center.
Hughes will make final determination.
- 5) All soils to remain on site, approximately 25 tons.
- 6) Bond is included.
- 7) 220 lf. of new 6' fencing at upper Southside Sidewalk

TOTAL: \$ 73,725.00 ✓

SPECIAL CONDITIONS & EXCLUSIONS IN ADDITION TO ATTACHED EXCLUSION LIST:

No testing
No inspections
Not responsible for any underground utilities of any kind.
Not responsible for landscape or irrigation.
No permits

TERMS AND CONDITIONS

1. ACCEPTANCE

Until this form has been countersigned by the Seller, or Seller's authorized agent or officer, at Seller's business office, it shall be deemed only a proposal; signature by Seller's estimator does not constitute execution by Seller. In the event that this proposal shall be countersigned by Seller prior to signing by Buyer, then the proposal shall remain in force for ten (10) days only, and shall not become a contract until a copy signed to Buyer is delivered to Seller's office within said ten (10) days period. This contract shall be conclusively deemed to have properly executed by both parties, however, when a copy hereof has been signed by Buyer, counter-signed by Seller and Seller commences work here on and/or materials deliveries.

2. ENTIRE AGREEMENT AND AMENDMENTS

This agreement contains the entire agreement between the parties, and there are no representations, agreements, warranties, or guaranties either expressed or implied, except as contained herein. This agreement may only be amended in writing signed by the parties, or their authorized agents.

3. GUARANTEE

All asphalt paving is hereby guaranteed for a period of one year from date of completion, subject to the provisions of this paragraph set forth below. If on the reverse side of this contract, it shall be indicated that any other work or materials have guaranteed, or in the event that from other reasons on cause it shall be found that the Seller has guaranteed any work or materials, then such guarantee shall also be subject to the following express terms:

☒ Such guarantee is limited to a guarantee that such work has been done in a work like manner.

☒ Such guarantee is limited to a period of one year from date of completion.

☒ Such guarantee is upon the condition that the work is put to only natural, ordinary and proper uses, and the burden of the proof shall be upon Buyer to show such uses were natural, ordinary and proper.

☒ The Seller shall take no responsibility, and any such guarantee shall not cover or extend to any failures of or defects in the work which were caused by defective and/or improper work and/or slow preparation, by the Buyer or other contractors or subcontractors under the Buyer, or for defects or damage occasioned by storm, rain, flood, vandalism, or other acts beyond the control of the Seller. In the event of dispute upon this matter, the burden of proof shall be upon the Buyer to show that such failure or defects or damage in the work were not occasioned by the work of others or by the God as foresaid. In the event that the contract on the reverse hereof provides for the use of weed killer and guaranteed the results of such use, then such guarantee applies only to surface weeds. Any deep rooted weed plant or other growth are not guaranteed killed, unless expressly set out to the contrary on the contract on the reverse side.

4. ACCEPTANCE OF WORK

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5. FEES AND CHARGES

Unless otherwise agreed on the face hereof, Buyers shall obtain and pay for all inspection fees and permits in connection with this contract

6. ACTS OF GOD, ETC.

Delay or damaged caused by strike, acts of God, wars, riots, law, ordinance, or order of any agency, government or municipality, or other causes beyond the reasonable control of Seller, shall excuse or extend Seller's performance, at Seller's election, and Seller shall not be responsible for damage therefore. Any loss to Seller caused from said damages or delay shall be chargeable to Buyer for the additional work or materials caused by such damage or delay at Seller's prevailing rate.

7. COLLECTION

In the event Seller shall institute any action to collect any amounts due under this contract or to enforce the contract, Buyer agrees to pay reasonable attorney fees and expenses incurred by Seller, as fixed by the court, in addition to all sums herein provided.

8. ASSIGNMENT

Seller reserves the right to transfer and assign this contract or subcontract any portion of its work hereunder to any corporation, partnership, or individual, which seller may designate.

9. PLANS AND SPECIFICATIONS

All Plans and/or specifications for the job, which have been delivered to Seller at the time of execution of this contract, are made a part of this agreement. Compliance by Seller with such plans and/or specifications shall constitute full performance. Seller may demand that any change in plans or specifications be made in writing and must be agreed to by Seller. Notwithstanding anything to the contrary herein, Seller may also rely on upon verbal instructions of Buyer, his agents, engineer or architects. This contract price shall be adjusted to reflect such written or verbal changes, and in the amount is not agreed to, it shall be on the basis of the Seller's prevailing charge therefore

10. DAMAGE TO UNDERGROUND INSTALLATIONS

Seller shall not be liable for damage to underground pipe, conduit, cesspools, septic tanks, sidewalks, and approach aprons, or other installations which are visible, or which are not indicated on the plans or specifications, and Buyer shall hold Seller harmless against any such claim

11. PAYMENTS

All work completed in any one month will be billed by the 25th of said month with payment of 95% due by the 10th of the following month. The remaining 5% (retention) is due and payable not later than 35 days from completion of our contract items of work. Time materials (Rental) if required, to be paid in full monthly, with no retention held. Interest at the rate of 1 % per month shall be charged on all overdue accounts.

12. GRADES

Seller may rely on grades or elevations established by others and any additional cost resulting from a change in grade or elevation shall be charged to Buyer at Seller's prevailing rate for such work. Unless otherwise specified, rough grade shall be a grade within two-tenths of a foot or finished sub-grade, and for fine grading shall mean grading between rough grades finished sub-grades. If the rough grading and/or the fine grading has been done by others, and further fine grading and/or rough grading is necessary, the Seller shall be paid extra thereof, and an extra charge shall be made for excess dirt to be hauled away or fill to be brought in, all according to Seller's prevailing rate.

13 Termination

It is mutually agreed that this contract may not be cancelled prior to the commencement of the work, without the written consent of Seller, unless at the time of cancellation a sum equal to twenty (20%) percent of the contract price shall be paid by Buyer to Seller, said amount to be liquidated damages, and Buyer to be liable therefore, and such liquidated damages are hereby fixed by the parties in view of the fact that actual damages would not be ascertainable. After the commencement of work this contract may only be cancelled by the mutual agreement of Seller and Buyer.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.2.f. RATIFY ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENTS WITH ADAPTIVE MODULAR SOLUTIONS, INC., FOR MEASURE S PROJECTS AT BROOKSIDE ELEMENTARY SCHOOL, RED OAK ELEMENTARY SCHOOL, AND MEDEA CREEK MIDDLE SCHOOL

ACTION

ISSUE: Shall the Board of Education ratify architectural and engineering services agreements with Adaptive Modular Solutions, Inc., for Measure S Project Numbers 18-18S, Classroom Replacement (4), Phase 1 at Brookside Elementary School, 18-20S, Classroom Replacement (7), at Red Oak Elementary School, and 18-21S, Classroom Replacement (6) at Medea Creek Middle School?

BACKGROUND: At its meeting on March 20, 2018, the Board approved Measure S Master Plan Project Numbers 18-18S, Classroom Replacement (4), Phase 1 at Brookside Elementary School, 18-20S, Classroom Replacement (7), at Red Oak Elementary School, and 18-21S, Classroom Replacement (6) at Medea Creek Middle School. In order to complete the submittal of these plans to the Division of the State Architect (DSA) for final approval for construction, it has been necessary to engage the architecture and engineering services of modular classroom manufacturer Adaptive Modular Solutions (AMS). After review of the accompanying AMS proposals, the Measure S Facility subcommittee strongly recommended execution of the agreements in order to accelerate to construction schedule for all three projects by 3-4 weeks. It is recommended by staff and the Measure S Facility subcommittee that the Board ratify architectural and engineering services agreements with Adaptive Modular Solutions, Inc., for all three projects.

FISCAL IMPACT: None. The proposed cost is included in the approved Measure S Master Plan (March 2018) budget for each project.

ALTERNATIVES:

1. Ratify the architectural and engineering services agreements with Adaptive Modular Solutions, Inc., for Measure S Project 18-18S, Classroom Replacement (4), Phase 1 at Brookside Elementary School, in the amount of \$31,966, Measure S Project 18-20S, Classroom Replacement (7), at Red Oak Elementary School, in the amount of \$74,088, and Measure S Project 18-21S, Classroom Replacement (6) at Medea Creek Middle School, in the amount of \$41,472.
2. Do not ratify the agreements.

RECOMMENDATION: Alternative No. 1

BOARD MEETING, NOVEMBER 13, 2018

Ratify Architectural and Engineering Services Agreements
With Adaptive Modular Solutions, Inc., for Measure S Projects
At Brookside Elementary School, Red Oak Elementary School
And Medea Creek Middle School

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

Respectfully submitted:

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	

Helfstein	_____	_____	_____	

Laifman	_____	_____	_____	

Rosen	_____	_____	_____	

Ross	_____	_____	_____	

Student Rep	_____	_____	_____	

ADAPTIVE MOD

TO: KEITH HENDERSON
OAK PARK UNIFIED SCHOOL DISTRICT
165 SATINWOOD AVE.
OAK PARK, CA 91377

FROM: SHANNON HALL
ADAPTIVE MODULAR SOLUTIONS INC.
3025 E. DOMINGUEZ ST.
CARSON, CA 90810

DATE: OCTOBER 18, 2018

PROJECT: BROOKSIDE ELEMENTARY SCHOOL
FILE NO. PC-93 DSA APPLICATION NO. 03-119331

Background and Objectives

Oak Park Unified School District is looking to construct (4) 960sf modular classrooms, (1) 160sf modular restroom and (1) 320sf modular restroom at the Brookside Elementary School Campus located at 165 Satinwood Avenue, Oak Park, CA 91377. The project will provide classroom and restrooms for students and teachers.

Scope of Work

Adaptive will work with the site Architect to determine the best configuration of the structures and use on the site plan. Once a final plan has been determined, Adaptive will provide the final Architectural and Engineering drawings required for the inclusion in the overall architect deliverable. The detailed scope of work is summarized below:

i. Preliminary Design Review

Review of the plans developed by the Architect of Record and District and identify any issues as they relate to the manufacturing of the Adaptive product.

ii. Design Development

Generate/provide room layouts and design options based on the preliminary site plan.

- Prepare unit layouts to accommodate needs for the specific population
- Prepare design documents (elevations and site layout) for incorporation into the architect's overall plans for the site.
- Create a preliminary budget to determine the high-level feasibility of the project and provide design revisions based on any constraints.
- Be involved in a design review by internal stakeholders and will amend conceptual plans based on feedback.

iii. A&E Construction Drawings

Prepare final A&E drawings for inclusion in project package prepared for submission by Architect to DSA.

- Coordinate architectural, structural and MEP consultants to provide construction documents for the factory-built modules.
- Provide detailed drawings for foundation and any structural details for site built/installed items.
- Work with the Architect to ensure that the DSA approval process for the structures is completed. Attend any backcheck meetings and coordinate comments and re-submittal of plans as requested by DSA.

iv. DSA Approval Fees

Adaptive will obtain stockpile permits on products that are standard pre-check approved. These fees do not include site-specific fees (paid by owner direct) or modifications to the structures obtained through CCD's. The final fee(s) due to DSA for the project and/or modules may exceed the amount listed and shall be paid directly by the District to DSA.

Cost of Work

	Preliminary Design Review	Design Development	A&E Construction Drawings
Structural	\$1,560	\$2,340	\$3,900
Architectural	\$702	\$1,053	\$1,755
Mechanical	\$2,200	\$3,300	\$5,500
Project Management	\$160	\$240	\$400
DSA Stockpile Fees	\$8,856	n/a	n/a
TOTAL	\$13,478	\$6,933	\$11,555

Please also find the teAdaptive hourly rates below:

Structural: \$225
Architectural: \$175
Mechanical: \$250
Project Management: \$150

Terms & Payment Schedule

50% is due upon execution of this agreement to commence work. Remaining 50% will be paid at the completion of the scope of service. All items will follow the same payment schedule.

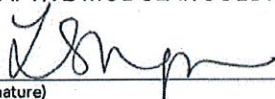
Agreement does not include reimbursable expenses. Reimbursable expenses will be billed at cost and will be reimbursed to Adaptive within 14 business days of receipt of expense report. If the project is terminated and/or Owners Representative no longer require the assistance of Adaptive prior to completion of design, the total fee due will be the sum of the progress billings to the end of the previous month plus a mutually agreeable amount for the work expended during the month of cancellation.

See Exhibit A for additional Terms and Conditions specific to this agreement.

Agreed and accepted this 30TH day of OCTOBER, 2018.

ADAPTIVE MODULAR SOLUTIONS INC.

OAK PARK UNIFIED SCHOOL DISTRICT


(Signature)


(Signature)

Lisa Sharpe

(Name)

MARTIN KLAUS
(Name)

October 23, 2018

(Title)

ASST SUPT, BUSINESS
(Title)

Exhibit A

TERMS AND CONDITIONS

This agreement ("Agreement") is made between Adaptive Modular Solutions Inc ("Adaptive") and OPUSD ("Client"). Herewith in, Adaptive and OPUSD may be individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, Adaptive desires to provide consulting services to the Client with respect to related services in preparation for the Project's development; and

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Scope of Services.** Adaptive will provide services to the Client and agrees to perform the services indicated incorporated herein by the reference ("Scope of Work" or "Services"). In providing the Services pursuant to this Agreement, while in this design concept stage, Adaptive does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties, responsibilities and limitations of authority of Adaptive shall not be restricted, modified or extended without written agreement between the Adaptive and the Client.

Adaptive's scope of services does not include construction-phase services for this Project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Adaptive that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Adaptive harmless from any loss, claim, or costs, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Adaptive.

2. **Extra Work.** It is mutually understood and agreed that the Client will compensate Adaptive for services resulting from significant changes in the General Scope of the Project or its design. These may include but are not necessarily limited to change in size, complexity, studies, reports, designs, documents or contract documents, or for preparation of documents for separate bids. Any such changes must be authorized by the Client, and must be mutually agreed upon by both the Client and Adaptive prior to beginning extra work.

At the written request of the Client, Adaptive shall perform such additional services as required by Client in addition to the General Scope of work covered by this Agreement. Fees for such services and a description of the work to be done shall be in writing as an addendum to this Agreement titled "Change Order," signed by both Adaptive and the Client and upon which shall become part of this agreement.

After preliminary coordination, any event that is not attributable to which requires changes to the structural, mechanical, plumbing and electrical drawings will be considered additional services. Additional services will be billed at standard hourly rates and will commence only upon mutual agreement by the parties.

3. **Responsibility of the Client.** Client agrees to make available for Adaptive's use, all drawings, maps, soil data, etc. that are readily available to Client. Designate a person to act with authority on Client's behalf and respond in a timely manner to submissions by Adaptive, providing approvals and authorizations as appropriate so that work may continue at a normal pace. Pay all costs associated with special services authorized by the Client, and all costs associated with obtaining bids from contractors.
4. **Codes and Standards.** Adaptive shall exercise usual and customary professional care in an effort to comply with codes, regulations, and laws in effect at the time services under this Agreement are rendered.
5. **Delays:** Adaptive is not responsible for delays caused by factors outside of their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Adaptive's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level.
6. **Ownership AND USE of Documents:** All documents, plans, specifications, structural calculations, details, reports, and data (in any form) hereinafter collectively herein referred to as "Design Documents" prepared or furnished by Adaptive (and Adaptive'

independent professional associates and consultants) pursuant to this Agreement are instruments of services in respect of the Project and Adaptive shall retain ownership (and) does hereby reserve all common law, statutory and other rights, including copyrights in and to the ideas and designs shown (or expressed) therein, and property interest therein, whether or not the Project is completed. No other reuse of the Design Documents by Client, or any architect or structural engineer retained by Client shall be permitted to use Design Documents without the prior written consent of Adaptive.

7. Termination. Within 14 days of the Client's termination of Adaptive, the termination of the Project, or the suspension of the Project, Client shall pay all fees and costs due and owing to Adaptive.
8. Limitation of Liability. Client agrees to limit the liability of Adaptive, its principals, employees and/or any third parties involved in completing Adaptive's scope of work, for any claim or action arising in tort, contract, legal theory pled or asserted, or strict liability, to the sum of \$25,000 or Adaptive's fees, whichever is greater.
9. Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of such fault or whether it was committed by the Client or Adaptive, their employees, agents, sub consultants or subcontractors unless the result of willful misconduct or gross negligence. Consequential damages include, but are not limited to, loss of use and loss of profit.
10. Attorney's Fees. In the event of any litigation arising from or related to the non-payment by Client of Adaptive's fee for services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related expenses.
11. Alternative Dispute Resolution. In the event of any dispute between the Parties arising out of the subject matter of this Agreement, the parties agree to first resort to good faith negotiation and then mediation to resolve such dispute. If not resolved within ninety (90) days following the first such negotiation, the dispute shall be resolved by a general judicial reference pursuant to California Code of Civil Procedure Section 638(a) and 641-645.1. The general referee shall be a retired judge of the Superior Court in Los Angeles County with substantial experience in commercial matters and without any relationship to either party and have the power to hear motions in the same manner as a trial judge in the Superior Court. The general referee shall hear and determine all issues of fact and law and report a statement of decision pursuant Code of Civil Procedure Section 638(a). This shall constitute a waiver of any right either party may have to a jury trial. Each party shall bear its own attorneys' fees and costs incurred, provided that said referee shall have the power to award to the prevailing party in any such reference all costs and expenses including attorneys' fees incurred by such prevailing party.
12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
13. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions herein.
14. Assignment. The rights and obligations of a party under this Agreement may not be assigned without the prior written consent of the other party.
15. Amendment. No alteration, modification, amendment or other change of this Agreement shall be binding on the parties unless in writing and executed by Buyer and Seller.
16. Remedies. In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may suspend further performance hereunder or terminate this Agreement by providing written notice to the defaulting party. Said notice shall describe in reasonable detail the nature of the default. The party receiving said notice shall have ten calendar days from the date of any such notice to cure the default(s) described therein.
17. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

ADAPTIVE MOD

TO: KEITH HENDERSON
OAK PARK UNIFIED SCHOOL DISTRICT
4857 ROCKFIELD STREET
OAK PARK, CA 91377

FROM: SHANNON HALL
ADAPTIVE MODULAR SOLUTIONS INC.
3025 E. DOMINGUEZ ST.
CARSON, CA 90810

DATE: OCTOBER 30, 2018

PROJECT: RED OAK ELEMENTARY SCHOOL

Background and Objectives

Oak Park Unified School District is looking to construct (7) 960sf modular classrooms, (1) 320sf modular restroom and (1) 640sf modular storage/utility room at Red Oak Elementary School campus located at 4857 Rockfield St., Oak Park, CA 91377. The project will provide classrooms and restrooms for students and teachers.

Scope of Work

Adaptive will work with the site Architect to determine the best configuration of the structures and use on the site plan. Once a final plan has been determined, Adaptive will provide the final Architectural and Engineering drawings required for the inclusion in the overall architect deliverable. The detailed scope of work is summarized below:

i. Preliminary Design Review

Review of the plans developed by the Architect of Record and District and identify any issues as they relate to the manufacturing of the Adaptive product.

ii. Design Development

Generate/provide room layouts and design options based on the preliminary site plan.

- Prepare unit layouts to accommodate needs for the specific population
- Prepare design documents (elevations and site layout) for incorporation into the architect's overall plans for the site.
- Create a preliminary budget to determine the high-level feasibility of the project and provide design revisions based on any constraints.
- Be involved in a design review by internal stakeholders and will amend conceptual plans based on feedback.

iii. A&E Construction Drawings

Prepare final A&E drawings for inclusion in project package prepared for submission by Architect to DSA.

- Coordinate architectural, structural and MEP consultants to provide construction documents for the factory-built modules.
- Provide detailed drawings for foundation and any structural details for site built/installed items.
- Work with the Architect to ensure that the DSA approval process for the structures is completed. Attend any backcheck meetings and coordinate comments and re-submittal of plans as requested by DSA.

iv. DSA Approval Fees

Adaptive will obtain stockpile permits on products that are standard pre-check approved. These fees do not include site-specific fees (paid by owner direct) or modifications to the structures obtained through CCD's. The final fee(s) due to DSA for the project and/or modules may exceed the amount listed and shall be paid directly by the District to DSA.

Cost of Work

	Preliminary Design Review	Design Development	A&E Construction Drawings
Structural	\$6,240	\$9,360	\$15,600
Architectural	\$2,047.50	\$3,071.25	\$5,118.75
Mechanical	\$6,370	\$9,555	\$15,925
Project Management	\$160	\$240	\$400
DSA Stockpile Fees	n/a	n/a	n/a
TOTAL	\$14,817.50	\$22,226.25	\$37,043.75

Please also find the Adaptive hourly rates below:

Structural: \$225
Architectural: \$175
Mechanical: \$250
Project Management: \$150

Terms & Payment Schedule

50% is due upon execution of this agreement to commence work. Remaining 50% will be paid at the completion of the scope of service. All items will follow the same payment schedule.

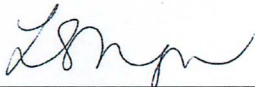
Agreement does not include reimbursable expenses. Reimbursable expenses will be billed at cost and will be reimbursed to Adaptive within 14 business days of receipt of expense report. If the project is terminated and/or Owners Representative no longer require the assistance of Adaptive prior to completion of design, the total fee due will be the sum of the progress billings to the end of the previous month plus a mutually agreeable amount for the work expended during the month of cancellation.

See Exhibit A for additional Terms and Conditions specific to this agreement.

Agreed and accepted this 6TH day of NOVEMBER 2018.

ADAPTIVE MODULAR SOLUTIONS INC.

OAK PARK UNIFIED SCHOOL DISTRICT



(Signature)



(Signature)

Lisa Sharpe

(Name)

MARTIN KLAUSS

(Name)

October 30, 2018

(Title)

ASST SUPT, BUSINESS

(Title)

TERMS AND CONDITIONS

This agreement ("Agreement") is made between Adaptive Modular Solutions Inc ("Adaptive") and OPUSD ("Client"). Herewith in, Adaptive and OPUSD may be individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, Adaptive desires to provide consulting services to the Client with respect to related services in preparation for the Project's development; and

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Scope of Services.** Adaptive will provide services to the Client and agrees to perform the services indicated incorporated herein by the reference ("Scope of Work" or "Services"). In providing the Services pursuant to this Agreement, while in this design concept stage, Adaptive does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties, responsibilities and limitations of authority of Adaptive shall not be restricted, modified or extended without written agreement between the Adaptive and the Client.

Adaptive's scope of services does not include construction-phase services for this Project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Adaptive that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Adaptive harmless from any loss, claim, or costs, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Adaptive.

2. **Extra Work.** It is mutually understood and agreed that the Client will compensate Adaptive for services resulting from significant changes in the General Scope of the Project or its design. These may include but are not necessarily limited to change in size, complexity, studies, reports, designs, documents or contract documents, or for preparation of documents for separate bids. Any such changes must be authorized by the Client, and must be mutually agreed upon by both the Client and Adaptive prior to beginning extra work.

At the written request of the Client, Adaptive shall perform such additional services as required by Client in addition to the General Scope of work covered by this Agreement. Fees for such services and a description of the work to be done shall be in writing as an addendum to this Agreement titled "Change Order," signed by both Adaptive and the Client and upon which shall become part of this agreement.

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6. Ownership AND USE of Documents: All documents, plans, specifications, structural calculations, details, reports, and data (in any form) hereinafter collectively herein referred to as "Design Documents" prepared or furnished by Adaptive (and Adaptive' independent professional associates and consultants) pursuant to this Agreement are instruments of services in respect of the Project and Adaptive shall retain ownership (and) does hereby reserve all common law, statutory and other rights, including copyrights in and to the ideas and designs shown (or expressed) therein, and property interest therein, whether or not the Project is completed. No other reuse of the Design Documents by Client, or any architect or structural engineer retained by Client shall be permitted to use Design Documents without the prior written consent of Adaptive.
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12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
13. Severability. The provisions of this Agreement shall be deemed severable and the invalidity of unenforceability of any provision shall not affect the validity or enforceability of the other provisions herein.
14. Assignment. The rights and obligations of a party under this Agreement may not be assigned without the prior written consent of the other party.
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16. Remedies. In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may suspend further performance hereunder or terminate this Agreement by providing written notice to the defaulting party. Said notice shall describe in reasonable detail the nature of the default. The party receiving said notice shall have ten calendar days from the date of any such notice to cure the default(s) described therein.
17. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

ADAPTIVE MOD

TO: KEITH HENDERSON
OAK PARK UNIFIED SCHOOL DISTRICT
1002 DOUBLETREE ROAD
OAK PARK, CA 91377

FROM: SHANNON HALL
ADAPTIVE MODULAR SOLUTIONS INC.
3025 E. DOMINGUEZ ST.
CARSON, CA 90810

DATE: OCTOBER 18, 2018

PROJECT: MEDEA CREEK MIDDLE SCHOL
FILE NO. PC-93 DSA APPLICATION NO. 03-119331

Background and Objectives

Oak Park Unified School District is looking to construct (6) 960sf modular classrooms, (1) 160sf modular restroom and (1) 320sf modular restroom at the Medea Creek Middle School Campus located at 1002 Doubletree Road, Oak Park, CA 91377. The project will provide classrooms and restrooms for students and teachers.

Scope of Work

Adaptive will work with the site Architect to determine the best configuration of the structures and use on the site plan. Once a final plan has been determined, Adaptive will provide the final Architectural and Engineering drawings required for the inclusion in the overall architect deliverable. The detailed scope of work is summarized below:

i. Preliminary Design Review

Review of the plans developed by the Architect of Record and District and identify any issues as they relate to the manufacturing of the Adaptive product.

ii. Design Development

Generate/provide room layouts and design options based on the preliminary site plan.

- Prepare unit layouts to accommodate needs for the specific population
- Prepare design documents (elevations and site layout) for incorporation into the architect's overall plans for the site.
- Create a preliminary budget to determine the high-level feasibility of the project and provide design revisions based on any constraints.
- Be involved in a design review by internal stakeholders and will amend conceptual plans based on feedback.

iii. A&E Construction Drawings

Prepare final A&E drawings for inclusion in project package prepared for submission by Architect to DSA.

- Coordinate architectural, structural and MEP consultants to provide construction documents for the factory-built modules.
- Provide detailed drawings for foundation and any structural details for site built/installed items.
- Work with the Architect to ensure that the DSA approval process for the structures is completed. Attend any backcheck meetings and coordinate comments and re-submittal of plans as requested by DSA.

iv. DSA Approval Fees

Adaptive will obtain stockpile permits on products that are standard pre-check approved. These fees do not include site-specific fees (paid by owner direct) or modifications to the structures obtained through CCD's. The final fee(s) due to DSA for the project and/or modules may exceed the amount listed and shall be paid directly by the District to DSA.

Cost of Work

	Preliminary Design Review	Design Development	A&E Construction Drawings
Structural	\$2,288	\$3,432	\$5,720
Architectural	\$750	\$1,125	\$1,875
Mechanical	\$2,600	\$3,900	\$6,500
Project Management	\$160	\$240	\$400
DSA Stockpile Fees	\$12,482	n/a	n/a
TOTAL	\$18,280	\$8,697	\$14,495

Please also find the Adaptive hourly rates below:

Structural: \$225
Architectural: \$175
Mechanical: \$250
Project Management: \$150

Terms & Payment Schedule

50% is due upon execution of this agreement to commence work. Remaining 50% will be paid at the completion of the scope of service. All items will follow the same payment schedule.

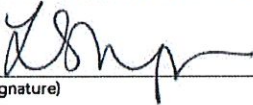
Agreement does not include reimbursable expenses. Reimbursable expenses will be billed at cost and will be reimbursed to Adaptive within 14 business days of receipt of expense report. If the project is terminated and/or Owners Representative no longer require the assistance of Adaptive prior to completion of design, the total fee due will be the sum of the progress billings to the end of the previous month plus a mutually agreeable amount for the work expended during the month of cancellation.

See Exhibit A for additional Terms and Conditions specific to this agreement.

Agreed and accepted this ____ day of _____, 2018.

ADAPTIVE MODULAR SOLUTIONS INC.

OAK PARK UNIFIED SCHOOL DISTRICT


(Signature)


(Signature)

Lisa Sharpe

(Name)

MARTIN KLAUSS

(Name)

October 23, 2018

(Title)

ASST Supt, BUSINESS

(Title)

Exhibit A

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Adaptive's scope of services does not include construction-phase services for this Project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Adaptive that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Adaptive harmless from any loss, claim, or costs, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Adaptive.

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At the written request of the Client, Adaptive shall perform such additional services as required by Client in addition to the General Scope of work covered by this Agreement. Fees for such services and a description of the work to be done shall be in writing as an addendum to this Agreement titled "Change Order," signed by both Adaptive and the Client and upon which shall become part of this agreement.

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4. **Codes and Standards.** Adaptive shall exercise usual and customary professional care in an effort to comply with codes, regulations, and laws in effect at the time services under this Agreement are rendered.
5. **Delays:** Adaptive is not responsible for delays caused by factors outside of their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Adaptive's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level.
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8. Limitation of Liability. Client agrees to limit the liability of Adaptive, its principals, employees and/or any third parties involved in completing Adaptive's scope of work, for any claim or action arising in tort, contract, legal theory pled or asserted, or strict liability, to the sum of \$25,000 or Adaptive's fees, whichever is greater.
9. Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of such fault or whether it was committed by the Client or Adaptive, their employees, agents, sub consultants or subcontractors unless the result of willful misconduct or gross negligence. Consequential damages include, but are not limited to, loss of use and loss of profit.
10. Attorney's Fees. In the event of any litigation arising from or related to the non-payment by Client of Adaptive's fee for services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related expenses.
11. Alternative Dispute Resolution. In the event of any dispute between the Parties arising out of the subject matter of this Agreement, the parties agree to first resort to good faith negotiation and then mediation to resolve such dispute. If not resolved within ninety (90) days following the first such negotiation, the dispute shall be resolved by a general judicial reference pursuant to California Code of Civil Procedure Section 638(a) and 641-645.1. The general referee shall be a retired judge of the Superior Court in Los Angeles County with substantial experience in commercial matters and without any relationship to either party and have the power to hear motions in the same manner as a trial judge in the Superior Court. The general referee shall hear and determine all issues of fact and law and report a statement of decision pursuant Code of Civil Procedure Section 638(a). This shall constitute a waiver of any right either party may have to a jury trial. Each party shall bear its own attorneys' fees and costs incurred, provided that said referee shall have the power to award to the prevailing party in any such reference all costs and expenses including attorneys' fees incurred by such prevailing party.
12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
13. Severability. The provisions of this Agreement shall be deemed severable and the invalidity of unenforceability of any provision shall not affect the validity or enforceability of the other provisions herein.
14. Assignment. The rights and obligations of a party under this Agreement may not be assigned without the prior written consent of the other party.
15. Amendment. No alteration, modification, amendment or other change of this Agreement shall be binding on the parties unless in writing and executed by Buyer and Seller.
16. Remedies. In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may suspend further performance hereunder or terminate this Agreement by providing written notice to the defaulting party. Said notice shall describe in reasonable detail the nature of the default. The party receiving said notice shall have ten calendar days from the date of any such notice to cure the default(s) described therein.
17. Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.2.g. APPROVE UPDATED FEE SCHEDULE FOR USE OF SCHOOL FACILITIES

ACTION

ISSUE: Shall the Board of Education approve an updated fee schedule for use of school facilities?

BACKGROUND: The District's fee schedule for use of school facilities, authorized by Board Policy 1330, Use of School Facilities, was last updated in October 2012. In order to better cover the cost of maintaining the District's facilities and grounds, staff is respectfully requesting that the Board approve the proposed updated fee schedule for use of school facilities that follows this report.

FISCAL IMPACT: It is expected that increased facility use fees collected will result in an increase to General Fund local revenues, which will in turn be used in the maintenance and upkeep of the District's facilities and grounds.

ALTERNATIVES:

1. Approve the proposed updated fee schedule for use of school facilities as presented.
2. Do not approve the proposed updated fee schedule for use of school facilities as presented.

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

FACILITY USE FEE SCHEDULE

Effective July 1, 2018, rates for use of District facilities shall be charged as indicated below. Rates indicated are hourly, and all facility uses require a 2-hour minimum except as noted.

FACILITY DESCRIPTION	Free	Direct	Fair Rental
Standard K-12 Classroom	0	20.50	30.75
Elementary Multipurpose Room	0	36.00	56.50
MCMS Multipurpose Room/Gymnasium	0	41.00	61.75
OPHS Multipurpose Room (3-HR)	0	56.50	87.25
OPHS Gymnasium (3-HR)	0	56.50	87.25
Cafeteria*	0	53.50	82.25
Lunch Area	0	15.50	25.75
Restrooms*	0	10.25	15.50
Playfields	0	25.75	41.00
Playgrounds	0	10.25	15.50
Tennis Courts	0	12.50	31.50
Softball Field	0	25.75	41.00
Baseball Field	0	25.75	41.00
Stadium Bleachers	0	72.00	107.75
Stadium Field	0	77.00	118.00
Stadium Lights*	0	102.75	154.00
Film Production (per day)			2365.00
Parking Lot Rental*	0	25.75	51.25
Custodial Services Personnel	0	41.00	61.25
Food Services Personnel	0	41.00	61.25
Utilities Fee (per day)	0	15.50	25.75
Processing Fee	0	15.50	15.50

**May require additional charge for employee services.*

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
**SUBJECT: B.3.a. APPROVE 2018-19 EARLY RETIREMENT INCENTIVE
MEMORANDUM OF UNDERSTANDING BETWEEN OAK
PARK UNIFIED SCHOOL DISTRICT AND OAK PARK
TEACHERS ASSOCIATION**

ACTION

ISSUE: Shall the Board approve Memorandum of Understanding between Oak Park Unified School District (OPUSD) and the Oak Park Teachers Association (OPTA) offering a retirement incentive for the 2018-2019 school year?

BACKGROUND: In each of the last five years, Oak Park Unified School District and the Oak Park Teachers Association have entered into a Memorandum of Understanding (MOU) to provide an early retirement incentive for teachers meeting certain eligibility requirements. OPUSD and OPTA have found this incentive to be mutually beneficial as a way to recognize the contributions of long-time employees of the District, minimize reduction of newly hired staff, and promote cost savings.

OPUSD and OPTA are proposing to again to offer the incentive program for the 2018-19 school year. The proposed MOU follows for the Board's information.

FISCAL IMPACT: As it has historically, it is projected that the District will realize significant salary savings under this program, achieved by the reduction in cost of retiring senior teacher salaries through replacement by more junior teachers placed lower on the contractual salary range.

ALTERNATIVES:

1. Approve the Memorandum of Understanding between OPUSD and OPTA offering a retirement incentive for the 2018-2019 school year.
2. Do not approve the Memorandum of Understanding.

RECOMMENDATION: Alternative No. 1

Prepared by: Dr. Leslie Heilbron, Assistant Superintendent, Human Resources
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**Memorandum of Understanding
Between OPUSD and OPTA Regarding
Retirement Incentive for the 2018-2019 School Year
Under Article 26**

Whereas the Oak Park Unified School District ("District") desires to recognize the contributions of longtime employees of the District, minimize reduction of newly hired staff and promote the cost savings that can potentially support future compensation increases, the following retirement incentive is agreed to for the 2018-2019 school year.

1. Eligibility requirement for participating in the retirement incentive:
 - a. Bargaining unit members must have attained the age of 55 by June 30, 2019.
 - b. Bargaining unit members must retire from the California Retirement System.
 - c. Bargaining unit members must have served a minimum of twelve (12) years of permanent employment with the Oak Park Unified School District.
 - d. Bargaining unit members must commit to retirement, and inform the District of their decision to retire no later than February 8, 2019.
2. Retirement Incentive for the 2018- 2019 school year:
 - a. Eligible permanent bargaining unit members may elect either a one-time cash incentive of thirty thousand dollars (\$30,000), or
 - b. A single HMO health benefits package, including vision and dental (at the District's prevailing rate for retirees), not to exceed twelve thousand dollars (\$12,000) annually, for up to five years, or until the retiree reaches his/her 65th birthday, whichever occurs first.
3. If an eligible permanent bargaining unit member selects the single HMO, vision, and dental benefits package, the amount of the premium for single health coverage (not to exceed \$12,000) will be paid by the District for up to five (5) years, or until the retiree attains the age of 65.
4. An eligible permanent bargaining unit member may elect to use the single HMO incentive as credit to either a dual or family plan (including any PPO plan offered by-the District), with any additional premium cost for such coverage being paid for by the retiree.
5. Eligible permanent part-time bargaining unit members will receive a pro-rated amount of the cash incentive, or the single HMO incentive based on their full-time equivalency percentage at the time of their retirement.

This Memorandum of Understanding will be in force until June 30, 2019, unless extended by mutual agreement between the Association and the District.

APPROVED:

OAK PARK UNIFIED SCHOOL DISTRICT

OAK PARK TEACHERS ASSOCIATION

Anthony W. Knight, Ed.D, Superintendent

Russell Peters, Association President

Leslie Heilbron, Ed.D, Negotiations Chair

Tim Roesner, Negotiations Chair

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
**SUBJECT: B.3.b. APPROVE REMEDY TO UNIFORM COMPLAINT RECEIVED
PERTAINING TO STUDENT FEES**

ACTION

ISSUE: Shall the Board approve the remedy to a Uniform Complaint received by the District pertaining to the inappropriate charging of student fees?

BACKGROUND: In July 2018, Oak Park High School received a Uniform Complaint from Sally Smith, charging that in certain specific instances during the 2017-18 school year students had been required to pay fees in violation of state law. Working with its legal counsel, District staff has investigated the assertions of the Complaint and found it to have merit. Accordingly, as required by Board Policy BP 3260, Administration has prepared the accompanying recommendation to remedy and satisfy the Uniform Complaint.

FISCAL IMPACT: Approval of the proposed remedy of the Complaint will require reimbursement of fees not included in the approved General Fund budget, and will impact the General Fund ending balance.

ALTERNATIVES:

1. In conformance with Board Policy 3260, approve the proposed remedy to satisfy the Uniform Complaint filed by Ms. Smith.
2. Do not approve the proposed remedy in response to the Complaint.

RECOMMENDATION: Alternative No. 1

Prepared by: Leslie Heilbron, Assistant Superintendent, Human Resources
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

November 2, 2018

Sally Smith

SUBJECT: Oak Park Unified Pupil Fees Complaint

Dear Sally Smith:

This letter constitutes the Oak Park Unified ("District") response to your complaint of July 21, 2018.

The District responds to your complaint as follows.

1. Musical instrument rental fees of \$100.00.

This claim was found to be legitimate. Ed Code 49011(a)(b). Although no student was denied access to the program for inability to pay, this language has been struck from all communications regarding participation in the music program. Going forward, the language will reflect that this program is free to all students. All parents who made a donation will receive a letter offering a refund for any rental fees paid in 2017-2018 and 2018-2019. Ed Code 49013(d).

2. Music fees (fairshare donations) of \$40.00-\$200.00. Complainant notes that students are tracked for their payments and that the fairshare payments and spirit packs are mandatory.

This claim was found to be legitimate. Treasurer reports from an OPIMA Board meeting were inadvertently posted on the OPIMA website in the meeting minutes. These records have been removed and will no longer be posted online. Although no student was denied access to the program for inability to pay Fair-share donations, this language has been struck from all communications regarding participation in the music program. Spirit packs are not mandatory or required for participation and any such language has been removed from all communication regarding participation in the music program. Going forward, the language will reflect that this program is free to all students. All parents who made a donation will receive a letter offering a refund for any donation made and any spirit pack purchased in 2017-2018 and 2018-2019. Ed Code 49011(c), 49013(d).

3. Choir students are required to have specific shoes. It is noted that grades are lowered if students do not procure shoes required by Ms. Cissell.

This claim was found to be legitimate. Ed Code 49011(a)(b). Upon investigation, no student's grade was ever lowered. This language has been removed from the choir syllabus. Going forward, students may wear any type of black shoe. The choir director will have black shoes available for use by any student in the choir program.

4. OPIMA improperly requires 10 mandatory service hours per semester per child.

Students participate in performance and event preparation activities as part of the class which are counted toward their participation grade. The service hours will no longer be required, therefore the log will no longer be published. Ed Code 49011(c).

5. Band students are required to purchase a \$25.00 band polo shirt.

This claim was found to be legitimate. Ed Code 49011(a) (b). Although no student was denied access to the program, this language has been struck from all communications regarding participation in the music program and going forward, students will be provided with a polo shirt. All parents who purchased a shirt in 2017-2018 and 2018-2019 will receive a letter offering a refund for any returned shirts. Ed Code 49013(d).

6. Students are required to purchase school supplies such as 3 ring binder notebooks, pencils, paper, summer AP books, calculators, highlighters, locks and lab notebooks and are required to print out handouts. Complainant notes that Ms. Bovard, Mr. Chevalier, Ms. Gorji, Ms. Schultheis and Mr. Sloan require purchases of school supplies. It is also noted that there are mandatory AP test fees and that Ms. Schultheis improperly uses the AP test scores to award students higher grades.

This claim was found to be legitimate. Ed Code 49011(a) (b). Students have been asked to provide school supplies such as notebooks, pencils, paper, calculators, etc. They have also been asked to print out handouts. However, these supplies have been provided by the school when requested by the student. Teachers have loaner graphing calculators and class sets of scientific calculators for student use. Going forward we will maintain an inventory of graphing calculators that can be checked out like a textbook for the entire school year and may be taken home. Students will no longer be required to purchase supplies. Any and all language has been removed from all teacher syllabi and online communications regarding school supplies. In the past, any student who asked for a fee-waiver to take an AP exam was granted the waiver by the school. Going forward, there will no longer be grade bumps for taking AP exams in any course at Oak Park High School and taking an AP exam will not be a course requirement. The exam results will have no impact on a pupil's grade or credit in a course. AP test fees will be waived for economically disadvantaged pupils. Ed Code 52242.

The OPUSD webpage on Student Fees has been updated <http://www.opusd.org/donationsguidelines> and a letter will be sent to all parents and staff following the November School Board meeting.

To appeal the District's Decision you must file a written appeal within 15 days of receiving the Decision to CDE at the following address:

California Department of Education
Special Education Division
Procedural Safeguards Referral Service (PSRS)
1430 N Street, Suite 2401
Sacramento, CA 95814-5901

This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.

In addition, the appeal shall be sent to CDE with:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

Sincerely,



Leslie Heilbron, Ed.D.

Assistant Superintendent - HR

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.4.a. APPROVE SELECTION OF ANNUAL ORGANIZATIONAL BOARD MEETING – DECEMBER 11, 2018

ACTION

ISSUE: Should the Board of Education select December 11, 2018 at 6:00 p.m., as the date and time for the annual organizational meeting for the Governing Board?

BACKGROUND: Pursuant to Education Code Section 35143, the Governing Board of each School District must hold its 2018 Annual Organizational Meeting between December 7 - 21, 2018 (inclusive). Within 15 days prior to the date of the Annual Organizational Meeting, districts must notify in writing all members and members-elect of the date and time selected. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected.

ALTERNATIVES: 1. Approve December 11, 2018 at 6:00 p.m. as the date and time for the annual organizational meeting of the Governing Board.
2. Approve another date and time for the annual organizational meeting of the Governing Board.

RATIONALE: This is a regularly scheduled Board Meeting that complies with the mandate of Education Code Section 35143.

FISCAL IMPACT: None

RECOMMENDATION: Alternative No. 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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.4.b. APPROVE CALIFORNIA SCHOOL BOARDS ASSOCIATION - DELEGATE ASSEMBLY NOMINATION

ACTION

ISSUE: Shall the Oak Park Unified School District Board of Education nominate members from a Board of Education holding membership within Subregion 11B of the California School Boards Association (CSBA) to be a candidate for a position on the CSBA Delegate Assembly for a period of two years, April 1, 2019 – March 31, 2021?

BACKGROUND: The Delegate Assembly is the primary policy-making body of CSBA. Delegates adopt the Association's policy platform, take positions on other critical issues that may come before it, elect the officers and directors, and adopt changes in by-laws. Delegates also serve as a two-way communications link between the board members in the region and the regional director and play an important role in fostering collegiality within their region.

The District has been notified that the deadline for nominations for candidates for California School Boards Association Delegate Assembly is January 7, 2019. Nominees must be members of CSBA member boards within the subregion or area. Voting will take place from February 1 through March 15, 2019. Election results will be published by April 1, 2019.

The terms of the following delegates for Subregion 11B expire in 2019:

Christina(Tina) Urias (Santa Paula USD)
John Walker (Ventura USD)

Since the Delegate Assembly represents the Oak Park Unified School District and its Board of Education, selection of individuals to serve on the CSBA Delegate Assembly is an important consideration. The Delegate Assembly is a politically active force influencing legislative, policy, and procedural directions for public education in California.

FISCAL IMPACT: None

ALTERNATIVES: 1. Submit a nomination for membership on the CSBA Delegate Assembly, Subregion 11B.
2. Submit no nomination for membership on the CSBA Delegate Assembly.

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

October 26, 2018

MEMORANDUM

To: CSBA Member Boards
From: Mike Walsh, CSBA President
Re: Call for Nominations to CSBA's Delegate Assembly

DEADLINE: Monday, January 7, 2019

IF NOMINATING, BOARD ACTION REQUIRED

Please deliver to all governing board members. See envelope label for Region/Subregion number or visit <https://www.csba.org/About/Leadership/CSBARegions>

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the Association promotes the interests of California's school districts and county offices of education.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Monday, January 7, 2019**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- A member board may nominate as many individuals as it chooses, but only one nomination form per nominee.
- All nominees must serve on a CSBA member boards and must give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form.
- An optional one-page, one-sided résumé may also be submitted, but cannot be substituted for the biographical sketch form.
- It is the nominee's responsibility to confirm that all nomination materials have been received deadline. Late submissions will not be accepted.
- The nomination form, candidate biographical sketch form, and optional resume may be returned by Monday, January 7, 2019, via the following methods. Please choose only one method:
 - E-mail to nominations@csba.org by 11:59 p.m.
 - Fax to (916) 371-3407 by 11:59 p.m.
 - Postmarked by U.S.P.S. no later than January 7, 2019.

Elected Delegates serve a two-year term beginning April 1, 2019 through March 31, 2021. There are two required Delegate Assembly meetings each year. In 2019, the dates are May 18-19 in Sacramento and December 4-5 in San Diego. *District eligible to appoint a member of their board to the Delegate Assembly will receive a separate communication from CSBA.* However, districts that appoint may also nominate board members to run for the Delegate Assembly.

The nomination form and current list of CSBA Delegates with their expiration terms are attached. Terms that end in 2019 are up for election. All materials related to the nomination process for elected Delegates are available to download at www.csba.org/ElectionToDA. For more information, please contact the Executive Office at (800) 266-3382. Thank you.

Enclosures: Nomination Form, Candidate Biographical Sketch Form, Delegate Assembly Roster

S:\EO\Nominations & Elections\DA\For 2019 elections\Nominations\nominations memo.docx



2019 Delegate Assembly Nomination Form

DUE Monday, January 7, 2019

E-mail to nominations@csba.org or, fax (916) 371-3704 or, Mail to: CSBA Exec. Office | 3251 Beacon Bl., W. Sacramento, 95691.

CSBA Region/subregion # _____

The Board of Education of the _____ voted to
(Nominating District)
nominate _____ The nominee is a member of the
(Nominee)
_____, which is a member of the California
(Nominee's Board)
School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted.
- ☐ The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted, will be sent by Monday, January 7, 2019.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: This nomination form and nominee's candidate biographical sketch form are both due Monday, January 7, 2019. They may be emailed to nominations@csba.org, or faxed to (916) 371-3407 by 11:59 p.m., or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Monday, January 7, 2019**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.*** Please contact CSBA's Executive Office (800) 266-3382, should you have any questions. Thank you.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ **Date:** _____

Name: _____ CSBA Region & subregion #: _____

District or COE: _____ Years on board: _____

Profession: _____ Contact Number (please V ☐ Cell ☐ Home ☐ Bus.): _____

*Primary E-mail: _____

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☐ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.



**DELEGATE ASSEMBLY with 2019 & 2020 terms. Only 2019
seats are up for election | ♦ = District appointment**

REGION 1 – 4 Delegates (4 elected)

Director: Jennifer Owen (Fort Bragg USD)

Subregion 1-A (Del Norte, Humboldt)

Donald McArthur (Del Norte County USD), 2019

Lisa Ollivier (Eureka City SD), 2020

Subregion 1-B (Lake, Mendocino)

Sandy Tucker (Middletown USD), 2020

Region 1 County:

David Browning (Lake COE), 2019

REGION 2 – 4 Delegates (4 elected)

Director: Sherry Crawford (Siskiyou COE)

Subregion 2-A (Modoc, Siskiyou, Trinity)

Gregg Gunkel (Siskiyou Union HSD), 2019

Subregion 2-B (Shasta)

Teri Vigil (Fall River Joint USD), 2019

Subregion 2-C (Lassen, Plumas)

Dwight Pierson (Plumas County & USD), 2020

Region 2 County:

Brenda Duchi (Siskiyou COE), 2020

REGION 3 – 8 Delegates (8 elected)

Director: A.C. (Tony) Ubalde (Vallejo City USD)

Subregion 3-A (Sonoma)

Ron Kristof (Santa Rosa City Schools), 2019

Jeremy Brott (Bennett Valley Union SD), 2020

Subregion 3-B (Napa)

Indira Lopez (Calistoga Joint USD), 2019

Subregion 3-C (Solano)

Diane Ferrucci (Benicia USD), 2019

David Isom (Fairfield-Suisun USD), 2019

Michael Kitzes (Vacaville USD), 2020

Subregion 3-D (Marin)

Barbara Owens, (Tamalpais Union HSD) 2020

Region 3 County

Herman Hernandez (Sonoma COE), 2019

REGION 4 – 8 Delegates (8 elected)

Director: Paige Stauss (Roseville Joint Union HSD)

Subregion 4-A (Glenn, Tehama)

Rod Thompson (Red Bluff Jt. Union HSD), 2020

Subregion 4-B (Butte)

Judith Peters (Paradise USD), 2019

Subregion 4-C (Colusa, Sutter, Yuba)

Jim Flurry (Marysville Joint USD), 2020

Silvia Vaca (Williams USD), 2019

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), 2019

Linda Campbell (Nevada Joint Union HSD), 2019

Renee Nash (Eureka Union SD), 2020

Region 4 County

June McJunkin (Sutter COE), 2020

REGION 5 – 10 Delegates (7 elected/3 appointed ♦)

Director: Alisa MacAvoy (Redwood City ESD)

Subregion 5-A (San Francisco)

Emily Murase (San Francisco County USD) ♦, 2019

Rachel Norton (San Francisco County USD) ♦, 2019

Vacant (San Francisco County USD) ♦, 2020

Subregion 5-B (San Mateo)

Davina Drabkin (Burlingame ESD), 2019

Carrie Du Bois (Sequoia Union HSD), 2019

Amy Koo (Belmont-Redwood Shores SD), 2020

Clayton Koo, (Jefferson ESD), 2020

Kevin Martinez (San Bruno Park ESD), 2019

Kalimah Salahuddin (Jefferson Union HSD), 2020

Region 5 County

Beverly Gerard (San Mateo COE), 2019

REGION 6 – 19 Delegates (12 elected/7 appointed ♦)

Director: Darrel Woo (Sacramento City USD)

Subregion 6-A (Yolo)

Jackie Wong (Washington USD), 2020

Subregion 6-B (Sacramento)

Michael A. Baker (Twin Rivers USD) ♦, 2019

Pam Costa (San Juan USD) ♦, 2019

Craig DeLuz (Robla ESD), 2020

John Gordon (Galt Joint Union ESD), 2019

Jay Hansen (Sacramento City USD) ♦, 2019

Susan Heredia (Natomas USD), 2019

Lisa Kaplan (Natomas USD), 2019

Ramona Landeros (Twin Rivers USD), 2020

Crystal Martinez-Alire (Elk Grove USD) ♦, 2019

Mike McKibbin (San Juan USD) ♦, 2020

Christina Pritchett (Sacramento City USD) ♦, 2020

JoAnne Reinking (Folsom-Cordova USD), 2020

Rebecca Sandoval (Twin Rivers USD), 2019

Edward (Ed) Short (Folsom-Cordova USD), 2019

Bobbie Singh-Allen (Elk Grove USD) ♦, 2020

Subregion 6-C (Alpine, El Dorado, Mono)

Misty diVittorio (Placerville Union ESD), 2020

Suzanna George (Rescue Union ESD), 2019

Region 6 County

Shelton Yip (Yolo COE), 2020

REGION 7 – 20 Delegates (15 elected/5 appointed ♦)

Director: Yolanda Peña Mendrek (Liberty Union HSD)

Subregion 7-A (Contra Costa)

Elizabeth (Liz) Bettis (Walnut Creek ESD), 2019

Elizabeth Block (West Contra Costa USD) ♦, 2020

Laura Canciamilla (Pittsburg USD), 2020

Madeline Kronenberg (West Contra Costa USD), 2020

Linda K. Mayo (Mt. Diablo USD) ♦, 2019

Marina Ramos (John Swett USD), 2019

Richard Severy (Moraga ESD), 2019

Raymond Valverde (Liberty Union HSD), 2020

REVISED Delegate Assembly List as of 10-23-18

Subregion 7-B (Alameda)

Valerie Arkin (Pleasanton USD), 2020
Ann Crosbie (Fremont USD)◇, 2019
Beatriz Leyva-Cutler (Berkeley USD), 2019
Jody London (Oakland USD)◇, 2019
William McGee (Hayward USD), 2019
Amy Miller (Dublin USD), 2020
Diana J. Prola (San Leandro USD), 2019
Nina Senn (Oakland USD)◇, 2020
Nancy Thomas (Newark USD), 2019
Annette Walker (Hayward USD), 2020
Anne White (Livermore Valley Joint USD), 2020

Region 7 County

Fatima Alleyne (Contra Costa COE), 2019

REGION 8 – 14 Delegates (12 elected/2 appointed)◇

Director: Matthew Balzarini (Lammersville Joint USD)

Subregion 8-A (San Joaquin)

Kathleen Garcia (Stockton USD)◇, 2019
Kathy Howe (Manteca USD), 2020
George Neely (Lodi USD), 2019
Christopher (Kit) Oase (Ripon USD), 2019
Angela Phillips (Stockton USD)◇, 2020
Stephen J. Schluer (Manteca USD), 2020
Jenny Van De Pol (Lincoln USD), 2020

Subregion 8-B (Amador, Calaveras, Tuolumne)

Zerrall McDaniel (Calaveras USD), 2019

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD), 2020
Cynthia (Cindi) Lindsey (Sylvan Union ESD), 2019
Paul Wallace (Neman-Crows Landing USD), 2019

Subregion 8-D (Merced)

Adam Cox (Merced City ESD), 2019
John Medearis (Merced Union HSD), 2020

Region 8 County

Juliana Feriani (Tuolumne COE), 2020

REGION 9 – 8 Delegates (8 elected)

Director: Tami Gunther (Atascadero USD)

Subregion 9-A (San Benito, Santa Cruz)

Phil Rodriguez (Soquel Union ESD), 2020
Deborah Tracy-Proulx (Santa Cruz City Schools), 2020
George Wylie (San Lorenzo Valley USD), 2019

Subregion 9-B (Monterey)

Lila Cann (Salinas Union HSD), 2019
Rita Patel (Carmel USD), 2020

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), 2020
Vicki Meagher (Lucia Mar USD), 2019

Region 9 County

Janet Wohlgemuth (Monterey COE), 2019

REGION 10 – 15 Delegates (11 elected/4 appointed)◇

Director: Susan Markarian (Pacific Union ESD)

Subregion10-A (Madera, Mariposa)

Barbara Bigelow (Chawanakee USD), 2019

Subregion10-B (Fresno)

Daniel Babshoff (Kerman USD), 2019
Connie Brooks (Kings Canyon Joint USD), 2020
Darrell Carter (Washington USD), 2020
Gilbert Coelho (Firebaugh-Las Deltas USD), 2020
Valerie Davis (Fresno USD)◇, 2019
Brian Heryford (Clovis USD)◇, 2019
William (Bill) Johnson (Clay ESD), 2019
Marcy Masumoto (Sanger USD), 2019
Carol Mills (Fresno USD)◇, 2020
Elizabeth (Betsy) Sandoval (Clovis USD)◇, 2020
Norman Saude (Sierra USD), 2020
Kathy Spate (Caruthers USD), 2019

Subregion10-C (Kings)

Teresa Carlos-Contreras (Kings River-Hardwick Union ESD), 2020

Region 10 County

Sara Wilkins (Madera COE), 2020

REGION 11 – 9 Delegates (9 elected)

Director: Suzanne Kitchens (Pleasant Valley SD)

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), 2020
Luz Reyes-Martin (Goleta Union SD), 2019

Subregion 11-B (Ventura County and Las Virgenes USD)

William Daniels (Simi Valley USD), 2020
Vianey Lopez (Hueneme ESD), 2020
Veronica Robles-Solis (Oxnard SD), 2020
Kelsey Stewart (Santa Paula USD), 2020
Christina (Tina) Urias (Santa Paula USD), 2019
John Walker (Ventura USD), 2019

Region 11 County

Mark Lisagor (Ventura COE), 2019

REGION 12 – 14 Delegates (11 elected/3 appointed)◇

Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)

Peter Lara, Jr. (Porterville USD), 2020
Cathy Mederos (Tulare Joint Union HSD), 2019
Dean Sutton (Exeter USD), 2019
Lucia Vazquez (Visalia USD), 2020

Subregion 12-B (Kern)

Pamela (Pam) Baugher (Bakersfield City SD), 2019
Jeff Flores (Kern Union HSD)◇, 2019
Pamela Jacobsen (Standard SD), 2020
Tim Johnson (Sierra Sands USD), 2019
Phillip Peters (Kern Union HSD)◇, 2020
Geri Rivera (Arvin Union SD), 2019
Gaby Schmidt (Lakeside Union ESD), 2020
Lillian Tafoya (Bakersfield City SD)◇, 2020
Keith Wolaridge (Panama-Buena Vista Union SD), 2019

Region 12 County

Donald P. Cowan (Kern COE), 2020

REGION 15 – 26 Delegates (18 elected/8 appointed)◇

Director: Meg Cutuli (Los Alamitos USD)

County: Orange

Alfonso Alvarez (Santa Ana USD)◇, 2019

REVISED Delegate Assembly List as of 10-23-18

Dana Black (Newport-Mesa USD), 2020
Lauren Brooks (Irvine USD), 2020
Carrie Buck (Placentia-Yorba Linda USD), 2019
Bonnie Castrey (Huntington Beach Union HSD), 2019
Jeff Cole (Anaheim ESD), 2019
Ian Collins (Fountain Valley ESD), 2019
Lynn Davis (Tustin USD), 2020
Karin Freeman (Placentia-Yorba Linda USD), 2019
Ira Glasky (Irvine USD) ♦, 2020
Patricia Holloway (Capistrano USD) ♦, 2019
Al Jabbar (Anaheim Un. HSD), 2019
Candice (Candi) Kern (Cypress ESD), 2020
Martha McNicholas (Capistrano USD) ♦, 2020
Lan Nguyen (Garden Grove USD) ♦, 2020
John Palacio (Santa Ana USD) ♦, 2020
Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2020
Teri Rocco (Garden Grove USD) ♦, 2019
Rosemary Saylor (Huntington Beach City ESD), 2020
Francine Scinto (Tustin USD), 2020
Michael Simons (Huntington Beach Union HSD), 2020
Robert A. Singer (Fullerton Joint Union HSD), 2019
Suzie R. Swartz (Saddleback Valley USD), 2019
Sharon Wallin (Irvine USD), 2020
Dolores Winchell (Saddleback Valley USD), 2019
Region 15 County
John (Jack) Bedell (Orange COE), 2019 ♦

REGION 16 – 20 Delegates (15 elected/5 appointed) ♦
Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2019

Subregion 16-B (San Bernardino)

Christina Cameron-Otero (Needles USD), 2020
Tom Courtney (Lucerne Valley USD), 2019
Barbara J. Dew (Victor Valley Union HSD), 2020
Gwen Dowdy-Rodgers (San Bernardino City USD) ♦, 2019
Barbara Flores (San Bernardino City USD) ♦, 2020
Peter Garcia (Fontana USD) ♦, 2019
Cindy Gardner (Rim of the World USD), 2020
Margaret Hill (San Bernardino City USD), 2019
Shari Megaw (Chaffey Joint Union HSD), 2019
Jim O'Neill, (Redlands USD), 2020
Sylvia Orozco (Chino Valley USD) ♦, 2019
Caryn Payzant (Alta Loma ESD), 2020
Barbara Schneider (Helendale SD), 2020
Matt Slowik (Fontana USD) ♦, 2020
Wilson So (Apple Valley USD), 2019
Mark Sumpter (San Bernardino COE), 2020
Eric Swanson (Hesperia USD), 2019
Kathy A. Thompson (Central ESD), 2019
Donna West (Redlands USD), 2020

Region 16 County

Laura A. Mancha (San Bernardino COE), 2020

REGION 17 – 24 Delegates (18 elected/6 appointed) ♦
Director: Katie Dexter (Lemon Grove SD)

County: San Diego

Elvia Aguilar (South Bay Union SD), 2020

REVISED Delegate Assembly List as of 10-23-18

Barbara Avalos (National SD), 2020
Richard Barrera, (San Diego USD) ♦, 2019
Blanca Brown, (Lemon Grove SD), 2019
Leslie Ray Bunker (Chula Vista ESD), 2019
Brian Clapper (National SD), 2020
Eleanor Evans (Oceanside USD), 2020
Al Guerra (Alpine Union SD), 2019
Beth Hergesheimer (San Dieguito Union HSD), 2019
Laurie Humphrey (Chula Vista ESD), 2020
Claudine Jones (Carlsbad USD), 2020
Michael McQuary (San Diego USD) ♦, 2020
Tamara Otero (Cajon Valley Union SD), 2019
Dawn Perfect (Ramona USD), 2019
Barbara Ryan (Santee SD), 2019
Elva Salinas (Grossmont Union HSD), 2020
Debra Schade (Solana Beach ESD), 2020
Nicholas Segura (Sweetwater Union HSD) ♦, 2020
Charles Sellers (Poway USD) ♦, 2019

Arturo Solis (Sweetwater Union HSD) ♦, 2019
Marla Strich (Encinitas Union ESD), 2020
Cipriano Vargas, (Vista USD), 2020
Sharon Whitehurst-Payne (San Diego USD) ♦, 2019
Region 17 County
Guadalupe Gonzalez (San Diego COE), 2019 ♦

REGION 18 – 21 Delegates (16 elected/5 appointed) ♦
Director: Wendy Jonathan (Desert Sands USD)

Subregion 18-A (Riverside)

Alfredo Andrade (Banning USD), 2019
Kenneth Dickson (Murrieta Valley USD), 2019
Robert Garcia (Jurupa USD), 2019
Madonna Gerrell (Palm Springs USD), 2019
Blanca T. Hall (Coachella Valley USD), 2020
Tom Hunt (Riverside USD) ♦, 2019
Cleveland (CJ) Johnson (Moreno Valley USD) ♦, 2019
Marla Kirkland (Val Verde USD), 2020
Susie Lara (Beaumont USD), 2020
Patricia Lock-Dawson (Riverside USD) ♦, 2020
David Nelissen (Perris Union HSD), 2020
Bill Newberry (Corona-Norco USD) ♦, 2020
Kristi Rutz-Robbins (Temecula Valley USD), 2019
Victor Scavarda (Hemet USD), 2020
Susan (Sue) Scott (Lake Elsinore USD), 2020
Mary Helen Ybarra (Corona-Norco USD) ♦, 2019
Vacant, 2019

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD), 2019
Diahna Garcia-Ruiz (Heber ESD), 2019
Gloria Santillan (Brawley ESD), 2020
County: Wendel W. Tucker (Riverside COE), 2020

REGION 20 – 12 Delegates (11 elected/1 appointed) ♦
Director: Albert Gonzalez (Santa Clara USD)

County: Santa Clara

Frank Biehl (East Side Union HSD), 2020
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2020
Danielle Cohen (Campbell Union SD), 2019

Pamela Foley (San Jose USD)◇, 2019
Bonnie Mace (Evergreen ESD), 2019
Joe Mitchner (Mountain View-Los Altos Un. HSD), 2020
Jodi Muirhead, (Santa Clara USD), 2020
Reid Myers (Sunnyvale SD), 2019
Andres Quintero (Alum Rock Union ESD), 2019
George Sanchez (Franklin-McKinley ESD), 2019
Vacant, 2019
County: Rosemary Kamei (Santa Clara COE), 2020

REGION 21 – 7 Delegates (0 elected/ 7 appointed ◇)
Director: Kelly Gonez (Los Angeles USD)◇, 2022

County: Los Angeles

Monica Garcia (Los Angeles USD)◇, 2021
George McKenna (Los Angeles USD)◇, 2020
Nick Melvoin (Los Angeles USD)◇, 2022
Ref Rodriguez (Los Angeles USD)◇, 2020
Scott Schmerelson (Los Angeles USD)◇, 2020
Richard Vladovic (Los Angeles USD)◇, 2020

Region 18 County

Douglas Boyd (Los Angeles COE)◇, 2020

REGION 22 – 6 Delegates (6 elected)

Director: Keith Giles (Lancaster ESD)

Los Angeles County: North Los Angeles

John Curiel (Westside Union ESD), 2019
Steven DeMarzio (Westside Union ESD), 2020
Stacy Dobbs (Castaic Union SD), 2020
R. Michael Dutton (Antelope Valley Union HSD), 2019
Nancy Smith (Palmdale ESD), 2020
Steven M. Sturgeon (William S. Hart Union HSD), 2019

REGION 23 – 15 Delegates (13 elected/2 Appointed ◇)

Director: Helen Hall (Walnut Valley USD)

Los Angeles County: San Gabriel Valley & East Los Angeles

Subregion 23-A

Suzie Abajian (South Pasadena USD), 2019
Adele Andrade-Stadler (Alhambra USD), 2019
Kimberly Kenne (Pasadena USD), 2020
Gregory Krikorian (Glendale USD), 2020
Gary Scott (San Gabriel USD), 2020

Subregion 23-B

Jessica Ancona (El Monte City SD), 2019
Anthony Duarte (Hacienda La Puente USD), 2020
Gino (J.D.) Kwok (Hacienda La Puente USD)◇, 2020
Larry Redinger (Walnut Valley USD), 2019

Subregion 23-C

Cory Ellenson (Glendora USD), 2020
Steven Llanusa (Claremont USD), 2020
Christina Lucero (Baldwin Park USD), 2019
Eileen Miranda Jimenez (West Covina USD), 2019
Roberta Perlman (Pomona USD)◇, 2019
Paul Solano (Bassett USD), 2020

REGION 24 – 16 Delegates (14 elected/2 Appointed ◇)

Director: Donald E. LaPlante (Downey USD)

Los Angeles County: Southwest Crescent

Darryl Adams (Norwalk-La Mirada USD), 2019
Leighton Anderson (Whittier Union HSD), 2020
Jan Baird (South Whittier ESD), 2019
Maggie Bove-LaMonica (Hermosa Beach City ESD), 2020
Diana Craighead (Long Beach USD)◇, 2020
Paul Gardiner (East Whittier City ESD), 2020
Vivian Hansen (Paramount USD), 2019
Megan Kerr (Long Beach USD)◇, 2019
Eugene Krank (Hawthorne SD), 2020
Jose Lara (El Rancho USD), 2019
Sylvia V. Macias (South Whittier ESD), 2020
Karen Morrison (Norwalk-La Mirada USD), 2020
Ann M. Phillips (Lawndale ESD), 2020
Jesse Urquidi, (Norwalk-LaMirada USD), 2020
Ana Valencia (Norwalk-La Mirada USD), 2019
Satra Zurita, (Compton USD), 2019

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: B.5.a. APPROVE AMENDMENT TO BOARD POLICY 1100
COMMUNICATION WITH THE PUBLIC - First Reading

ACTION

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 1100 – Communication with the Public?

BACKGROUND: Board Policy 1100 is being updated to add definition of the types of mass mailings that cannot be sent at district expense and to reflect law which prohibits certain mass mailings, which are otherwise permissible, from being sent within 60 days preceding an election. Policy also deletes references to repealed Title 2 regulation (Register 2018, No. 12). Board Policy 1100 is being submitted with recommended changes from CSBA.

ALTERNATIVES: 1. Approve amendment of Board Policy 1100 – Communication with the Public
2. Do not approve amendment of Board Policy 1100 – Communication with the Public

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1100(a)

Communication with the Public

The Governing Board recognizes the district's responsibility to keep the public informed regarding the goals, programs, achievements and needs of the schools and district and to be responsive to the concerns and interests of the community. The Superintendent or designee shall establish strategies for effective two-way communications between the district and the public and shall consult with the Board regarding the role of Board members as advocates for the district's students, programs, and policies.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 9000 - Role of the Board)

The Superintendent or designee shall provide the Board and staff with communications protocols and procedures to assist the district in presenting a consistent, unified message on district issues. Such protocols and procedures may include, but are not limited to, identification of the spokesperson(s) authorized to speak to the media on behalf of the district, strategies for coordinating communications efforts and activities, and legal requirements pertaining to confidentiality as well as the public's right to access records.

(cf. 1112 - Media Relations)
(cf. 1340 - Access to District Records)
(cf. 2111 - Superintendent Governance Standards)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 9005 - Governance Standards)
(cf. 9010 - Public Statements)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Superintendent or designee shall utilize a variety of ~~communications~~ methods ~~in order~~ to provide ~~information~~ to the public ~~with and~~ access to information. Such methods may include, but ~~are~~ not ~~be~~ limited to, district and school newsletters, web sites, social ~~networking pages or other online-~~ ~~communications technologies, direct email~~ media, electronic communications, mailings, notices sent home with students, recorded telephone messages for parent/guardian information, community forums and public events, news releases, meetings with education reporters and editorial boards, presentations at parent organization meetings, and meetings with representatives of local governments, community organizations, and businesses.

(cf. 0510 - School Accountability Report Card)
~~*(cf. 1020 - Youth Services)*~~
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1100(b)

In developing communications strategies, the Superintendent or designee shall take into account the needs of all members of the public, including individuals with disabilities and those whose primary language is not English.

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

The Superintendent or designee ~~shall ensure that staff are responsive~~ may provide staff members with professional development to assist them in effectively responding to requests for information or assistance by parents/guardians or members of the public. ~~for information or assistance and may provide staff with professional development in their "customer service" role as needed.~~

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

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide multiple avenues and opportunities for members of the public to give input on district and school issues and operations. Community members are encouraged to become involved in school activities, participate on district and school committees, provide input at Board meetings, submit suggestions to district staff, and use the district's complaint procedures as appropriate.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1230 - School-Connected Organizations)

(cf. 1240 - Volunteer Assistance)

(cf. 1250 - Visitors/Outsiders)

(cf. 1260 - Educational Foundation)

(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. 3555 - Nutrition Program Compliance)

(cf. 6020 - Parent Involvement)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

~~Prohibition Against~~ Mass Mailings at Public Expense

~~No newsletter or other mass mailing, as defined in Government Code 82041.5 and 2 CCR 18901, shall be sent by the district at public expense if such material aggrandizes one or more Board members. The name, signature, or photograph of a Board member may be included in such materials only as permitted by 2 CCR 18901. (Government Code 82041.5, 89001; 2 CCR 18901)~~

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1100(c)

~~Any~~ Newsletters or mass mailings regarding ballot measures, candidates, legislative activities, or any other campaign activities shall be sent and distributed in accordance with law and Board policy.

(cf. 1160 - Political Processes)

A mass mailing is prohibited if all of the following criteria are met: (Government Code 89001-89002)

1. The mailing involves sending a tangible item, such as a videotape, record, button, or written document, which is delivered by any means to recipients at their residence, place of employment or business, or post office box.
2. The item features a Board member or includes the name, office, photograph, or other reference to a Board member and is prepared or sent in cooperation, consultation, coordination, or concert with the Board member.
3. The costs of distribution, or any costs of design, production, and printing exceeding \$50, are paid with district funds.
4. More than 200 substantially similar items, as defined in Government Code 89002, are sent in a single calendar month.

The above prohibition does not apply to the types of mass mailings specified in Government Code 89002(b), including, but not limited to: (Government Code 89002)

1. An item in which the Board member's name appears only in a roster containing the names of all Board members or in the letterhead or logotype of the stationery, forms, and envelopes of the district, a district committee, or the Board member
2. An announcement including only a single mention of the Board member's name which concerns a public meeting related to the Board member's duties or any official district event(s) for which the district is providing the use of its facilities, staff, or other financial support
3. A business card that contains only one mention of the Board member's name and no photograph of the Board member

However, any of the excepted mailings listed in items #1-3 above that meets the criteria for prohibited mass mailings shall not be sent within 60 days preceding an election in which a Board member to whom the mailing relates will appear on the ballot as a candidate. (Government Code 89003)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1100(d)

Comprehensive Communications Plan

The ~~Governance Team~~ Superintendent or designee shall ~~approve~~develop a written communications plan which establishes priorities for proactive community outreach to build support for district programs and issues. The plan shall identify specific communications goals aligned with the district's vision and goals for student learning. For each communications goal, the plan shall identify key messages, individuals or groups that can help the district achieve its goal, strategies tailored to each target audience, timelines, persons responsible for each activity, and budget implications.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

As appropriate for each issue, target audiences may include parents/guardians, the media, local governmental agencies, businesses, community organizations and civic groups, postsecondary institutions, health care professionals, child care providers, community leaders, state or federal legislators or agencies, and/or other segments of the public.

The plan shall incorporate strategies for effective communications during a crisis or other emergency situation that may arise.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall periodically evaluate the implementation and effectiveness of the district's communications plan and recommend to the Board whether the goals and key issues identified in the plan need to be revised to meet ~~the~~ changing circumstances or priorities.

Legal Reference:

EDUCATION CODE

7054 Use of district property or funds re: ballot measures and candidates

35145.5 Board meetings, public participation

35172 Promotional activities

38130-38138 Civic Center Act

48980-48985 Parental notifications

GOVERNMENT CODE

54957.5 Meeting agendas and materials

82041.5 Mass mailing

89001-89003 Newsletter or mass mailing

CODE OF REGULATIONS, TITLE 2

~~18901 Mass mailings sent at public expense~~

18901.1 Campaign-related mailings sent at public expense

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

Management Resources:

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1100(e)

WEB SITES

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

California School Public Relations Association: <http://www.calspra.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Adopted: 5-28-80

Amended: 10-4-83, 11-13-90, 9-17-02, 10-21-03, 9-16-08, 8-17-11, [11-13-18](#)

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.5.b. APPROVE AMENDMENT TO BOARD POLICY 3290 – GIFTS, GRANTS, AND BEQUESTS - First Reading

ACTION

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy 3290 – Gifts, Grants, and Bequests?

BACKGROUND: Board Policy 3290 is being updated to add new section on "Online Fundraising" addressing considerations for approving a crowdfunding Internet platform to raise funds for district, school, or classroom projects or equipment. Policy also adds a prohibition against accepting any gift, grant, or bequest that promotes the use of non-nutritious foods or beverages and provides that any advertising used by a corporate sponsor meet the standards specified in BP 1325 - Advertising and Promotion. Board Policy 3290 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve amendment of Board Policy 3290 – Gifts, Grants, and Bequests
2. Do not approve amendment of Board Policy 3290 – Gifts, Grants, and Bequests

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-instructional Operations

BP 3290(a)

Gifts, Grants and Bequests

The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, ~~private agency or~~ organization, ~~foundation, or other~~ public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

~~(cf. 0100 - Philosophy)~~

(cf. 0200 - Goals for the School District)

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

(cf. 0415 - Equity)

(cf. 1260 - Educational Foundation)

(cf. 9270 - Conflict of Interest)

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

In addition, the Board shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted.
2. Entails undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol ~~or the violation of any law or district policy~~

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

4. Advertise or endorse the use of non-nutritious food or beverages during the school day

(cf. 5030 - Student Wellness)

5. Encourage or enable the violation of any law or district policy

- 1-6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

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Business and Non-instructional Operations

BP 3290(b)

(cf. 1325 - Advertising and Promotion)

~~4.—Conflict with the District mission, vision, policy or moral imperatives and goals.~~

~~5.—Involve a conflict of interest~~

Any gift of books ~~and~~ or instructional materials ~~shall~~ may only be accepted ~~only~~ if they meet ~~regular~~ district criteria for selection of instructional materials.

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

(cf. 6161.11 - Supplementary Instructional Materials)

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school-, classroom, or teacher. At the Superintendent or designee's discretion, a gift may be used at a particular school- or classroom.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-~~410031~~41031)

(cf. 3430 - Investing)

~~The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.~~

(cf. 3440—Inventories)

(cf. 3460—Financial Reports and Accountability)

Appreciation

~~The Board may show appreciation for any donation to the district in any manner it deems appropriate as long as it does not create a conflict of interest. Conferment of any such honor shall be in accordance with applicable Board policy.~~

(cf. 1150—Commendations and Awards)

(cf. 7310—Naming of Facility)

Corporate Sponsorship

~~The District or school connected organization~~ The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

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(cf. 1113 - District and School Web Sites)

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

(cf. 3312 - Contracts)

(cf. 6145.2 - Athletic Competition)

Every sponsorship agreement shall be in writing and shall be approved by the Board. The District requires Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications. ~~No message, image, or other depiction that promotes the use of obscene language, pornography, alcohol, tobacco, or prohibited drugs or that advocates unlawful discrimination, use of violence, or the violation of law or district policy shall be allowed.~~ in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed.
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services.
- ~~1.3.~~ 3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information. ~~The sponsor's use of such information shall require and the requirement that the sponsor obtain prior approval of the Board before using such information~~
4. The prohibition against the collection or distribution of students' personal information except as allowed by law
- ~~2.5.~~ 5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity.
- ~~3. The prohibition against the collection of students' personal information except as allowed by law or Board Policy.~~

(cf. 5022 -- Student and Family Privacy Rights)

(cf. 5125 -- Student Records)

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a

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crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 - Commendations and Awards)

(cf. 7310 - Naming of Facility)

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Management Resources:

WEB SITES

California Consortium of Education Foundations: <http://www.cceflink.org>

Adopted: 1-11-78

Amended: 2-7-84; 3-18-86; 5-2-89; 9-17-02, 12-16-03, 5-18-04, 3-20-12, 11-13-18

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

**SUBJECT: B.5.c. APPROVE AMENDMENT TO BOARD POLICY AND
ADMINISTRATIVE REGULATION 3516 – EMERGENCIES AND
DISASTER PREPAREDNESS PLAN - First Reading**

ACTION

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation 3516 – Emergencies and Disaster Preparedness Plan?

BACKGROUND: Board Policy 3516 expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency. Board Policy 3516 is being submitted with recommended changes from CSBA.

ALTERNATIVES:

1. Approve amendment of Board Policy 3516 – Emergencies and Disaster Preparedness Plan
2. Do not approve amendment of Board Policy 3516 – Emergencies and Disaster Preparedness Plan

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

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Business and Non-Instructional Operations

BP 3516(a)

Emergencies And Disaster Preparedness Plan

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies contains routine and disasters emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and which adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be included in incorporated into the district's comprehensive school safety plan. (Education Code 32282)

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

~~In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.~~

~~The Superintendent or designee~~In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

The plan shall use comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Command Management System when updating district.

The Superintendent or designee shall provide training to employees regarding their

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Business and Non-Instructional Operations

BP 3516(b)

responsibilities, including periodic drills and ~~site-level emergency~~ exercises to test and ~~disaster-preparedness plans~~ refine staff's responsiveness in the event of an emergency.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services ~~they~~the district may deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

~~School~~District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Legal Reference:

EDUCATION CODE

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

CIVIL CODE

1714.5 Release from liability for disaster service workers and shelters

GOVERNMENT CODE

3100-3109 Public employees as disaster service workers; oath or affirmation

8607 ~~Standard~~Standardized emergency management system

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath or affirmation

CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system ~~-Regulations~~

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

~~CSBA~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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BP 3516(c)

~~Avian Influenza, Governance and Policy Services Fact Sheet, April 2006~~

~~911! A Manual for Schools and the Media During a Campus Crisis, 2001~~

~~CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS~~

~~Pandemic Influenza Planning Checklist, 2006~~

~~Crisis Response Box, 2000~~

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

Active Shooter Awareness Guidance, February 2018

State of California Emergency Plan, 2017

School Emergency Response: Using SEMS at Districts and Sites, June 1998

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

National Incident Management System, 3rd ed., October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

~~Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003~~

Guide for Developing High-Quality School Emergency Operations Plans, 2013

WEB SITES

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

American Red Cross: <http://www.redcross.org>

California Attorney General's Office: <http://oag.ca.gov>

California Department of Education, Crisis Preparedness: <http://www.cde.ca.gov/ls/ss/cp>

California Governor's Office of Emergency Services: <http://www.oes.ca.gov> <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

~~Contra Costa County Office of Education, Pandemic influenza resources:~~

~~http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit~~

Federal Emergency Management Agency: <http://www.fema.gov>

U.S. Department of Education, Emergency Planning:

http://www2.ed.gov/admins/lead/safety/emergencyplan_crisisplanning.html

U.S. Department of Homeland Security: <http://www.dhs.gov>

Adopted: 9-17-02

Amended: 2-17-04, 2-15-05, 10-17-06, 11-13-18

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Business and Non-Instructional Operations

AR 3516(a)

Emergencies And Disaster Preparedness Plan

Components of the Plan

The Superintendent or designee shall ensure that district and/or school site ~~procedures~~plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

(cf. 3516.1 - Fire Drills and Fires)

2. Earthquake, flood, or other natural disasters

(cf. 3516.3 - Earthquake Emergency Procedure System)

3. Environmental hazards, such as leakages or spills of hazardous materials

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

4. Attack ~~of~~for disturbance, or threat of attack or disturbance, by an individual or group

~~(cf. 3515 - Campus Security)~~

(cf. 3515.2 - Disruptions)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.4 - ~~Campus~~ - Student Disturbances)

5. Bomb threat or actual detonation

(cf. 3516.2 - Bomb Threats)

6. Biological, radiological, chemical ~~or~~, and other ~~terrorist~~ activities, or heightened warning of such activities

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

(cf. 5141.22 - Infectious Diseases)

The Superintendent or designee shall ~~also~~ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment ~~and~~, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities

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(cf. 3513.3 - District Police/Security Department)

(cf. 3515 - Campus Security)

(cf. 3517 - Facilities Inspection)

(cf. 3530 - Risk Management/Insurance)

2. Instruction ~~and practice~~ for ~~district staff and~~ students ~~and employees~~ regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during ~~the~~an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at ~~least~~least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:
 - a. Identification of areas of responsibility for ~~the~~ supervision of students
 - b. Procedures for ~~the~~ evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for ~~the~~ release of students, including a procedure to release students when reference to the emergency card is not feasible

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AR 3516(c)

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

(cf. 3543 - Transportation Safety and Emergencies)

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

5. Closure of schools, including an analysis of:

- a. The impact on student learning and methods to ensure continuity of instruction
- b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

(cf. 3516.5 - Emergency Schedules)

6. Communications among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

- a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

- b. Development and testing of communication platforms, such as hotlines, telephone

trees, ~~and~~ web sites, social media, and electronic notifications

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AR 3516(d)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

- c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
7. Cooperation with other state and local agencies, including:
- a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department ~~to~~ of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

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

8. Steps to be taken after the disaster or emergency, including:
- a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed~~-~~

(cf. 6164.2 - Guidance/Counseling ~~Staff~~ Services)

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

Adopted: 9-17-02

Amended: 11-04, 7-06, 11-13-18

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

**SUBJECT: B.5.d. APPROVE AMENDMENT TO BOARD POLICY AND
ADMINISTRATIVE REGULATION 4158/4258/4358 – EMPLOYEE
SECURITY- First Reading**

ACTION

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation 4158/4258/4358 – Employee Security?

BACKGROUND: Board Policy 4158/4258/4358 updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP. Board Policy 4158/4258/4358 is being submitted with recommended changes from CSBA.

ALTERNATIVES: 1. Approve amendment of Board Policy 4158/4258/4358 – Employee Security
2. Do not approve amendment of Board Policy 4158/4258/4358 – Employee Security

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

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Series 4000

Personnel

BP 4158, 4258, 4358(a)

Employee Security

The Governing Board desires to provide a safe, and orderly working environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing ~~them with the~~ necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 5131.4 - Student Disturbances)

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, ~~The~~ Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

~~In addition, The Superintendent or designee may initiate pursue legal proceedings action on behalf of an employee against a any individual student or his/her parent/guardian to recover damages for injury to the employee or his/her property caused by the student's willful misconduct of that individual to the person or property of an employee or another person on district premises that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)~~

(cf. 3320 – Claims and Actions Against the District)
(cf. 3515.4 – Recovery for Property Loss or Damage)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees ~~are trained~~ receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques and crisis resolution.

(cf. 4131/~~4231/4331~~ - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee also shall ~~ensure that employees are informed teachers~~, in accordance with law, ~~regarding of~~ crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communications devices that would

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BP 4158, 4258, 4358(b)

~~allow~~enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Employees ~~may~~shall not carry or possess pepper spray on school property or at school activities, ~~except when authorized by the Superintendent or designee for self-defense purposes. On a case-by-case basis, however, the Superintendent or designee may allow~~ When allowed, an employee ~~to~~may only possess pepper spray in accordance with administrative regulations and ~~that meets the requirements of Penal Code 12403.7 22810. when justified by unusual dangerous circumstances.~~ Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

The Board requires employees to take immediate action upon being made aware that any person is in possession of an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and, ~~based upon this analysis,~~ shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144. - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35208 Liability insurance

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BP 4158, 4258, 4358(c)

35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion ~~Grounds for suspension or expulsion~~
49079 Notification to teacher; student who has engaged in acts ~~re: constituting~~ grounds for suspension or expulsion
49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 ~~Definition of a~~ Assault and battery, especially:

241.3 Assault against school bus drivers

241.6 Assault on school employee including board member

243.3 Battery against school bus drivers

243.6 Battery against school employee including board member

245.5 Assault with deadly weapon; school employee including board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School crimes

646.9 Stalking

~~12403.7 Weapons approved for self defense~~

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal.App.4th 526

Management Resources:

WEB SITES

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

CDE, Safe Schools and Violence Prevention Office: [http://www.cde.ca.gov/ls/ss
spbranch/safety/safetyhome](http://www.cde.ca.gov/ls/ss/spbranch/safety/safetyhome)

Adopted: 1-25-78

Amended: 2-14-79, 11-17-82, 7-23-85, 1-21-92, 9-17-02, 10-18-11, 11-13-18

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4158, 4258, 4358(a)

Employee Security

An employee may use reasonable and necessary force for ~~his/her~~ self-defense, ~~or~~ defense of another person, ~~or protection of property~~; to quell a disturbance threatening physical injury to others; ~~damage to property~~, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)

Employees shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~them~~ him/her by a student ~~or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response.~~ ~~Both the~~ When appropriate, the employee and the principal or other immediate supervisor shall ~~promptly report such instances to the appropriate local law enforcement agency incident to law enforcement.~~ (Education Code 44014)

~~In addition, employees shall promptly report to the principal or supervisor, and may report to law enforcement, any attack, assault or threat made against them on school grounds by any other individual.~~

(cf. 3515.2 - Disruptions)

Reports of attack, assault, or threat also shall be forwarded immediately to the Superintendent or designee.

(cf. 3320 – Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3530 – Risk Management/Insurance)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher(s) of each student who, ~~has engaged in, or is reasonably suspected of, any act~~ during the previous three school years, ~~has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would~~ which could constitute a grounds for suspension or expulsion ~~under Education Code 48900, with the exception of the possession or use of tobacco products, or Education Code 48900.2, 48900.3, 48900.4, or 48900.7 as specified in AR 5144.1 - Suspension and Expulsion/Due Process.~~ This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

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AR 4158, 4258, 4358(b)

(cf. 5125 - Student Records)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform ~~any of~~ the student's teacher(s) that the student was suspended or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institution Code 827)

The principal shall disseminate this information to the counselor(s) who directly supervises or reports on the student's behavior or progress. The principal ~~shall~~ also ~~may~~ inform any teacher or administrator ~~directly supervising or reporting on the student's behavior or progress whom~~ he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the

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AR 4158, 4258, 4358(c)

information provided by the student's parole or probation officer to the Superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first; **and** shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification that one of his/her students ~~student~~ has committed an offense ~~see~~ that requires him/her review of a student's file in the school office. This ~~notification~~ shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. ~~The staff member~~ **He/she** shall also initial the student's file when reviewing it in the school office. ~~Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.~~

Use of Pepper Spray

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an ~~E~~employee's request, the Superintendent or designee shall inform the employee ~~who possess pepper spray on school property shall be notified~~ of the following conditions:

1. The pepper spray shall be used only in self-defense.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

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AR 4158, 4258, 4358(d)

3. The ~~employee shall ensure that the~~ pepper spray ~~must is~~ be stored in a secure place and not accessible to students or other individuals. ~~An employee who is~~ negligent ~~in the~~ storage of ~~the~~ pepper spray may ~~be~~ subject ~~the employee~~ to disciplinary action.

Adopted: 1-21-92

Amended: 9-17-02, 3-11, 11-13-18

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

**SUBJECT: B.5.e. APPROVE AMENDMENT TO BOARD POLICY AND
ADMINISTRATIVE REGULATION 6145.2– ATHLETIC COMPETITION
- First Reading**

ACTION

ISSUE: Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation 6145.2– Athletic Competition?

BACKGROUND: Board Policy 6145.2 updated to reflect NEW LAW (AB 2009) which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency. Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events. Regulation also includes new section on "Heat Illness" reflecting NEW LAW (AB 2800) which requires coaching education programs to include training on the signs and symptoms of, and appropriate response to, heat illness. Board Policy 6145.2 is being submitted with recommended changes from CSBA.

ALTERNATIVES: 1. Approve amendment of Board Policy 6145.2– Athletic Competition
2. Do not approve amendment of Board Policy 6145.2– Athletic Competition

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Instruction

BP 6145.2(a)

Athletic Competition

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be **designed to meet students' interests and abilities and shall be** varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 5030 - Student Wellness)

(cf. 5137 - Positive School Climate)

(cf. 6142.7 - Physical Education and Activity)

(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)

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

(cf. 1325 - Advertising and Promotion)

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

(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint **regarding alleging discrimination in** the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

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BP 6145.2(b)

(cf. 1312.3 - Uniform Complaint Procedures)

California Interscholastic Federation

Any district school **that participates** in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues, related to athletic programs.

(cf. 0500 - Accountability)

Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

(cf. 3530 - Risk Management/Insurance)

(cf. 5111.1 - District Residency)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy ~~any additional~~ CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

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BP 6145.2(c)

(cf. 3260 - Fees and Charges)

(cf. 5143 - Insurance)

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

(cf. 3515.2 - Disruptions)

(cf. 4118 - [Dismissal](#)/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.4 - Student Disturbances)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 - Drug Testing)

(cf. 5131.63 - Steroids)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

~~*(cf. 5143 - Insurance)*~~

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

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BP 6145.2(d)

(cf. 5142 - Safety)

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

In the event of an ~~an~~ serious injury or a perceived imminent risk to a student's health, ~~such as a concussion or passing out, fainting, or other sign of sudden cardiac arrest,~~ during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal ~~procedures~~ precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

Whenever an ~~an~~ serious injury or illness is suffered by a student athlete, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury or illness suffered by the student and any actions taken to treat the student.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination-

~~270-271 Athletes' Bill of Rights~~

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32220-32224 Insurance for athletic teams, especially:

32221.5 Required insurance for athletic activities

33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program

33354 California Department of Education authority over interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35160.5 District policies; rules and regulations

35179 Interscholastic athletics

35179.1 California High School Coaching Education and Training Program

35179.4 Emergency action plan

35179.5 Interscholastic athletics; limitation on full-contact practices

35179.6 Automated external defibrillator, athletic activities

48850 Interscholastic athletics; students in foster care and homeless students

48900 Grounds for suspension and expulsion

48930-48938 Student organizations

49010-49013 Student fees

49020-49023 Athletic programs; legislative intent, equal opportunity

49030-49034 Performance-enhancing substances

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BP 6145.2(e)

49458 Health examinations, interscholastic athletic program
49475 Health and safety, concussions and head injuries
49700-49701 Education of children of military families
51242 Exemption from physical education for high school students in interscholastic athletic program
[HEALTH AND SAFETY CODE](#)
[1797.196 Automated external defibrillator](#)
PENAL CODE
245.6 Hazing
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs, especially:
4920-4922 Nondiscrimination in intramural, interscholastic, and club activities
5531 Supervision of extracurricular activities of students
5590-5596 Employment of noncertificated coaches
UNITED STATES CODE, TITLE 20
1681-1688 Discrimination based on sex or blindness, Title IX
CODE OF FEDERAL REGULATIONS, TITLE 34
106.31 Nondiscrimination on the basis of sex in education programs or activities
106.33 Comparable facilities
106.41 Nondiscrimination in athletic programs
COURT DECISIONS
Mansourian v. Regents of University of California, (2010) 602 F. 3d 957
McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275
Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990
Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013
CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS
[Athletic Department Emergency Action Plan: Response Teams](#)
California Interscholastic Federation Constitution and Bylaws
A Guide to Equity in Athletics—
Guidelines for Gender Identity Participation
Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians
~~*Acute Concussion Evaluation (ACE) Care Plan, 2006*~~
[Event Emergency Guidelines, 2013](#)
Pursuing Victory with Honor, 1999
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
Heads Up: Concussion in High School Sports, Tool Kit, June 2010
Heads Up: Concussion in Youth Sports, Tool Kit, July 2007
Acute Concussion Evaluation (ACE) Care Plan, 2006
[NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS PUBLICATIONS](#)
[Emergency Action Planning Guide for After-School Practices and Events](#)
U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017
Intercollegiate Athletics Policy Clarification: The Three-Part Test — Part Three, Dear Colleague Letter, April 20, 2010

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Instruction

BP 6145.2(f)

WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources: <http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Adopted: 4-26-78

Amended: 4-14-82, 6-19-84, 9-17-02, 2-19-08, 3-16-10, 5-15-12, 8-15-17, [11-13-18](#)

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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Instruction

AR 6145.2(a)

Athletic Competition

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of ~~any~~ actual or perceived ~~sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis~~ characteristic specified in law ~~and BP 0410 - Nondiscrimination in District Programs and Activities~~. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

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- b. Where the members of one sex have been⁵ and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex
 - c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
- 2. The provision and maintenance of equipment and supplies
 - 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
 - 4. Travel and per diem allowances
 - 5. Opportunities to receive coaching and academic tutoring
 - 6. Assignment and compensation of coaches and tutors
 - 7. Provision of locker rooms, practice facilities, and competitive facilities
 - 8. Provision of medical and training facilities and services
 - 9. Provision of housing and dining facilities and services
 - 10. Publicity
 - 11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

- 1. The total enrollment of the school, classified by gender
- 2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
- 3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

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AR 6145.2(c)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. –The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat

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AR 6145.2(d)

cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a

CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by ~~the~~ CIF, the student and his/her parent/guardian shall, prior to ~~participating~~ the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

(cf. 5141 - Health Care and Emergencies)

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AR 6145.2(e)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of ~~the~~ students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

7. Includes a copy of the local ~~California Interscholastic Federation (CIF)~~ league rules
8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids,

**OAK PARK UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE REGULATION**

Series 6000

Instruction

AR 6145.2(f)

unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

Adopted: 9-17-02

Amended: 3-07, 11-11, 2-14, 3-15, 8-15-17, [11-13-18](#)

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: B.5.f. APPROVE AMENDMENT TO BOARD BYLAW 9110 – TERMS OF OFFICE - First Reading

ACTION

ISSUE: Should the Board of Education approve the proposed amendment to Board Bylaw 9110 – Terms of Office?

BACKGROUND: Board Bylaw 9110 updated to reflect NEW LAW (AB 2449) which changes the commencement of the term of office of board members from the first Friday in December following their election to the second Friday in December. Bylaw also provides that, if the district chooses or is required to consolidate its board elections with the local municipal or state primary or general elections, elections could occur in even-numbered years and the term of incumbent board members would be extended to align with the next election. Board Bylaw 9110 is being submitted with recommended changes from CSBA.

ALTERNATIVES: 1. Approve amendment of Board Bylaw 9110 – Terms of Office
2. Do not approve amendment of Board Bylaw 9110 – Terms of Office

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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9110(a)

Terms of Office

The Governing Board shall consist of five members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each ~~odd-numbered~~ year in which the Board's elections are regularly held. (Education Code 35012)

(cf. 9220 - Governing Board Elections)

The term of office for members elected in regular elections shall be four years, commencing on the ~~first~~ ~~second~~ Friday in December ~~next succeeding~~ following their election. (Education Code 5017)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

~~Board member terms expire four years after their initial election on the first Friday in December following the election of new members. (Education Code 5000)~~

~~A~~ Board members whose term ~~have~~s expired shall continue to discharge the duties of the office until ~~his/her~~ ~~their~~ successors ~~have~~s qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

~~*(cf. 9220 - Governing Board Elections)*~~

~~*(cf. 9223 - Filling Vacancies)*~~

~~*(cf. 9224 - Oath or Affirmation)*~~

~~*(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)*~~

Legal Reference:

EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

ELECTIONS CODE

1302 Local elections, school district election

10400-10418 Consolidation of elections

14050-14057 California Voter Participation Rights Act

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9110(b)

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Management Resources:

WEB SITES

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

Adopted: 10-19-77

Amended: 11-8-78, 3-2-83, 11-6-84, 9-11-90, 3-12-02, 9-17-02, [11-13-18](#)

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: VII.1. MONTH 2 ENROLLMENT AND ATTENDANCE REPORT
INFORMATION

ISSUE: Shall the Board receive and review a status report on District enrollment and attendance through Month 2 of the 2018-19 school year?

BACKGROUND: As student enrollment and attendance plays a key role in determining General Fund revenues, staffing, and expense, it is critical that the Board and Administration carefully monitor these factors in assessing both appropriate student support and the District's financial position. Accordingly, staff has prepared the following enrollment and attendance information through the end of the most recent reporting period to assist in this review.

FISCAL IMPACT: None. Information only.

RECOMMENDATION: None. Information only.

Prepared by: Byron Jones, Senior Accountant
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

Month 2: September 3, 2018 - September 28, 2018										Year to Date: August 6, 2018 - September 28, 2018									
	Enrollment Comparison			ADA Comparison			ADA% Comparison				Enrollment Comparison			ADA Comparison			ADA% Comparison		
	2018-19	2017-18	Variance	2018-19	2017-18	Variance	2018-19	2017-18	Variance		2018-19	2017-18	Variance	2018-19	2017-18	Variance	2018-19	2017-18	Variance
BES										BES									
K	96	98	(2)	94.53	97.11	(2.58)	98.47%	99.09%	-0.62%	K	96	98	(2)	94.37	95.57	(1.20)	98.30%	97.52%	0.78%
1	84	79	5	80.59	77.50	3.09	95.94%	98.10%	-2.16%	1	84	81	3	81.66	78.14	3.52	97.21%	96.47%	0.75%
2	85	75	10	82.76	73.67	9.09	97.36%	98.23%	-0.86%	2	85	76	9	83.69	73.43	10.26	98.46%	96.62%	1.84%
3	81	98	(17)	78.24	96.11	(17.87)	96.59%	98.07%	-1.48%	3	81	99	(18)	78.37	96.14	(17.77)	96.75%	97.11%	-0.36%
4	99	118	(19)	96.65	115.11	(18.46)	97.63%	97.55%	0.08%	4	99	119	(20)	96.66	115.50	(18.84)	97.64%	97.06%	0.58%
5	125	100	25	121.00	98.39	22.61	96.80%	98.39%	-1.59%	5	125	100	25	121.57	97.86	23.71	97.26%	97.86%	-0.60%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%	SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
Total	570	568	2	553.77	557.89	(4.12)	97.15%	98.22%	-1.07%	Total	570	573	(3)	556.32	556.64	(0.32)	97.60%	97.14%	0.46%
OHES										OHES									
K	93	101	(8)	89.59	97.44	(7.85)	96.33%	96.48%	-0.14%	K	93	101	(8)	89.43	97.35	(7.92)	96.16%	96.39%	-0.22%
1	87	76	11	82.29	73.83	8.46	94.59%	97.14%	-2.56%	1	87	75	12	83.71	74.70	9.01	96.22%	99.60%	-3.38%
2	83	79	4	80.82	77.50	3.32	97.37%	98.10%	-0.73%	2	83	79	4	81.43	77.27	4.16	98.11%	97.81%	0.30%
3	78	78	-	75.76	74.94	0.82	97.13%	96.08%	1.05%	3	78	78	-	75.66	75.27	0.39	97.00%	96.50%	0.50%
4	96	97	(1)	93.41	95.35	(1.94)	97.30%	98.30%	-1.00%	4	96	97	(1)	92.46	95.12	(2.66)	96.31%	98.06%	-1.75%
5	98	100	(2)	96.35	97.83	(1.48)	98.32%	97.83%	0.49%	5	98	101	(3)	96.37	97.86	(1.49)	98.34%	96.89%	1.45%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%	SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
Total	535	531	4	518.22	516.89	1.33	96.86%	97.34%	-0.48%	Total	535	531	4	519.06	517.57	1.49	97.02%	97.47%	-0.45%
ROES										ROES									
K	117	96	21	113.88	93.33	20.55	97.33%	97.22%	0.11%	K	117	95	22	113.00	92.81	20.19	96.58%	97.69%	-1.11%
1	86	80	6	84.24	78.67	5.57	97.95%	98.34%	-0.38%	1	86	79	7	84.17	77.59	6.58	97.87%	98.22%	-0.34%
2	86	99	(13)	84.29	96.72	(12.43)	98.01%	97.70%	0.31%	2	86	99	(13)	84.46	95.75	(11.29)	98.21%	96.72%	1.49%
3	107	100	7	104.35	98.00	6.35	97.52%	98.00%	-0.48%	3	107	102	5	102.37	98.59	3.78	95.67%	96.66%	-0.98%
4	97	99	(2)	95.00	97.78	(2.78)	97.94%	98.77%	-0.83%	4	97	99	(2)	95.34	97.58	(2.24)	98.29%	98.57%	-0.28%
5	97	100	(3)	95.53	97.22	(1.69)	98.48%	97.22%	1.26%	5	97	100	(3)	95.34	97.41	(2.07)	98.29%	97.41%	0.88%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%	SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
Total	590	574	16	577.29	561.72	15.57	97.85%	97.86%	-0.01%	Total	590	574	16	574.68	559.73	14.95	97.40%	97.51%	-0.11%
MCMS										MCMS									
6	352	345	7	347.65	336.89	10.76	98.76%	97.65%	1.11%	6	352	344	8	348.51	338.04	10.47	99.01%	98.27%	0.74%
7	350	365	(15)	343.00	356.17	(13.17)	98.00%	97.58%	0.42%	7	350	364	(14)	343.63	356.61	(12.98)	98.18%	97.97%	0.21%
8	384	375	9	376.53	367.33	9.20	98.05%	97.95%	0.10%	8	384	376	8	376.49	367.58	8.91	98.04%	97.76%	0.28%
SDC	-	2	(2)	-	2.00	(2.00)	0.00%	100.00%	-100.00%	SDC	-	1	(1)	-	1.82	(1.82)	0.00%	182.00%	-182.00%
Total	1,086	1,087	(1)	1,067.18	1,062.39	4.79	98.27%	97.74%	0.53%	Total	1,086	1,085	1	1,068.63	1,064.05	4.58	98.40%	98.07%	0.33%
OPHS										OPHS									
9	402	407	(5)	394.47	398.17	(3.70)	98.13%	97.83%	0.30%	9	402	405	(3)	396.17	398.30	(2.13)	98.55%	98.35%	0.20%
10	401	390	11	388.65	379.06	9.59	96.92%	97.19%	-0.27%	10	401	388	13	392.17	378.70	13.47	97.80%	97.60%	0.19%
11	369	387	(18)	356.24	371.60	(15.36)	96.54%	96.02%	0.52%	11	369	386	(17)	356.54	372.58	(16.04)	96.62%	96.52%	0.10%
12	384	371	13	366.12	354.22	11.90	95.34%	95.48%	-0.13%	12	384	370	14	369.69	354.82	14.87	96.27%	95.90%	0.38%
SDC	-	6	(6)	-	5.61	(5.61)	0.00%	93.50%	-93.50%	SDC	-	4	(4)	-	5.44	(5.44)	0.00%	136.00%	-136.00%
Total	1,556	1,561	(5)	1,505.48	1,508.66	(3.18)	96.75%	96.65%	0.11%	Total	1,556	1,553	3	1,514.57	1,509.84	4.73	97.34%	97.22%	0.12%
OVHS										OVHS									
10-12	36	31	5	32.43	29.60	2.83	90.08%	95.48%	-5.40%	10-12	37	31	6	32.85	29.11	3.74	88.78%	93.90%	-5.12%
OPIS										OPIS									
K-12	209	194	15	205.47	190.89	14.58	98.31%	98.40%	-0.09%	K-12	209	199	10	204.00	189.14	14.86	97.61%	95.05%	2.56%
Other***	3	6	(3)	2.10	2.99	(0.89)				Other***	3	6	(3)	2.10	2.99	(0.89)			
Total	4,585	4,552	33	4,461.94	4,431.03	30.91	97.32%	97.34%	-0.03%	Total	4,586	4,552	34	4,472.21	4,429.07	43.14	97.52%	97.30%	0.22%

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: VII.2. MONTHLY CASH FLOW REPORT

INFORMATION

ISSUE: Shall the Board receive and review a status report on District's actual and projected cash flow as of October 31st of the 2018-19 fiscal year?

BACKGROUND: The State's funding appropriation schedule for school districts is always challenging. Continuing its standard practice of the last several years, the Business Office has produced the following monthly cash flow report as an ongoing tool to assist the both the Administration and Board in analyzing and managing the District's cash in order to remain cash-solvent.

FISCAL IMPACT: None- for information only.

RECOMMENDATION: None - for information only.

Prepared by: Lisa Nilles, Director, Fiscal Services
Martin Klauss, Assistant Superintendent, Business and Administrative Services

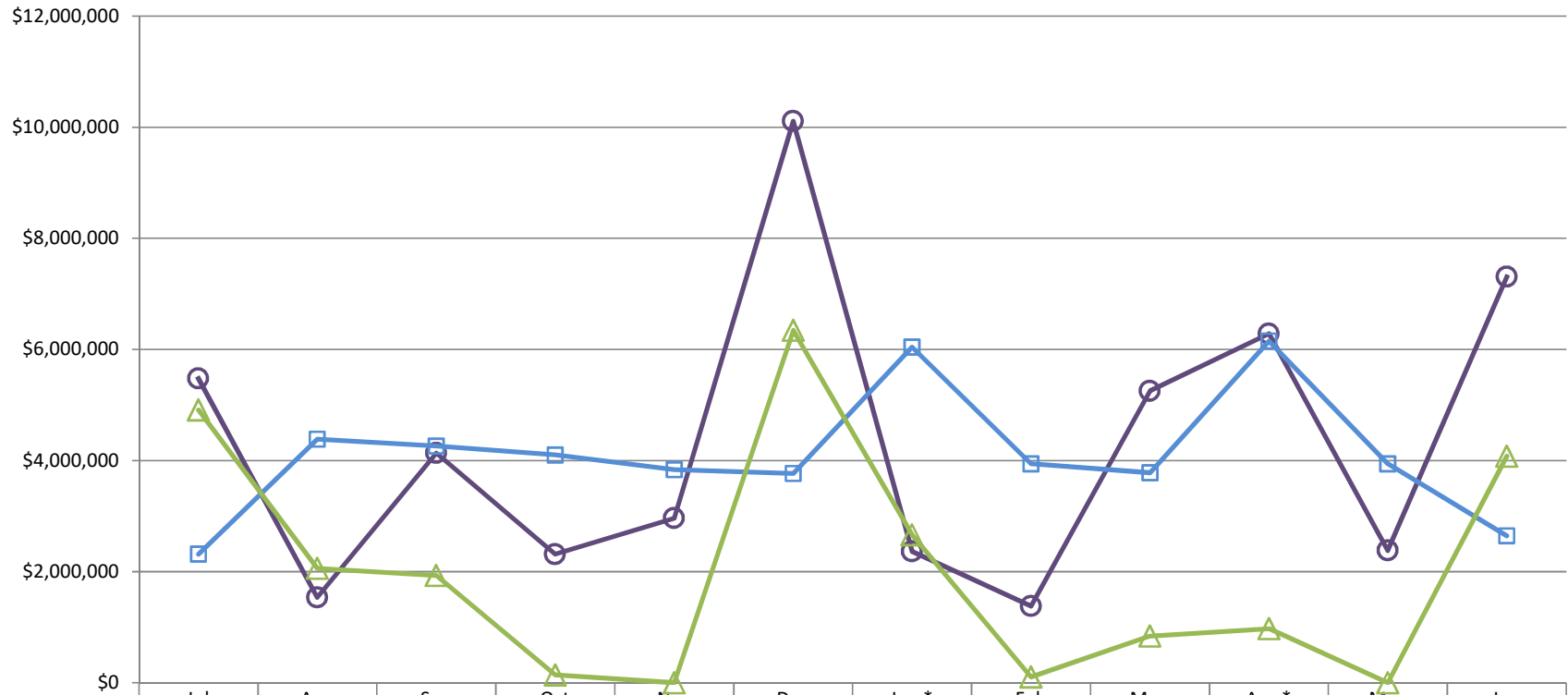
Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

OAK PARK UNIFIED SCHOOL DISTRICT - CASH FLOW															
Year: 2018-19 Budget															
Budget: Adopted Budget															
Actuals through October 31, 2018															
		BEGINNING BALANCE BASED ON 2017-18 YEAR-END ACTUALS													
	Object	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total
A. BEGINNING CASH	9110	\$1,774,785	\$4,910,225	\$2,058,920	\$1,928,832	\$141,323	\$0	\$6,342,553	\$2,662,856	\$102,501	\$840,782	\$973,869	\$0		
B. RECEIPTS															
Revenue Limit Sources															
Principal Apportionment	8010-8019	1,009,037	1,009,037	3,457,112	1,816,267	1,816,267	3,132,939	1,816,267	1,110,885	4,495,742	1,110,885	1,110,885	4,924,220	0	26,809,543
Property Taxes	8020-8079	102,691	250	0	24,175	383,972	5,760,122	173,751	4,103	61,757	4,139,697	117,641	406,779	0	11,174,938
Miscellaneous Funds	8080-8099	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Federal Revenue	8100-8299	5,477	0	0	6,882	0	44,827	41,978	0	77,803	0	0	875,939	0	1,052,906
Other State Revenue	8300-8599	0	0	229,727	1,565	368,145	703,750	0	-165,145	0	661,586	574,264	354,117	0	2,728,009
Other Local Revenue	8600-8799	92,886	269,818	236,512	469,226	297,234	330,176	264,679	114,212	550,703	303,531	510,828	678,440	0	4,118,245
Interfund Transfers In	8910-8929	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Receipts/Non-Revenue		0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS		1,210,091	1,279,105	3,923,351	2,318,115	2,865,618	9,971,814	2,296,675	1,064,055	5,186,005	6,215,699	2,313,617	7,239,495	1	45,883,641
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	182,648	2,041,693	2,067,977	2,124,006	2,106,208	2,079,617	2,080,090	2,111,371	2,092,435	2,100,442	2,202,289	501,588	0	21,690,365
Classified Salaries	2000-2999	206,769	645,052	624,911	636,438	639,503	606,930	580,212	609,123	597,200	595,796	620,814	459,027	0	6,821,775
Employee Benefits	3000-3999	89,771	1,085,288	955,327	960,193	986,696	989,617	970,397	975,559	975,970	972,617	998,025	269,406	0	10,228,865
Books, Supplies	4000-4999	90,618	160,080	259,315	166,869	33,514	73,025	80,183	81,050	115,589	42,286	99,767	56,350	45,272	1,303,920
Services	5000-5999	68,310	394,233	627,849	429,912	273,034	266,075	442,632	315,855	180,766	486,644	161,789	334,990	0	3,982,089
Capital Outlay	6000-6599	0	128,993	0	0	0	0	0	0	0	0	0	1	0	128,994
Other Outgo - Excess Costs	7000-7499	1,162	16,052	2,091	-8,429	37,841	9,577	11,697	25,885	2,385	-2,379	25,885	348,981	45,119	515,867
Interfund Transfers Out	7600-7629	0	0	0	0	0	0	0	0	0	0	0	305,000	0	305,000
All Other Financing Sources	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Disbursements/Non Expenditures		0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISBURSEMENTS		639,278	4,471,392	4,537,471	4,308,990	4,076,795	4,024,841	4,165,210	4,118,844	3,964,345	4,195,406	4,108,569	2,275,343	90,391	44,976,875
D. BALANCE SHEET TRANSACTIONS															
Accounts Receivable	9200	10,382	256,130	209,445	-3,604	95,357	136,254	67,429	313,785	67,441	67,441	67,441	67,441	0	1,354,942
Due From Other Funds	9310	-105,094			0										
Prepaid Expenditures	9330	78,960													
Accounts Payable	9500	-1,674,622	84,851	274,587	206,970	240,778	259,326	248,909	180,649	182,900	172,853	170,167	-370,648	0	(23,280)
Unearned Revenues	9650	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Loans from Other Funds (Fund 17)	9610	0	0	0	0	733,720	0	0	0	-733,720	0	583,475	-583,475	0	0
Current Loans (Cross Yr TRAN/Other)	9640	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Current Loans (Current Yr TRANS)	9640	4,255,000	0	0	0	0	0	-2,127,500	0	0	-2,127,500	0	0	0	0
TOTAL PRIOR YEAR TRANSACTIONS		2,564,627	340,982	484,032	203,366	1,069,855	395,580	-1,811,162	494,433	-483,379	-1,887,206	821,083	-886,682	0	1,331,663
E. NET INCREASE/DECREASE (B-C+D)		3,135,440	-2,851,306	-130,087	-1,787,509	-141,323	6,342,553	-3,679,697	-2,560,355	738,281	133,087	-973,869	4,077,470	-90,390	2,238,429
F. ENDING CASH (A+E)		4,910,225	2,058,920	1,928,832	141,323	0	6,342,553	2,662,856	102,501	840,782	973,869	0	4,077,470	-90,390	2,238,429
G. ENDING CASH, PLUS ACCRUALS														3,987,080	

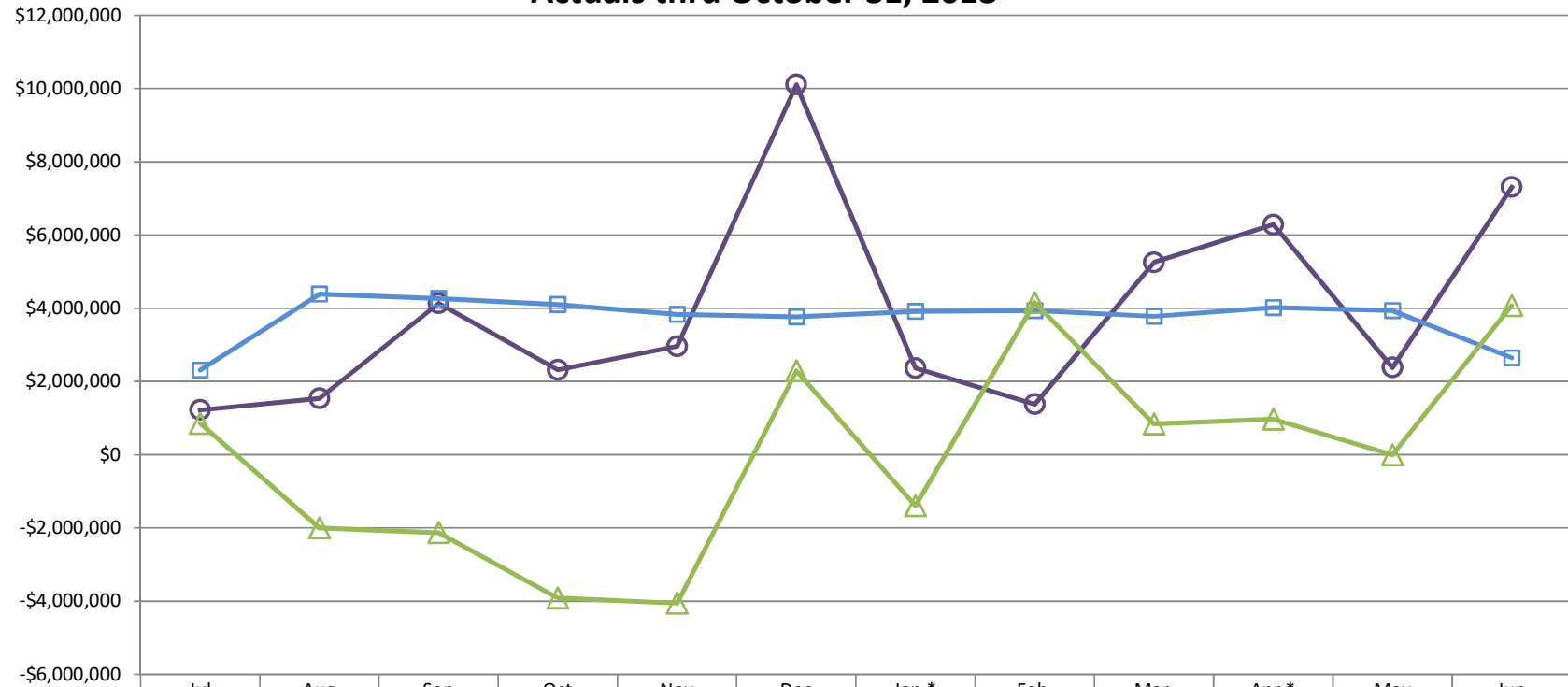
OPUSD - Cashflow

Actuals thru October 31, 2018



*** NOTE:** **TRAN loan proceeds included in Revenue and Cash Balance lines: July \$4,255,000.**
TRAN repayment included in Expense and Cash Balance lines: January \$2,127,500 and April \$2,127,500.

OPUSD - Cashflow without TRAN **Actuals thru October 31, 2018**



Revenue + AR	1,220,474	1,535,235	4,132,796	2,314,511	2,960,974	10,108,068	2,364,104	1,377,840	5,253,446	6,283,140	2,381,058	7,306,936
Expense + AP	2,313,900	4,386,541	4,262,884	4,102,020	3,836,017	3,765,515	3,916,301	3,938,195	3,781,445	4,022,553	3,938,402	2,645,991
Cash Balance	855,225	-1,996,080	-2,126,168	-3,913,677	-4,055,000	2,287,553	-1,392,144	4,157,501	840,782	973,869	0	4,077,470

*** NOTE:** **TRAN loan proceeds not included in Revenue and Cash Balance lines: July \$4,255,000**
TRAN repayment not included (January \$2,127,500 and April \$2,127,500).

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: NOVEMBER 13, 2018

SUBJECT: VII.3. MONTHLY MEASURE S BOND PROJECT STATUS REPORT
INFORMATION

ISSUE: Shall the Board receive and review a status report on the progress of authorized Measure S bond projects through October 15, 2018?

BACKGROUND: As an ongoing tool to assist the Administration and Board in implementing and managing the District's Measure S bond program and master plan, the Business Office, in conjunction with its construction management team, has produced the following monthly status report on the progress of authorized Measure S bond projects for the Board's information and review.

FISCAL IMPACT: None - for information only.

RECOMMENDATION: None - for information only.

Prepared by: Keith Henderson, Bond Construction Manager
Leon Cavallo, Project Manager, Balfour Beatty Construction
Enoch Kwok, Director, Educational Technology and Information Systems
Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent



Consolidated Budget Status Report
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures
thru Oct. 15, 2018

School/Project Name	Budget			Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
Measure S Management				-		-			
Measure S General Planning Services	250,734	-	250,734	157,983	92,751	152,983	5,000	In Planning	IN PROGRESS
Measure S- PM/CM Software, Equipment & Supplies	115,000	-	115,000	112,177	2,823	112,177	-	In Planning	IN PROGRESS
Measure S PM/CM Salaries	660,527	-	660,527	677,887	(17,360)	595,872	82,015	In Planning	IN PROGRESS
	1,026,261	-	1,026,261	948,047	78,214	861,032	87,015		
Brookside Elementary School				-		-			
17-32S Security Fencing	87,750	(41,450)	46,300	58,490	(12,190)	58,490	-	In Planning	Phase-1 Complete/Phase-2 Future
17-42S Modernization Campus Wide	10,000	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-47S Administration Building DSA Cert.	748,857	35,220	784,077	112,872	671,205	70,855	42,018	In Design	IN PROGRESS
18-08S Emergency Water Line Repairs	15,000	-	15,000	8,597	6,403	-	8,597	Complete	NOC APPROVED 01/05/18
18-11S HVAC System Upgrade, BLDG 200 & 300	6,800	-	6,800	6,800	-	-	6,800	In Planning	IN PROGRESS
18-18S Classroom Replacement(4) Phase 1	3,654,000	-	3,654,000	289,638	3,364,362	203,490	86,148	In Design	IN PROGRESS
18-35S BES Chromebooks for Gr5	18,000	-	18,000	17,206	794	17,206	-	In Progress	IN PROGRESS
	4,540,407	(6,230)	4,534,177	503,603	4,030,573	360,040	143,563		
District Wide				-		-			
17-49S Security Badge System Upgrade	5,058	-	5,058	-	5,058	-	-	Complete	NOC APPROVED 11/21/17
17-01S Solar Project	7,000,000	92,900	7,092,900	7,094,891	(1,991)	7,092,920	1,971	Complete	NOC APPROVED 11/14/17
17-33S Ext. Campus Surveillance Cameras @ 6 Sites	344,563	5,058	349,621	374,597	(24,976)	374,597	-	Complete	NOC APPROVED 11/14/17
17-39S Landscp Improvements	19,000	1,417	20,417	19,000	1,417	19,000	-	Complete	NOC APPROVED 09/15/17
18-12S Network File Server Refresh	125,000	-	125,000	-	125,000	-	-	Out to Bid	IN PROGRESS
18-13S Purchase Staff Computers & Spare Device	55,000	-	55,000	53,817	1,183	-	53,817	In Progress	IN PROGRESS
18-14S Chromebook 1-to-1 Take Home Pilot	365,000	-	365,000	67,926	297,074	67,926	-	Out to Bid	IN PROGRESS
17-58S Master Planning & Services	90,821	-	90,821	90,821	-	90,821	-	Complete	Plan Completed
18-28S Chromebook Refresh	250,000	-	250,000	208,744	41,256	208,744	-	In Construction	IN PROGRESS
18-43S Virtual Reality Pilot Program	6,000	-	6,000	-	6,000	-	-	Out for Bid	IN PROGRESS
18-44S I-Pad Refresh of K-2 Totes	325,000	-	325,000	-	325,000	-	-	Out for Bid	IN PROGRESS
	8,585,442	99,375	8,684,817	7,909,797	775,020	7,854,009	55,788		
Medea Creek & OPHS				-		-			
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	-	36,100	-	36,100	-	-	Out for Bid	IN PROGRESS
	36,100	-	36,100	-	36,100	-	-		
Medea Creek Middle School				-		-			
17-23S Roof Replacement	83,000	(22,684)	60,316	60,316	-	60,316	-	Complete	NOC APPROVED 08/15/17
17-24S HVAC Replacement	276,810	61,435	338,245	334,160	4,085	334,174	(14)	Complete	NOC APPROVED 08/15/17
17-36S Modernization Campus Wide	5,058	4,942	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-35S Kitchen Improvements	1,506,394	-	1,506,394	1,403,257	103,137	1,025,779	377,478	Construction	Waisman Construction Awarded 6-11-18
18-03S Security Fencing Parking Lot	42,630	-	42,630	42,630	-	42,630	-	Close-Out	NOC APPROVED 05/17/18
18-07S Sidewalk and Handrail Installation, Buildin	26,937	-	26,937	26,937	-	26,937	-	Complete	NOC APPROVED 02/20/18
18-21S Classroom Replacement	4,373,250	-	4,373,250	340,459	4,032,791	242,170	98,289	In Design	IN PROGRESS
18-25S MPR High Roof Replacement	160,135	-	160,135	163,067	(2,932)	163,067	-	Complete	NOC Approved 8/12/18
18-30S MCMS Library Computer Lab Refresh	47,000	-	47,000	37,106	9,894	37,106	-	In Construction	IN PROGRESS
18-40S Safety/Security Gates	94,196	-	94,196	-	94,196	-	-	In Construction	Awarded to Fence Factory 10/16/18
18-42S Computer on Wheels Laptops for Art Classes	30,000	-	30,000	-	30,000	-	-	Out for Bid	IN PROGRESS
	6,645,410	43,693	6,689,103	2,417,931	4,271,172	1,942,178	475,753		
Medea Creek MS				-		-			
18-39S Counseling Office Improvements & Additions	28,350	-	28,350	-	28,350	-	-	In Construction	Awarded to Omega Construction 10/16/18
	28,350	-	28,350	-	28,350	-	-		
Multiple Sites				-		-			
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	35,000	1,532	36,532	48,120	(11,588)	46,257	1,863	Complete	NOC APPROVED 02/01/18
18-22S Security Upgrades - PA System	14,669	-	14,669	14,669	-	14,206	463	Complete	CLOSEOUT
18-26S Collaborative Furniture	200,000	-	200,000	183,497	16,503	123,330	60,167	Out to Bid	IN PROGRESS



Consolidated Budget Status Report
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures
thru Oct. 15, 2018

School/Project Name	Budget			Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
18-31F 3-D Printers	31,500	-	31,500	26,302	5,198	25,917	386	Out to Bid	IN PROGRESS
18-38S Extended Care Facility Furniture & Equipmen	100,000	-	100,000	-	100,000	-	-	Out for Bid	IN PROGRESS
	381,169	1,532	382,701	272,589	110,113	209,710	62,879		
Oak Hills Elementary School				-		-			
17-25S HVAC Replacement	143,189	(3,352)	139,837	133,859	5,978	133,860	(1)	Complete	NOC APPROVED 08/15/17
17-38S Modernization Campus Wide	15,000	-	15,000	15,000	-	15,000	-	Complete	NOC APPROVED 09/15/17
17-32S Security Fencing	50,000	(1,155)	48,845	48,845	-	48,845	-	Complete	NOC APPROVED 10/17/17
18-19S Modernize Admin & Core Support Facilities	2,873,122	-	2,873,122	325,690	2,547,432	19,463	306,227	In Design	IN PROGRESS
	3,081,311	(4,507)	3,076,803	523,394	2,553,410	217,168	306,226		
Oak Park High School				-		-			
17-34S Security Lighting at Cul De Sac	375,000	(93,728)	281,272	283,134	(1,862)	283,134	-	Complete	NOC APPROVED 09/19/17
17-28S Roof Replacement	125,000	(70,295)	54,705	54,705	0	54,705	-	Complete	NOC APPROVED 08/15/17
17-27S HVAC Replacement	96,219	1,011	97,230	97,230	0	97,230	-	Complete	NOC APPROVED 08/15/17
17-32S Security Fencing	249,060	(50,226)	198,834	198,836	(2)	175,028	23,808	Complete	NOC APPROVED 5/17/18
17-57S Safety Lighting	30,000	(5,109)	24,891	-	24,891	-	-	Complete	NOC APPROVED 02/20/18
18-01S Football Field Fencing	56,370	-	56,370	56,370	-	53,552	2,819	Complete	NOC APPROVED 03/20/18
18-02S Fencing Girls Varsity Softball Field	42,885	-	42,885	42,885	-	40,713	2,173	Complete	NOC APPROVED 5/17/18
18-24S Safety Security Fencing	52,800	-	52,800	61,370	(8,570)	61,370	-	Complete	NOC APPROVED 08/12/18
18-23S OPHS Stadium Safety Rail Repair	20,650	-	20,650	20,650	-	20,650	-	Complete	NOC APPROVED 08/12/18
	1,047,984	(218,347)	829,637	815,179	14,458	786,380	28,799		
Red Oak Elementary School				-		-			
17-37S Modernization Campus Wide	10,000	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-32S Security Fencing	5,400	(1,540)	3,860	3,860	-	3,860	-	Complete	NOC APPROVED 08/15/17
18-09S Emergency Fire Line Repairs	15,000	-	15,000	15,191	(191)	15,191	-	Complete	NOC APPROVED 01/05/18
18-20S Modular Classroom Replacement	4,831,782	-	4,831,782	312,360	4,519,422	30,109	282,251	In Design	IN PROGRESS
	4,862,182	(1,540)	4,860,642	341,411	4,519,231	59,160	282,251		
Totals	30,234,616	(86,024)	30,148,592	13,731,950	16,416,641	12,289,677	1,442,273		

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: NOVEMBER 13, 2018
SUBJECT: VII.4. ANNUAL UPDATE OF DISTRICT FACILITY INSPECTION PROGRAM
INFORMATION

ISSUE: Shall the Board receive and review the annual report and assessment of the District's facility inspection program for the 2018-19 school year?

BACKGROUND: Board Policy 3517 provides that the Superintendent or designee shall provide the Board with regular reports every November regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools. In conformance with the requirement both board policy and Education Code sections 17002 and 35292.5, the District's completed Facility Inspection Tool (FIT) form follows for the Board's information and review. As required by education code, this information will be reported in the District annual School Accountability Report Card.

FISCAL IMPACT: None – for information only as required by BP/AR 3517.

RECOMMENDATION: None – for information only.

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

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE BROOKSIDE ELEMENTARY - 2018		SCHOOL TYPE (GRADE LEVELS) DK - 5	NUMBER OF CLASSROOMS ON SITE 30
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 9:30	WEATHER CONDITION AT TIME OF INSPECTION CLEAR/ SUNNY		

TOTAL NUMBER OF AREAS EVALUATED ↓	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
		68	72	80	79	82	82	78	15	52	82	78	78	77	8	80
		0	0	0	3	0	0	0	0	0	0	0	3	0	0	0
82	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "D"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	14	10	2	0	0	0	4	67	30	0	4	1	5	74	2
Percent of System in Good Repair Number of "✓"s divided by (Total Areas - "NA"s")		100.00%	100.00%	100.00%	96.34%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	96.30%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			96.34%	100.00%		100.00%	100.00%		100.00%		98.15%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	→	99.31%	SCHOOL RATING**	→	EXEMPLARY
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE OAK HILLS ELEMENTARY - 2017		SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE 26
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 10:00	WEATHER CONDITION AT TIME OF INSPECTION SUNNY / CLEAR		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓ 66	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL		
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES	
		Number of "✓"s:	52	58	65	57	64	66	64	8	30	58	66	66	61	3	63
		Number of "D"s:	0	0	1	6	2	0	2	0	0	8	0	0	0	0	3
		Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	14	8	0	3	0	0	0	58	36	0	0	0	5	63	0	
Percent of System in Good Repair Number of "✓"s divided by (Total Areas - "NA"s")		100.00%	100.00%	98.48%	90.48%	96.97%	100.00%	96.97%	100.00%	100.00%	87.88%	100.00%	100.00%	100.00%	100.00%	95.45%	
Total Percent per Category (average of above)*		99.49%			90.48%	98.49%		96.97%	100.00%		93.94%		100.00%		97.73%		
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD		

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	→	97.14%	SCHOOL RATING**	→	GOOD
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE OAK PARK NEIGHBORHOOD SCHOOL - 2018		SCHOOL TYPE (GRADE LEVELS) PRE K	NUMBER OF CLASSROOMS ON SITE 2
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 10:00 AM	WEATHER CONDITION AT TIME OF INSPECTION SUNNY / CLEAR		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓ 6	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
		0	4	6	6	6	6	5	2	6	5	6	6	5	1	6
		0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/A's:	6	2	0	0	0	0	1	4	0	0	0	1	5	0	
Percent of System in Good Repair Number of "✓"'s divided by (Total Areas - "NA"s)*			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	100.00%		91.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	→	98.96%	SCHOOL RATING**	→	GOOD
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE RED OAK ELEMENTARY SCHOOL - 2018		SCHOOL TYPE (GRADE LEVELS) K - 5	NUMBER OF CLASSROOMS ON SITE 30
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 10:15	WEATHER CONDITION AT TIME OF INSPECTION SUNNY / CLEAR		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
68	Number of "✓'s":	53	60	66	51	68	68	60	10	41	68	66	66	64	2	68
	Number of "D's":	0	0	0	16	0	0	5	0	1	0	0	0	0	0	0
	Number of "X's":	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	15	8	2	1	0	0	3	58	26	0	2	2	4	66	0
Percent of System in Good Repair Number of "✓'s" divided by (Total Areas - "NA's")		100.00%	100.00%	100.00%	76.12%	100.00%	100.00%	92.31%	100.00%	97.62%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			76.12%	100.00%		92.31%	98.81%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	→	95.90%	SCHOOL RATING**	→	GOOD
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE MEDEA CREEK MIDDLE SCHOOL - 2018		SCHOOL TYPE (GRADE LEVELS) 6 TH - 8 TH	NUMBER OF CLASSROOMS ON SITE 35
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)
TIME OF INSPECTION 11:00 AM	WEATHER CONDITION AT TIME OF INSPECTION SUNNY		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
		77	95	104	88	104	103	78	15	43	102	98	103	99	6	103
		0	0	0	11	0	1	19	0	1	2	0	0	0	0	1
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
104	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	27	9	0	5	0	0	7	89	60	0	6	1	5	98	0
Percent of System in Good Repair Number of "✓"s divided by (Total Areas - "NA"s")		100.00%	100.00%	100.00%	88.89%	100.00%	99.04%	80.41%	100.00%	97.73%	98.08%	100.00%	100.00%	100.00%	100.00%	99.04%
Total Percent per Category (average of above)*		100.00%			88.89%	99.52%		80.41%	98.87%		99.04%		100.00%		99.52%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	→	95.78%	SCHOOL RATING**	→	GOOD
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE OAK PARK HIGH SCHOOL - 2018		SCHOOL TYPE (GRADE LEVELS) 9TH - 12 TH	NUMBER OF CLASSROOMS ON SITE 54
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 9/21 - 11:00 9/24 1:00 pm		WEATHER CONDITION AT TIME OF INSPECTION SUNNY - CLEAR	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
151	Number of "✓"s:	112	127	151	128	150	151	126	19	58	149	146	150	144	9	148
	Number of "D"s:	0	4	0	23	1	0	24	0	0	2	0	0	2	1	2
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	39	20	0	0	0	0	1	132	93	0	5	1	5	141	1
Percent of System in Good Repair Number of "✓"s divided by (Total Areas - "NA"s")		100.00%	96.95%	100.00%	84.77%	99.34%	100.00%	84.00%	100.00%	100.00%	98.68%	100.00%	100.00%	98.63%	90.00%	98.67%
Total Percent per Category (average of above)*		98.98%			84.77%	99.67%		84.00%	100.00%		99.34%		99.32%		94.34%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	→	95.05%	SCHOOL RATING**	→	GOOD
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE OAK VIEW HIGH SCHOOL		SCHOOL TYPE (GRADE LEVELS) 10th - 12th	NUMBER OF CLASSROOMS ON SITE 4
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 9:30 AM	WEATHER CONDITION AT TIME OF INSPECTION SUNNY - CLEAR		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓ 15	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
		0	15	11	14	15	15	12	4	9	15	15	15	12	3	15
		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of N/As:		15	0	4	0	0	0	3	11	6	0	0	0	3	12	0
Percent of System in Good Repair Number of "✓'s divided by (Total Areas - "N/A's")*			100.00%	100.00%	93.33%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			93.33%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

→

99.17%

SCHOOL RATING**

→

EXEMPLARY

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE OAKPARK INDEPENDENT SCHOOL		SCHOOL TYPE (GRADE LEVELS) K-12	NUMBER OF CLASSROOMS ON SITE 5
INSPECTOR'S NAME MIGUEL TABARES	INSPECTOR'S TITLE MAINTENANCE ENGINEER	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 9:00 AM	WEATHER CONDITION AT TIME OF INSPECTION SUNNY - CLEAR		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓ 10	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH./HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
		0	9	10	9	10	10	10	0	1	10	10	10	9	1	10
		0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10		10	1	0	0	0	0	10	9	0	0	0	1	9	0	
Percent of System in Good Repair Number of "✓'s divided by (Total Areas - "NA's")			100.00%	100.00%	90.00%	100.00%	100.00%	100.00%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			90.00%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

→

98.75%

SCHOOL RATING**

→

GOOD

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION OAK PARK UNIFIED SCHOOL DISTRICT		COUNTY VENTURA	
SCHOOL SITE EDUCATION SERVICES CENTER		SCHOOL TYPE (GRADE LEVELS) ----	NUMBER OF CLASSROOMS ON SITE 0
INSPECTOR'S NAME Miguel Tabares	INSPECTOR'S TITLE Maintenance Engineer	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
TIME OF INSPECTION 10:00 AM	WEATHER CONDITION AT TIME OF INSPECTION Sunny - Clear		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED ↓ 45	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH./HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
		31	42	38	43	43	45	45	3	10	45	45	45	44	0	45
		0	0	0	1	2	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of "D's":		0	0	0	1	2	0	0	0	0	0	0	0	0	0	
Number of "X's":		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Number of N/As:		14	3	7	1	0	0	0	42	35	0	0	0	1	45	
Percent of System in Good Repair Number of "✓'s" divided by (Total Areas - "NA's")*		100.00%	100.00%	100.00%	97.73%	95.56%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		100.00%	
Total Percent per Category (average of above)*		100.00%			97.73%	97.78%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

→

99.44%

SCHOOL RATING**

→

EXEMPLARY

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75. %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

TO: MEMBERS, BOARD OF EDUCATION
FROM: ERIN VRANESH, PRINCIPAL, BROOKSIDE ELEMENTARY SCHOOL
DATE: NOVEMBER 13, 2018
SUBJECT: X.1. MONTHLY BOARD REPORT

INFORMATION

Walk to School Wednesday

Earlier this month, Brookside participated in Walk-to-School Wednesday. Students and families met up with teachers and staff at various locations to participate in this fun event. Stripes the Tiger and Mrs. Vranesh greeted families at Brookside and all participants received a footprint to hang on the banner displayed outside of our Multipurpose Room!



Brookside Book Fair

Many Brookside families joined us for the Enchanted Forest Book Fair. During the Book Fair week, our fabulous PTA organized a BOOKS AND BAGELS event one morning, along with an evening event full of delicious food and special guest readers. Author, Drew Daywalt, joined us as a guest reader that night and even spent time autographing his books for our students. We also had a special visit from Clifford!



Brookside Tigers Pay It Forward

Brookside Tigers wanted to help those in need by donating new pairs of socks! In the spirit of Brookside Bucket-filling, our students made a huge difference in the lives of our neighbors who are homeless. On October 5th at our Friday Assembly we had our "SOCKTOBERFEST"! Students and staff wore their crazy socks to school as a culmination of our sock donation week. We celebrated all of the outstanding sock donations by participating in a dance-a-thon, led by our very own Mrs. Powers! Fourth grader, Dru Larson, donated over 150 pairs of socks for our neighbors in need. We honored Dru at our assembly and commended him for his amazing donation!



Readers/Writers Workshop Professional Learning

Kindergarten through second grade teachers participated in Professional Development hosted by Shanna Schwartz, from Teachers College. Teachers were engaged in many activities and opportunities for valuable collaboration in continuing our hard work with Readers/Writers Workshop.



Teambuilding

Team Brookside continues to strive to work together as a team in all that we do! We take time for team building at every staff meeting!



"Every time we meet, the team gets stronger!"



“Unity is strength....when there is teamwork and collaboration, wonderful things can be achieved.” -Mattie Stepanek

Great Shake Out

On Thursday, October 18th, we participated in the Great Shake Out Drill. Millions of people worldwide will be participating and learning how to drop, cover, and hold on. Brookside did an outstanding job of completing the drill safely, in a timely manner and orderly fashion. Staff members followed proper procedures in cross checking that all students were accounted for and safe throughout the duration of the drill. Many staff members grabbed their safety backpacks and had their tennis shoes ready in preparation for the drill.



Brookstriders

BrookStriders run/walk program is a great opportunity to get children moving and exercising in the morning! Every Wednesday and Friday at 7:45 A.M. Brookside students come to the field to run, walk or jog. Studies have shown that exercise in the morning increases blood flow and learning capabilities throughout the day! A special shout out to the PTA for sponsoring such a successful program and thank you to Coach Neilson and Coach Gretchen for helping to organize this terrific opportunities for BES!



Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: ERIK J. WARREN, PRINCIPAL, OAK HILLS ELEMENTARY SCHOOL
DATE: NOVEMBER 13, 2018
SUBJECT: X.2. MONTHLY BOARD REPORT

INFORMATION

Oak Hills Dance-A-Thon

The Oak Hills PTA Dance-A-Thon fundraiser was a huge success. The students danced their hearts out all afternoon. This has traditionally been our second biggest fundraiser. It is a huge undertaking and run completely by parent volunteers. Since we do not use an outside fundraising company, 100% of every dollar we raise stays right here at Oak Hills. (Outside fundraising organizations often take around 20% for their services.) These funds allow our students to experience technology, art, and music, as well as many other programs. We owe a huge thank you to both our tireless volunteers and our generous parent and community donors.

Report Cards and Parent-Teacher Conferences

The teachers have completed the first marks on the new Standards-Based Report Card and have completed parent-teacher conferences. In the upper grades, the conferences include the students and are led by the students themselves. The students work with their teachers and parents to establish goals to work on for the upcoming trimester. In some cases, they created a Google Slides presentation to share with parents and teacher about their progress and goals. This practice empowers the students to take responsibility for their learning.

Oak Hills Halloween Parade

On Wednesday morning, the Oak Hills students, staff and parents enjoyed a traditional costume parade. The students gathered on the playground dressed in their Halloween costumes. This year, as a prize for exceeding our Dance-A-Thon fundraising goal, each class was able to select a costume item for Mr. Warren to wear for the event. This included a pirate hat, purple wig, ridiculous sunglasses, several colorful scarves, a cape, wings, a tail, and the list goes on and on. Each class paraded around their schoolmates, while parents and guests cheered them on and snapped pictures. This was a fun-filled event that allowed students to enjoy the season in a safe and positive way.

Great Shakeout Statewide Earthquake Drill

On October 18th, the students, staff, and visitors conducted our annual Major Earthquake Drill. Students first practiced the duck and cover procedures for all earthquakes. The students were then evacuated to the kindergarten playground and everyone on campus was accounted for. The teachers assembled into their teams and conducted search and rescue, transportation, first aid, operations to locate a handful of students who were predesignated as “trapped” or “injured”. The students and staff all did an excellent job.

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: STACY LAFRENZ, PRINCIPAL, RED OAK ELEMENTARY SCHOOL

DATE: NOVEMBER 13, 2018

SUBJECT: X.3. MONTHLY BOARD REPORT

INFORMATION

Upcoming Jog-A-Thon

This year's Jog-A-Thon will be a Bounce-A-Thon. Each grade level will be able to take part in 30 minutes of different bouncies around our playfield. If we reach our donation goal of \$50,000, Ms. LaFrenz, Mrs. Baxter, and Mrs. Amaral will all be taped to a wall at our next Spirit Assembly. We'll be sure to post photos of that!

Teacher's College from Columbia University Visits ROES

Last month at Red Oak, we've had the pleasure of hosting a senior expert from the Teacher's College of Reading and Writing Workshop. Shanna Schwartz worked with our Kindergarten through 2nd grade teachers, conducting lab-style workshops with students in our classrooms.

We look forward to our visit from Anna Sheehan this month as she works with our 3rd-5th grade teachers, extending their knowledge in both Readers Workshop and Writers Workshop. We appreciate having our trainers come to us, see what we need, and deliver exactly what our Red Oak teachers are needing to take the workshop to the next level.

Instructional Assistants

We are so very thankful for the Oak Park Educational Foundation and their funding for the K-3rd grade Instructional Assistants in Literacy and Numeracy. So far we have hired and brought in 5 additional IAs to our school. The training they have received was top-notch with many coming back saying that they are so appreciative of being so well trained and feeling very prepared to work with our students in small groups.

Facilities Update

We are currently working with our stakeholders at ROES building a list of must haves and priorities as we look at the redesign of our playground, blacktop, and field. We look forward to having an exciting, inviting, and fabulous place for our students to play and grow!

Universal Screener-Success!

FastBridge is up and running very smoothly for our piloting year of having all of our students complete the computer-based aReading and aMath universal screener. We look forward to seeing our results and holding data meetings the first full week of November.

The Great Shake Out

The Great Shake Out on October 18th went extremely well! Start to finish, including practicing our sibling buddy-up procedure, it took us just 17 minutes.

Exciting Times at ROES!

During the month of October we had a lot of fun together! Thanks to our fabulous PFA we had a wildly successful **Halloween Monster Mash Dance** with almost 200 happy parents and students in attendance.

Walk to School Day was also a hit this year with many families walking to school along with their teachers and staff on October 10th.

Halloween at Red Oak was a blast again this year, with all of our staff and students dressed up in costume as they circled our blacktop for our annual **Halloween Parade**. From Kinder to 5th grade, we got into the spirit and had a lot of fun enjoying each other's creative costumes.

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: BRAD BENIOFF, PRINCIPAL, MEDEA CREEK MIDDLE SCHOOL
DATE: NOVEMBER 13, 2018
SUBJECT: X.4. MONTHLY SCHOOL REPORT

INFORMATION

Celebrating Indian Culture November 5-7: In conjunction with 6th grade curriculum, parents will be hosting some Indian games during 6th grade lunch November 5 and 6. On November 7th, students will host some displays and a puppet show of Indian culture in the amphitheater during the minimum day. Directly after school, parents are hosting an Indian lunch for faculty and students will be performing in the faculty lounge.

School Tours: November 13 and 27 at 9:00 a.m.

Where Everyone Belongs (W.E.B.) Lunch Activity November 15th: WEB continues to host activities that have 8th grade ‘mentors’ connect with 6th graders on campus—all with the goal of fostering fun and a sense of connectedness and community at MCMS.

Exceptional Panther Awards 7:45 a.m.: This is a monthly recognition event designed to recognize students who have distinguished themselves or who have gone above and beyond. Faculty/staff nominate students.

Santa Comes To Agoura the Week of November 12-16th: MCMS participates by gathering breakfast foods for families in need in our local communities.

Outdoor Education for 6th grade November 28-30th: Pali Institute in Running Springs hosts another year of outstanding leadership and environmental educational opportunities of our 6th graders. With a little luck, they may also get a dusting of snow!

Challenge/Success Survey This Month: This important tool out of Stanford helps us assess the impact of school climate and culture on students’ lives, as well the impact of their lives on the daily operations of school. All students will be taken this survey tailored to MCMS this month.

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: KEVIN BUCHANAN, PRINCIPAL, OAK PARK HIGH SCHOOL
DATE: NOVEMBER 13, 2018
SUBJECT: X.5. MONTHLY BOARD REPORT

INFORMATION

COLLEGE AND CAREER CENTER

College application season is upon us and counselors are meeting with seniors to help prepare their applications. Our college and career advisor Jean Hawkins is hosting all of the College Visits and coordinating the parent volunteers in the college and career center. The Financial Aid workshop was held in October to help parents of seniors prepare to complete the Free Application for Federal Student Aid (FAFSA)

PEER COUNSELING RETREAT

Peer Counselors and Advanced Peer Counselors held their retreat at the Shalom Institute in Malibu in October and heard presentations from the Anti Defamation League as well as participating in training and activities that prepare them to be student advocates at OPHS. Awareness Week is in December 2018 and there is a full week of activities planned

ATHLETICS

Girls' volleyball made the playoffs and won a thrilling first round game against Viewpoint. They are the Coastal Canyon League Champs and made it to the second round of the CIF Playoffs. Cross Country is facing stiff competition and girls won the Coastal Canyon League. Boys and girls soccer are in tryouts and boys and girls basketball are ramping up for the winter sports season.

BLOOD DRIVE

OPHS Associated Student Body held the Red Cross Blood Drive on October 29th and collected over 80 units of blood. This is the fifth year that we have opened the Blood Drive to the community as well as staff and students and it has helped increase the awareness and amount collected. ASB are again adding another Blood Drive to this year's calendar in addition to the two they run every year.

HOMEcoming

The Homecoming Rally, Football Game, Halftime show and Homecoming dance all went off without a hitch. Thanks to ASB students, Heidi Cissell and the class advisors.

PERFORMING ARTS

Our fall Music at the Movies concert is on November 2. One of the highlights is synchronized movie clips and studio quality performance. Choir is preparing for their annual Disney concert. Drama students performed The Dining Room to appreciative audiences and are now preparing for their participation in Shakespeare festival. The Spring Musical will be The Music Man

Respectfully Submitted,

Anthony W. Knight, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: KENT CROMWELL, PRINCIPAL OAK VIEW HIGH SCHOOL/OAK PARK INDEPENDENT SCHOOL
DATE: NOVEMBER 13, 2018
SUBJECT: X.6. MONTHLY BOARD REPORT

INFORMATION



WASC Update

The OPIS team is focusing on the WASC action plan right now. Christine Brown has done a wonderful job organizing the report and working with the staff to gather information. We spend a good amount of time during each of our staff meetings, every other week, working on contributing to the content of the report. We are hoping to have the report finished by the end of January. The actual WASC visit itself takes place in March.

Halloween Party

Many of our OPIS students and families joined us for our annual Halloween party on Monday October 29th. Students of all grade levels wore some really great costumes and participated in fun activities. There was a costume contest with several different categories and the winners of each category received a prize. Following the contest students were treated to pizza and Halloween goodies. Overall, it was a great way to get the kids together to have a good time and meet new friends.

King Tut Field Trip

OPIS students from all grade levels traveled to the California Science Center to see the King Tut museum exhibit on Tuesday October 30th. The field trip began with an informational IMAX movie which was followed by a tour of the exhibit itself. We were also given the opportunity to see the space shuttle Endeavour at the end of the day. This was a really great trip and all who went had a wonderful time.



Field Trips

Oak View students ventured out to Anacapa Island on October 25th! Dr. Knight, who did a wonderful job coordinating this trip for us, joined us for the day. Upon arrival on the island, after climbing 250 feet up a really steep stair case, the group was treated to a wonderful leaning experience. Students were given a tour of the island where they learned all about the island's eco system and history. They were also given a great opportunity to contribute to the stability of the island by spending a couple of hours planting native plants on the island. Their contributions and hard work will help revitalize the island back to its natural state. It was a great day and we all learned a lot. Thank you again Dr. Knight!

Halloween

The Oak View staff and students gathered for their annual Halloween party on October 31st. Students dressed up in costumes and participated in games and contests. There were plenty of good treats and food for the students and

they all had a blast. Many of our friends from the district office and OPIS joined us as well. It was really nice to see the community come together to have a good time and get to know each other.

Internet Safety Assembly

One of the areas that the staff decided to focus on for our students this year is internet safety. We were fortunate to have had the opportunity to invite Lori Getz to Oak View High School to discuss internet safety and risks to our students. Lori, who is an Oak Park parent, is a fantastic presenter and really knows how to work with students. Her presentation was only an hour but the students would have been willing to spend the day talking with her about this topic. The staff and students learned a lot and were very thankful for her time.

Step-Up Awards

Oak View staff held a step-up awards ceremony for our students recently. The step-up awards are awards that are given to students who have made significant changes in their academic, motivation, behavior, etc. These awards are very meaningful to the students. For many of them, it is the first award that they have ever received. These are the types of things that make Oak View High School a very special place.

Respectfully Submitted,

Anthony W. Knight Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: KIM GREGORCHUK, DIRECTOR, OAK PARK NEIGHBORHOOD SCHOOL
DATE: NOVEMBER 13, 2018
SUBJECT: X.7. MONTHLY BOARD REPORT

INFORMATION

The children went on their first field trip of the year to Malibu Lagoon. The weather was amazing, with no wind, sunshine, warm air, and warm water. Some of the children noticed that the shoreline was very different from last year: They could not find the tide pools where they remembered them from last year. The beach had eroded and they had could not easily get to the rocks. However, that did not prevent them from having an exciting time in the water, with a few dads acting as catchers out in the deeper water.

Even though the children were unable to see the tide pools, our Parent Advisory Board had scheduled Captain Carl and his mobile tide pool to come out the following Tuesday and Wednesday.

He brings a variety of sea animals that the children can touch and/or hold. Of course, the favorite was Finn, the small shark, which the children could touch, but not hold. The sea stars and turban snails were the other favorites and they were able to hold them.



Although we have not had enough enrollment to support our after-school care program, we have had lots of interest in after school enrichment classes. We are offering Soccer Shots on Mondays and Thursdays and Little Fox Yoga on Tuesdays and Wednesdays. All four of the classes are good sized and the children are enjoying them.

Please feel free to come by any time. I would love to show you our school.

Respectfully Submitted:

Anthony W. Knight, Ed.D.
Superintendent