

**OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #997**

**DATE:** June 30, 2020

**PLACE:** Pursuant to Governor Newsom's Executive Order N-29-20 in regard to the COVID-19 Pandemic, special procedures will be followed for this special board meeting. The meeting will be conducted via teleconference/video conference. Members of the public will have the right to observe the meeting using this link: [www.opusd.org/livestream](http://www.opusd.org/livestream). Members of the public may offer public comment on items on the agenda as provided on page 2 of this agenda.

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

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

**BOARD OF EDUCATION**

**Barbara Laifman, President**

**Allen Rosen, Vice President**

**Drew Hazelton, Clerk**

**Derek Ross, Member**

**Denise Helfstein, Member**

**Anna Stephens, Student Board Member**



*Educating Compassionate and Creative Global Citizens*

**ADMINISTRATION**

**Dr. Anthony W. Knight, Superintendent**

**Ragini Aggarwal, Executive Assistant**

**Adam Rauch, 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**

**Brendan Callahan, Director Bond Program, Sustainability, Maintenance and Operations**

**COPY OF ENTIRE AGENDA ON WEB SITE - <https://www.oakparkusd.org/Page/9952>**

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

PURSUANT TO EXECUTIVE ORDER N-29-20, THE BOARD MEETING ROOM IS CLOSED. TO FIND OUT HOW YOU MAY ELECTRONICALLY ATTEND THE BOARD MEETING AND PROVIDE PUBLIC COMMENT PLEASE READ THE FOLLOWING GUIDELINES:

Members of the public will have the right to observe the meeting using this link: [www.opusd.org/livestream](http://www.opusd.org/livestream)

Public Comments may be submitted via this link <http://www.opusd.org/PublicCommentForm>. If you wish to make a comment regarding a matter on the agenda or within the board's jurisdiction please submit your comment via the form accessed by the above link by 6:00 p.m. on June 30, 2020. Although not required, please submit all of the requested information. In keeping with the reasonable time regulations described below, every effort will be made for your name and comment to be read by the Board President, and your comment will be placed into the item's record at the Board meeting. Comments on a matter related to an item on the Agenda may be submitted prior to the meeting and during the meeting using the above link.

This public comment form will be open to members of the public 30 minutes (at 4:30 pm) prior to the closed session of the public meeting which begins at 5 pm. This form will take the place of the "yellow speaker cards" available at in-person meetings.

The President of the Board will inquire if there is anyone in the audience who desires to address the board with respect to any item appearing on the regular meeting agenda, or on any issue within the jurisdiction of the Governing Board. Individual speakers will be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. Due to the electronic nature of this meeting and to maintain the integrity of providing an opportunity for public comment, every effort will be made to read your comment into the record. In order to ensure that non-English speakers receive the same opportunity to directly address the Board, Google Translate will be used to translate any emails to the Superintendent's Executive Assistant at [raggarwal@opusd.org](mailto:raggarwal@opusd.org) who will receive and submit the public comments in open session.

Your comments are greatly appreciated. However, in regard to comments which are not on the agenda, 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. Thank you for your cooperation and compliance with these guidelines.

All Board Actions and Discussions are electronically recorded and maintained for thirty days. Interested parties may review the recording upon request. Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

### **NEXT REGULAR MEETING**

**Tuesday, August 18, 2020**

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

**Open Session at 6:00 p.m.**

**AGENDA IS POSTED AT THE – OPUSD WEBSITE:**

<https://www.oakparkusd.org/Page/9952>

**OAK PARK UNIFIED SCHOOL DISTRICT  
AGENDA – REGULAR BOARD MEETING #997  
June 30, 2020**

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

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

**OPEN SESSION: 6:00 p.m.**

Pursuant to Governor Newsom’s Executive Order N-29-20 in regard to the COVID-19 Pandemic, special procedures will be followed for this board meeting. The meeting will be conducted via teleconference/video conference. Members of the public will have the right to observe the meeting using this link: [www.opusd.org/livestream](http://www.opusd.org/livestream). Public Comments may be submitted via this link <http://www.opusd.org/PublicCommentForm>

**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:** Government Code Section 54957
- B. PUBLIC EMPLOYEE EMPLOYMENT :** ESY Instructional Assistants II Special Ed, ESY Instructional Assistants III Behavior, ESY Behavior Specialist, ESY Instructional Asst. III D&HH, ESY Occupational Therapist, Instructional Assistant II or III SUB
- C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -** Initiation of litigation pursuant to Government Code 54956.9(d)(4): Potential Case: 1
- D. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) or (3): one case
- E. CONFERENCE WITH LABOR NEGOTIATORS :** Government Code 54957.6  
Agency designated representatives: Adam Rauch and Leslie Heilbron  
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. Remarks from Superintendent

### 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 May 19, 2020 and Special Board Meetings held on May 26, 2020, June 2, 2020, June 9, 2020, and June 16, 2020](#)

*Board Bylaw 9324 requires Board approval of minutes from previous meetings*

b. [Ratify Purchase Orders – May 1 – June 15, 2020](#)

*Board Policy 3300 requires Board approval of Purchase Orders*

c. [Approve Contract for Non-Public School and Residential Placement and Services for Special Education Student #2-19/20; #3-19/20; #1-20/21](#)

*Board Policy 3312 requires Board approval for contracts for services*

d. [Approve Designation of the 2020-21 District/School Representative to California Interscholastic Federation Leagues](#)

*Education Code 33353(a)(1) requires Board approval for designation of CIF representative*

e. [Approve Student Teacher Agreement with Cal Lutheran University, Thousand Oaks](#)

*Board policy 4112.21 permits the District to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements*

f. [Approve Student Teacher Agreement with Azusa Pacific University, Azusa, CA](#)

*Board policy 4112.21 permits the District to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements*

g. [Certify 2019-20 Annual Attendance Report](#)

*Board Approval required for Annual Attendance Report*

h. [Approve Renewal Agreement with Ventura County Office of Education For 2020-21 Escape Financial and Payroll/Personnel System Services](#)

*Board Policy 3312 requires Board approval for contracts for services*

i. [Approve Resolution No. 2020-13, Appropriation and Budgeted Transfers Fiscal Year 2020-21](#)

*Resolution authorizes transfers of budget appropriations and budgeted transfer of monies between funds as needed during the fiscal year in order to balance expenditure classifications or to meet the budgeted obligations of one fund to another*

j. [Approve Resolution No. 2020-14, Temporary Loans Between District Funds for Fiscal Year 2020-21](#)

*Resolution authorizes temporary loans between funds during times when cash flow suffers prior to receipt of tax deposits or State revenue*



k. [Approve Resolution No. 2020-15, Year End Budget and Interfund Transfers for Fiscal Year 2019-20](#)

*Resolution authorizes Director of Accounting to make any and all necessary budget transfers as required permitting the payment of obligations incurred by the District for the fiscal year ending June 30, 2020*

l. [Approve Resolution No. 2020-16, Authority to Improve Compensation for Certain Categories of Employees After July 1, 2020](#)

*Ed Code 45032 requires Board approval of Resolution authorizing compensation for certain categories of employees after July 1, 2020*

m. [Approve Public Employee/Employment Changes 01CL24606-01CL24628 & 01CE10221-01CE10266](#)

*Board approval required for public employee employment and changes*

**ACTION**

**2. BUSINESS SERVICES**

a. [Approve the 2020-21 Oak Park Unified School District Annual Budget](#)

*Education Codes 42103 and 42127 require annual approval of school district budget*

b. [Approve 2020-21 Employee Health Benefit Plans](#)

*Board Policy 3312 requires Board approval for contracts for services*

c. [Ratify Service Contracts for Measure S Project 20-11S Restroom Renovation at Red Oak Elementary School](#)

*Board Policy 3312 requires Board approval for contracts for services*

d. [Authorize Measure S Project 20-15S Innovation Lab at Red Oak Elementary School](#)

*Board approval required for projects funded by Measure S Bond fund*

e. [Authorize Measure S Project 20-16S Innovation Lab at Brookside Elementary School](#)

*Board approval required for projects funded by Measure S Bond fund*

f. [Authorize Measure S Project 20-17S Remove and Replace Foundation on Portables at Brookside Elementary School and Ratify Associated Contracts for Services](#)

*Board approval required for projects funded by Measure S Bond fund, and Board Policy 3312 requires Board approval for contracts for services*

g. [Authorize Measure S Project 20-19S Staff Laptop Refresh and Approve Associated Purchases](#)

*Board approval required for projects funded by Measure S Bond fund*

h. [Authorize Measure S Project 20-20S Chromebook 1:1 Program Continuation and Approve Associated Purchases](#)

*Board approval required for projects funded by Measure S Bond fund*

i. [Authorize Measure S Project 20-21S Outdoor Furniture Purchase Districtwide and Delegate the Award of the Related Purchase Contracts to the Superintendent](#)

*Board approval required for projects funded by Measure S Bond fund*

**3. CURRICULUM AND INSTRUCTION**

a. [Approve Adoption of COVID-19 Operations Written Report](#)

*Executive Order N-56-20 established the requirement that a local educational agency (LEA) adopt a COVID-19 Operations Written Report explaining to its community the changes to program offerings the LEA has made in response to school campus closures*

b. [Review and Approve Plans for Reopening of School Campuses and Return to Instruction](#)

*Board will review the District's plan for reopening of school campuses and the hybrid and virtual learning models being proposed for the 2020-21 school year*

- c. [Approve the Career Technical Education Incentive Grant \(CTEIG\) Memorandum of Understanding between Ventura County Office of Education and Oak Park USD](#)  
*Ventura County Office of Education, and the District will work together to meet the deliverables of CDE's Career Technical Education Incentive Grant*

#### **4. HUMAN REOURCES**

- a. [Approve Memorandum of Understanding with Oak Park Teachers Association for a Hybrid Teaching Model Regarding the Return to Work Following School Campus Closures Related to COVID-19](#)

*Board approval required for Memoranda of Understanding with collective bargaining units*

- b. [Establish the 1:1 Computer Program Technology Specialist – Teacher on Special Assignment Position](#)

*Board approval required for establishing a certificated position*

- c. [Establish the Position of Counselor on Special Assignment - Safety and Equity Coordinator](#)

*Board approval required for establishing a certificated position*

- d. [Approve Memorandum of Understanding \(MOU\) as an Addendum to the MOU Establishing a Catastrophic Leave Program and Catastrophic Leave Bank for Classified Employees](#)

*Board approval required for Memoranda of Understanding with collective bargaining unit*

#### **5. BOARD**

- a. [Approve Certification of Signatures for 2020-21 School Year](#)

*Education Code 42632 and 42633 require annual Certification of Signatures*

- b. [Approve California School Board Association Membership Dues \(\\$9,180\) and Education Alliance Membership Dues\(\\$2,295\)](#)

*Board approval required for membership dues*

#### **6. BOARD POLICIES**

- a. [Approve Adoption of New Board Policy 0470 COVID-19 Mitigation Plan – First Reading](#)

*New Board Policy is intended for use during the coronavirus pandemic and supersedes conflicting provisions in other district policies and regulations, thereby eliminating the need to temporarily revise other policies and regulations. When the Governing Board determines, in conjunction with guidance from state and local health officials, that district operations may resume in a manner that makes this policy inapplicable, it should be removed from the district's policy manual.*

- b. [Approve Amendment to Board Policy and Administrative Regulation 1312.3 Uniform Complaint Procedures – First Reading](#)

*Board Policy updated to add medical condition as a characteristic that is protected from discrimination, reflect NEW LAW (SB 75, 2019) which extends the use of uniform complaint procedures (UCP) to complaints alleging noncompliance with the physical education instructional minutes requirement for grades 7-12, and add an item indicating the use of the UCP for complaints regarding health and safety in a license-exempt California State Preschool Program (CSPP) consistent with CDE's Federal Program Monitoring Instrument. Regulation updated to reflect NEW LAW (SB 75, 2019) which extends the use of UCP to complaints alleging*

*noncompliance with the physical education instructional minutes requirement for grades 7-12, and to add a section reflecting requirements for complaints alleging noncompliance with health and safety standards for CSPP programs, formerly in AR 1312.4 - Williams Uniform Complaint Procedures.*

**c. Approve Amendment to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures – First Reading**

*Administrative Regulation updated to delete material related to complaints regarding noncompliance with health and safety requirements in a license-exempt CSPP program as such complaints have been moved to BP/AR 1312.3 - Uniform Complaint Procedures, consistent with CDE's Federal Program Monitoring instrument.*

**d. Approve Amendment to Board Policy and Administrative Regulation 1340 Access to District Records – First Reading**

*Board Policy updated to reflect NEW LAW (AB 1819, 2019) which allows members of the public to use their own equipment on district premises, free of charge, to photograph, copy, or reproduce a disclosable district record, provided that the equipment does not make physical contact with the record. Regulation updates the list of confidential public records to include the prohibition against releasing an employee's personal email address, upon request from the employee. Regulation also reflects NEW LAW (AB 1819, 2019) which allows members of the public to use their own equipment, free of charge, to photograph, copy, or reproduce a disclosable district record on district premises, provided that the means of copying or reproducing the record does not require the equipment to make physical contact with the record, does not damage the record, and does not result in unauthorized access to the district's computer systems or secured networks.*

**e. Approve Amendment to Administrative Regulation 4030 Nondiscrimination in Employment – First Reading**

*Administrative Regulation updated to reflect NEW LAW (SB 778) which delays until January 1, 2021 a requirement for districts with five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to nonsupervisory employees. Regulation also reflects NEW LAW (AB 9) which allows complaints of employment discrimination to be filed with the Department of Fair Employment and Housing up to three years after the alleged act.*

**f. Approve Amendment to Board Policy and Administrative Regulation 4218 Dismissal/Suspension/Disciplinary Action– First Reading**

*New Board Policy contains material formerly in AR pertaining to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects NEW LAW (AB 2234, 2018) which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Regulation updated to reflect procedural rights that must be granted to permanent district employees based on the court decision in Skelly v. State Personnel Board, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed.*

## **VII. INFORMATION ITEMS**

- 1. Month 10 Enrollment and Attendance Report**
- 2. Monthly Cash Flow Report**
- 3. Monthly Measure S Status Report**

**4. Monthly General Fund Budget Report**

**VIII. OPEN DISCUSSION**

**IX. ADJOURNMENT:**

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

**MINUTES OF REGULAR BOARD MEETING      5-19-2020      #992**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Barbara Laifman, called the regular meeting to order at 5:03 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advanced notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference regular meeting on May 19th. Members of the public were able to observe the meeting auditorily using a published live stream link. Members of the public were able to submit comments via an online form which opened at 4:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

Board President, Barbara Laifman reported that in Closed Session the Board would be discussing:

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** - (Government Code Section 54957
- B. PUBLIC EMPLOYEE EMPLOYMENT:** Elementary Special Ed Teacher, Secondary Special Ed Teacher, Secondary Physics Teacher
- C. CONFERENCE WITH LEGAL COUNSEL— PENDING LITIGATION:** Government Code Section 54956(a) & (d)(i)
- D. CONFERENCE WITH LABOR NEGOTIATORS:** Government Code 54957.6  
Agency designated representatives: Adam Rauch and Leslie Heilbron  
Employee organizations: Oak Park Teachers Association & Oak Park Classified Association

The Board adjourned to Closed Session at 5:04 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Barbara Laifman, called the regular meeting to order at 6:20 p.m.

**BOARD PRESENT**

Mrs. Barbara Laifman, President, Mr. Allen Rosen, Vice President, Mr. Drew Hazelton, Clerk, Mr. Derek

Ross, Member, Mrs. Denise Helfstein, Member, and Anna Stephens, Student Board Member

## **BOARD ABSENT**

None

## **STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Stew McGugan, Director of Student Support and School Safety, Mr. Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance and Operations, and Mrs. Ragini Aggarwal, Executive Assistant.

## **FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

## **REPORT ON CLOSED SESSION**

Board President, Barbara Laifman, reported that in closed session for Item III C, the Board voted unanimously to accept the settlement agreement for a special education student. The District will pay a total of \$65,000.00 to settle this case. The Board took no other action in closed session.

## **ADOPTION OF AGENDA**

Student Board Member, Anna Stephens cast a preferential vote to approve.

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

## **PUBLIC SPEAKERS**

There was one public speaker on an item on the agenda. Due to the electronic nature of this meeting and to maintain the integrity of providing an opportunity for public comment, the Board President read the public comment at the time the agenda item was called.

## **OPEN COMMUNICATIONS/PRESENTATIONS**

### **REPORT FROM BOARD MEMBERS**

Board Member Allen Rosen reported that the MAC meetings were canceled due to COVID-19. Allen thanked the staff and students for all their hard work with Distance Learning during the COVID-19 school closures.

Board Member Drew Hazelton echoed what Allen said and thanked everyone for their work. Drew also acknowledged, Ragini Aggarwal, Enoch Kwok, and everyone who was involved with putting together the virtual Marie Panec Awards ceremony and retirement reception.

Board Member Derek Ross reported that he attended the Measure S committee meeting, and he was on the panel of the Medea Creek Assistant Principal Interview. Derek thanked the staff for the excellent work all around. Derek also gave a shout out to all the culminating and graduating class of 2020.

Board Member Denise Helfstein reported that she attended the Measure S committee meeting. Denise thanked staff, students, and parents for their hard work during these really tough times. Denise also congratulated the graduating class of 2020 and wished them all the best for the future.

Board Member Barbara Laifman reported that she attended the Marie Panec Scholarship committee meeting, the Middle School Principal interview, the virtual senior scholarship awards night, and the OPEF meeting and will also be attending a direction-setting meeting of OPEF on June 8<sup>th</sup> with Dr. Knight. Barbara congratulated the graduating class of 2020 and wished them all the very best. Barbara also thanked outgoing student Board member Anna Stephens for serving on the Board for the 2019-2020 school year. Barbara also thanked Ragini Aggarwal and Enoch Kwok on their effort to organize and make these meetings possible and open to the public.

Anna Stephens student Board member reported that students are finishing up finals and looking forward to summer break. Anna read aloud a letter she wrote to the Board members.

Superintendent Tony Knight thanked Anna on her service to the Board, the community and the student body. Also, he congratulated Anna for her future role as student body president. Dr. Knight congratulated all the culminating and graduating students of Oak Park. Dr. Knight attended the Oak Park Neighborhood School drive through which was fun to participate in, and he will be attending all the drive-through for each of the culminating and graduating classes at all our schools. Dr. Knight thanked Paula Friedman and Julie Prince for putting together a beautiful senior awards night. Dr. Knight also thanked the teachers and staff, and Dr. Jay Greenlinger on the distance learning that is happening across the district during school campus closures.

## **B.1. CONSENT AGENDA**

Student Board Member, Anna Stephens cast a preferential vote to approve.

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

- a. [Approve Minutes of Regular Board Meeting April 21, 2020 and Special Board Meeting May 12, 2020](#)
- b. [Public Employee/Employment Changes 01CL24565-01CL24605 & 01CE10190-01CE10220](#)
- c. [Ratify Purchase Orders – April 1 – April 31, 2020](#)
- d. [Approve 2020-2021 Agreement for Legal Services with Fagen Friedman & Fulfroast](#)
- e. [Approve Notice of Completion for Measure S Project, 20-05S Basketball Courts Resurfacing at OPHS](#)

Student Board Member, Anna Stephens left the meeting at 6:35pm.

## **B.2. BUSINESS SERVICES**

- a. [Accept Oak Park Citizens' Oversight Committee 2019 Annual Reports for Measures C6, R, and S](#)

Soyon Hardy, a member of the Citizens Oversight Committee, presented the annual report for the 2018-2019 fiscal year to the Board.

On motion of Denise Helfstein, seconded by Allen Rosen, the Board of Education accepted the Oak Park Citizens' Oversight Committee 2019 Annual Reports for Measures C6, R, and S. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent - 0.

- b. [Review and Discuss 2020-2021 Enrollment Projections](#)

Mr. Stew McGugan, Director of Student Support and School Safety, provided information in regard to current enrollment and enrollment projections for the 2020-21 School Year.

The Board held a discussion on the data presented.

- c. [Review and Discuss Governor's May Revision for the 2020-21 State Budget Proposal](#)

Mr. Adam Rauch, Assistant Superintendent of Business Services, reviewed the Governor's



May Revision and its impact on the District's 2020-2021 proposed budget. The Board held a discussion on the information presented.

**d. [Authorize Measure S Project 20-12S Renovate Lobby at Medea Creek Middle School and Ratify Associated Contracts](#)**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education authorized Measure S Project 20-12S Renovate Lobby at Medea Creek Middle School and ratified Associated Contracts. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**e. [Authorize Measure S Project 20-13S Paint Interior of Red Oak Elementary School Administration Building and Award Associated Contract](#)**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education authorized Measure S Project 20-13S Paint Interior of Red Oak Elementary School Administration Building and awarded Associated Contract. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**f. [Authorize Measure S Project 20-14S Install Flooring at Red Oak Elementary School Administration Building and Seven Classrooms and Award Associated Contract](#)**

On motion of Drew Hazelton, seconded by Allen Rosen, the Board of Education authorized Measure S Project 20-14S Install Flooring at Red Oak Elementary School Administration Building and Seven Classrooms and awarded Associated Contract. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**g. [Approve Acceptance of Donation](#)**

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved Acceptance of Donation. Motion carried Aye: Laifman, Rosen, Ross. No - 0. AeroVironment gave a grant of \$10,000 to the Oak Park High School Rocket Team for 2020-2021. The Board accepted the grant with much gratitude.

### **B3. CURRICULUM**

**a. [Review Parents/Students Distance Learning Survey Data and Discuss COVID-19 Operations Written Report](#)**

There was one public speaker on this agenda item who submitted comments via an online form. The speaker expressed her wish that the distance learning survey had solicited and allowed for more feedback from parents in regard to what they would like to see going forward should school resume in the fall with some form of distance learning, and for a more comprehensive needs survey done sooner than later, asking parents what their distance learning needs are for the upcoming year. Board President, Barbara Laifman, read the comment aloud.

The Board received survey data completed by parents and students in regard to Oak Park Unified School District's (OPUSD) Distance Learning structure. This feedback, along with the feedback of teachers and staff, will be used to complete the required COVID-19 Operations Written Report, pursuant to the Governor's Executive Order N-56-20.

### **B4. BOARD**

**a. [Approve Resolution #2020-11 Ordering a Regular Governing Board Member Election, Ordering Consolidation with other Elections and Constituting "Specification of the Election Order" to be held on November 3, 2020](#)**

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved Resolution #2020-11 Ordering a Regular Governing Board Member Election, Ordering

Consolidation with other Elections and Constituting “Specification of the Election Order” to be held on November 3, 2020

## **B5. BOARD POLICIES**

**a. Approve Adoption of Board Policy 4033 Lactation Accommodation – First Reading**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved the Adoption of Board Policy 4033 Lactation Accommodation as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**b. Approve Amendment to Board Policy and Administrative Regulation 4116 Probationary/Permanent Status (Certificated Employees) – First Reading**

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved the amendment to Board Policy and Administration Regulation 4116 Probationary/Permanent Status (Certificated Employees) as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**c. Approve Deletion of Administrative Regulation 4117.6 – Decision Not to Rehire – First Reading**

On motion of Allen Rosen, seconded by Drew Hazelton, the Board of Education approved the deletion of Administration Regulation 4117.6 – Decision Not to Rehire as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**d. Approve Amendment to Board Policy and Administrative Regulation 4119.22/4219.22/4319.22 Dress and Grooming – First Reading**

On motion of Derek Ross, seconded by Barbara Laifman, the Board of Education approved the amendment to Board Policy and Administration Regulation 4119.22/4219.22/4319.22 Dress and Grooming as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**e. Approve Amendment to Board Policy 4216 Probationary/Permanent Status (Classified Employees) – First Reading**

On motion of Denise Helfstein, seconded by Allen Rosen, the Board of Education approved the amendment to Board Policy 4216 Probationary/Permanent Status (Classified Employees) as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

## **OPEN DISCUSSION**

The Board held a discussion on which Board members would be serving on the Re-entry Task Force and the Instructional Learning Task Force.

On motion of Barbara Laifman, seconded by Allen Rosen, there being no further business before this Board, the Regular meeting is declared adjourned at 8:49 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

**MINUTES OF SPECIAL BOARD MEETING  
BOARD OF EDUCATION**

**5-26-2020 #993**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Barbara Laifman, called the special meeting to order at 5:04 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advanced notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference special meeting on May 26th. Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit comments via an online form which opened at 4:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, and Mrs. Ragini Aggarwal, Executive Assistant.

**FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

None

**OPEN SESSION**

**A. BOARD**

**1. [Approve Date Changes for Budget Study Session/Public Hearing on Budget and June 2020 Regular Board Meeting](#)**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved Date Changes for the Budget Study Session/Public Hearing on Budget and the June 2020 Regular Board Meeting. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**ADJOURN TO CLOSED SESSION**

Board President, Barbara Laifman reported that in Closed Session the Board would be discussing:

**A. SUPERINTENDENT EVALUATION (Gov. Code §54957)**

The Board adjourned to Closed Session at 5:10 p.m.

On motion of Barbara Laifman, seconded by Derek Ross, there being no further business before this Board, the special meeting is declared adjourned at 8:25 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

**MINUTES OF SPECIAL BOARD MEETING  
BOARD OF EDUCATION**

**6-2-2020 #994**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Barbara Laifman, called the special meeting to order at 5:04 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advanced notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference special meeting on June 2nd. Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit comments via an online form which opened at 4:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, Mr. Stew McGugan, Director of Student Support and School Safety, and Mrs. Ragini Aggarwal, Executive Assistant.

**FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

**ADOPTION OF AGENDA**

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education adopted the agenda as presented except to pull item B.1. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**REPORT OF CLOSED SESSION ACTIONS TAKEN AT THE MAY 26, 2020 SPECIAL BOARD MEETING**

Board President, Barbara Laifman, reported that in closed session the Board took no action.

**PUBLIC COMMENTS**

None

**OPEN SESSION**

**A. BOARD**

**1. [Approve Resolution No. 2020-12 for the Reduction or Elimination of Certain Positions in the Classified Service](#)**

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education Approved Resolution No. 2020-12 for the Reduction or Elimination of Certain Positions in the Classified

Service. Motion carried Aye: Hazelton, Helfstein, Laifman, Ross. No - 0. Absent – 0. Board Member Allen Rosen recused himself.

2. [Approve Date Changes for Budget Study Session/Public Hearing on Budget and June 2020 Regular Board Meeting](#)

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved the Date Changes for the Budget Study Session/Public Hearing on Budget and the June 2020 Regular Board Meeting. The date was changed from June 23, 2020 to June 30, 2020 for the regular board meeting. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**ADJOURN TO CLOSED SESSION**

Board President, Barbara Laifman, reported that in Closed Session the Board would be discussing:

**A. SUPERINTENDENT EVALUATION (Gov. Code §54957)**

The Board adjourned to Closed Session at 5:26 p.m.

On motion of Barbara Laifman, seconded by Allen Rosen, there being no further business before this Board, the special meeting is declared adjourned at 6:59 p.m.

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

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

**MINUTES OF SPECIAL BOARD MEETING  
BOARD OF EDUCATION**

**6-9-2020 #995**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Barbara Laifman, called the special meeting to order at 5:03 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advanced notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference special meeting on June 9th. Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit comments via an online form which opened at 4:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, and Mrs. Ragini Aggarwal, Executive Assistant.

**FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

Board President, Barbara Laifman reported that in Closed Session the Board would be discussing:

**A. SUPERINTENDENT EVALUATION (Gov. Code §54957)**

The Board adjourned to Closed Session at 5:07 p.m.



On motion of Derek Ross, seconded by Allen Rosen, there being no further business before this Board, the special meeting is declared adjourned at 7:10 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

**MINUTES OF SPECIAL BOARD MEETING  
BOARD OF EDUCATION**

**6-16-2020 #996**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Barbara Laifman, called the special meeting to order at 6:18 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advanced notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference special meeting on June 9th. Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit comments via an online form which opened at 5:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Stew McGugan, Director of Student Support and School Safety, Byron Jones, Director of Fiscal Services, Russ Peters, President of the Oak Park Teachers Association, and Mrs. Ragini Aggarwal, Executive Assistant.

**FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

**ADOPTION OF AGENDA**

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

**REPORT OF CLOSED SESSION ACTIONS TAKEN AT THE JUNE 2, 2020 AND JUNE 9, 2020 SPECIAL BOARD MEETINGS**

Board President, Barbara Laifman, reported that in closed session the Board took no action.

**PUBLIC COMMENTS**

There was one public speaker on an item on the agenda and due to the electronic nature of this meeting and to maintain the integrity of providing an opportunity for public comment, the Board President read the public comment at the time the agenda item was called.

**OPEN SESSION**

**A. BUSINESS SESSION**

1. **Public Hearing and Board Review: 2020-21 Oak Park Unified School District Annual Budget**

Barbara Laifman opened the public hearing at 6:21 pm. There was one public speaker on this agenda item who submitted comments via an online form. The speaker expressed her concern of how the budget cuts will specifically affect the Kindergarten and 1st grade classes, especially in terms of teacher's aides and class size numbers? Dr. Knight assured the speaker that the district had no plans to raise class sizes in Kindergarten right now and also that he was not sure about the aides situation yet, as we are still waiting for the governor's budget to be released.

Public hearing closed at 6:23 pm. The board received a presentation from Assistant Superintendent of Business Services, Mr. Adam Rauch on the assumptions based on the governor's May revise and the legislature's budget proposal. The Board held a discussion on the Proposed Budget.

2. **Public Hearing and Approval of the District's Initial Proposal for Collective Bargaining Negotiations with Oak Park Teachers Association**

Barbara Laifman opened the public hearing at 8:33 pm. No Public comments. Public hearing closed at 8:33 pm. On Motion of Allen Rosen, seconded by Drew Hazelton, the Board approved the District's Initial Proposal for Collective Bargaining Negotiations with Oak Park Teachers Association. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

On motion of Derek Ross, seconded by Drew Hazelton, there being no further business before this Board, the special meeting is declared adjourned at 8:36 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: JUNE 30, 2020**  
**SUBJECT: B.1.b. RATIFY PURCHASE ORDERS – MAY 1 THROUGH JUNE 15, 2020**  

CONSENT

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**ISSUE:** Shall the Board ratify the following purchase orders issued for the period May 1 through June 15, 2020?

**BACKGROUND:** Purchase Order Report listing all purchase orders issued during the reporting period is included for the Board review. 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. The Board is requested to ratify the purchase order from May 1 through June 15, 2020.

**ALTERNATIVES:** 1. Ratify the Purchase Order Report as submitted.  
2. Do not ratify the Purchase Order Report.

**RECOMMENDATION:** Alternative No. 1

Prepared by:

Byron Jones, Director Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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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	_____	_____	_____	_____

## Includes Purchase Orders dated 05/01/2020 - 06/15/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>010-4100</b>	<b>Approved Textbooks and Core Cu</b>				
P20-00628	Office Depot Customer Service Center	004	New Classroom Filing Folders MCMS	010-4100	729.30
<b>Total:010-4100 Approved Textbooks and Core Cu</b>					<b>729.30</b>
<b>010-4200</b>	<b>Other Books and Reference Mate</b>				
P20-00579	College Board Publications PSA T/NMSQT	013	PSAT/NMSQT Test Fees/Mat & Suppl.	010-4200	5,593.00
<b>Total:010-4200 Other Books and Reference Mate</b>					<b>5,593.00</b>
<b>010-4330</b>	<b>Other Materials and Supplies N</b>				
B20-00016	J.W. Pepper & Son Inc.	012	PFA: Band and Chorus Music	010-4330	4,486.89
B20-00266	Marc Franklin dba Franklin Creative Media	013	Virtual Awards Pres/OPHS ASB	010-4330	1,931.66
P20-00588	Barnes And Noble Bookstores	005	Elementary Diversity Books	010-4330	1,361.10
P20-00592	Houghton Mifflin Harcourt	000	2020/21 / SpEd Protocols - Elementary (BES)	010-4330	210.59
P20-00593	Houghton Mifflin Harcourt	000	2020/21 - SpEd Protocols - MCMS Site	010-4330	350.91
P20-00595	Pro-Ed	000	2020/21 - SpEd Protocols (MCMS Site)	010-4330	216.91
P20-00596	PEARSON ASSESSMENTS ORDER PROC ESSING	000	2020/21 - SpEd Protocols (OPHS Site)	010-4330	115.83
P20-00597	Clarity Technical Solutions	015	Livestream graduation-OVHS/OPIS	010-4330	1,826.00
P20-00603	IMS Technology Services, Inc.	013	OPHS Virtual Comm./Trans/Oth Supp Lott.	010-4330	13,990.41
P20-00605	Aseba	000	2020/21 - SpEd Psychologist Protocols Order	010-4330	287.26
P20-00606	Multi-Health Systems Inc	000	2020/21 - SpEd Psychologist Protocols Order	010-4330	689.43
P20-00607	Curriculum Associates	000	2020/21 - SpEd Psychologist Protocols Order	010-4330	45.73
P20-00608	Pro-Ed	000	2020/21 - SpEd Psychologist Protocols Order	010-4330	787.92
P20-00609	Western Psychological Services	000	2020/21 - SpEd Psychologist Protocols Order	010-4330	674.19
P20-00615	PEARSON ASSESSMENTS ORDER PROC ESSING	000	2020/21 - SpEd Protocols - Psychs	010-4330	4,414.03
P20-00616	Curriculum Associates	000	2020/21 - SpEd Protocols - Elementary (ROES)	010-4330	45.73
P20-00617	Curriculum Associates	000	2020/21 - SpEd Protocols - OPNS preschool	010-4330	91.46
P20-00620	Riverside Assessments LLC dba Riverside Insights	000	2020/21 - SpEd Protocols - Psychs	010-4330	2,240.73
<b>Total:010-4330 Other Materials and Supplies N</b>					<b>33,766.78</b>
<b>010-4410</b>	<b>Equipment New Non-Capitalized</b>				
P20-00626	Coast Cart Inc.	013	Equip/Disc/Cart Repair	010-4410	885.68

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 05/01/2020 - 06/15/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:010-4410 Equipment New Non-Capitalized					885.68
<b>010-5600</b>	<b>Rents, Leases, and Repairs</b>				
B20-00115	Pyro-Comm Systems, Inc.	004	2019-2020 Fire Alarm Maintenance	010-5600	6,935.13
P20-00627	TIRE MAN - AGOURA, INC	013	Tires/Custodial/Oth & Suppl	010-5600	323.68
Total:010-5600 Rents, Leases, and Repairs					7,258.81
<b>010-5820</b>	<b>Other Operating Expense</b>				
B20-00266	Marc Franklin dba Franklin Creative Media	013	Virtual Awards Pres/ OPHS ASB	010-5820	268.34
B21-00001	Frontline Technologies Grp LLC	006	Absence & substitute mgmt FY 2021	010-5820	13,369.73
P20-00578	Nicole Hazz	013	ASB/Oth Oper.Exp./Dance Team	010-5820	1,140.00
P20-00590	Natl Assoc for College Admission Counseling	005	NACAC Membership	010-5820	552.34
P20-00591	Fence Factory	004	Repair Replace fence/wheel stops Tennis CourtsOPHS	010-5820	1,507.45
P20-00594	M/M Mechanical, Inc	004	Lead in Closet Ring OPHS	010-5820	250.49
P20-00597	Clarity Technical Solutions	015	Livestream graduation-OVHS/OPIS	010-5820	1,826.00
P20-00598	Venco Western Inc.	000	King James Ct. Weed Abatement	010-5820	12,800.00
P20-00602	Fence Factory	004	Repairs to gate/lock box at DO	010-5820	1,329.84
P20-00604	AML Global American Language Services	000	SpEd IEP - meeting translation (Korean)	010-5820	300.00
P20-00611	Repayment of Special Ed Services NPS	000	2019/20 - Parent Reimbursement (SETTLEMENT)	010-5820	65,000.00
P20-00614	Time of Your Life Ent.	012	Culmination: DJ - Parade	010-5820	500.00
P20-00618	REC Solar Commercial Corp	004	Repair faulty strings for Solar Panels @MCMS	010-5820	437.75
P20-00619	REC Solar Commercial Corp	004	Repair failed module connectors Solar Panels@BES	010-5820	555.28
P20-00622	VCOE	000	2019/20 - SpEd 3rd Qtr Hearing & Audiology Svs	010-5820	130.00
P20-00625	County of Ventura-Public Works	004	Kanan Shuttle Annual Transit Costs 2019-20	010-5820	23,634.50
Total:010-5820 Other Operating Expense					123,601.72
<b>010-7141</b>	<b>Excess Costs payments to Other</b>				
P20-00623	VCOE	000	SpEd - 2019/20 / Triton Excess Cost (P2)	010-7141	10,666.00
P20-00624	VCOE	000	2019/20 - SpEd Excess Cost (Tuition) - VCOE P2	010-7141	31,349.00
Total:010-7141 Excess Costs payments to Other					42,015.00
<b>211-4410</b>	<b>Equipment New Non-Capitalized</b>				
P20-00550	His Glassworks, Inc.	004	Proj 19-19S Art Court Equipment OPHS	211-4410	4,289.42
P20-00577	Denver Glass Machinery Inc.	004	Proj 19-19S Art Court Equipment OPHS	211-4410	5,094.88

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 05/01/2020 - 06/15/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-00599	Natural Pod Services Inc.	004	Proj 18-21S New Classroom Furniture @MCMS	211-4410	219,089.58
P20-00600	Natural Pod Services Inc.	004	Proj 20-12S Lobby Furniture @MCMS	211-4410	13,299.00
P20-00601	IKONICS Corporation	004	Proj 19-19S Art Court Equipment OPHS	211-4410	7,429.49
P20-00610	Geil Kilns	004	Proj 19-19S Art Court Kiln Delivery & Install	211-4410	12,850.38
Total:211-4410 Equipment New Non-Capitalized					262,052.75
<b>211-6209</b>	<b>Main Construction-Buildings</b>				
P20-00580	Edward D. Glaze III dba Approved Carpet Care	004	Proj 20-11S Girls Restroom Bldg C @ROES	211-6209	500.00
P20-00581	Interstate Restoration, LLC	004	Proj 20-12S Renovate Lobby @Medea Creek MS	211-6209	4,433.45
P20-00582	Interstate Restoration, LLC	004	Proj 20-10S Exterior Repairs to Portables @MCMS	211-6209	19,993.26
P20-00583	Interstate Restoration, LLC	004	Proj 20-10S Exterior Repairs to Portables at BES	211-6209	39,840.63
P20-00584	Reliable Floor Coverings, Inc	004	Proj 20-12S Finish & Install Lobby Floor @MCMS	211-6209	2,975.00
P20-00585	LRW Enterprises dba The Groutsmith	004	Proj 20-11S Clean/Sanitize, Bldg B Restrooms ROES	211-6209	900.00
P20-00586	Reliable Floor Coverings, Inc	004	Proj 20-11S New Flooring Bldg C Boys Restroom ROES	211-6209	8,415.00
P20-00587	Reliable Floor Coverings, Inc	004	Proj 20-11S Floors Admin Bldg Staff Restroom ROES	211-6209	6,921.00
P20-00612	Interstate Restoration, LLC	004	Proj 20-13S Paint Admin Bldg @ROES	211-6209	17,600.88
P20-00613	Reliable Floor Coverings, Inc	004	Proj 20-14S Floors Admin Bldg/7 Classrooms ROES	211-6209	49,125.00
P20-00621	LRW Enterprises dba The Groutsmith	004	Proj 20-11S Clean/Sanitize Restroom Walls ROES	211-6209	2,225.00
Total:211-6209 Main Construction-Buildings					152,929.22
<b>211-6250</b>	<b>Architect/Engineering Services</b>				
P18-00556	Harley Ellis Devereaux	004	Pro 18-20S - Modular Classroom Replacement - ROES	211-6250	4,303.50
				211-6250	195,711.66
				211-6250	162,978.84
Total:211-6250 Architect/Engineering Services					362,994.00
<b>211-6259</b>	<b>Other Costs/Planning/Change Or</b>				
P20-00589	Office Depot Customer Service Center	004	Proj 18-21S Moving Boxes for Teachers MCMS	211-6259	360.27
Total:211-6259 Other Costs/Planning/Change Or					360.27
<b>211-6290</b>	<b>Inspection</b>				
P20-00481	MTGL, Inc.	004	Pro 18-21S MCMS Classrm Modular Inspection Svs	211-6290	42,864.00

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

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## Includes Purchase Orders dated 05/01/2020 - 06/15/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:211-6290 Inspection					42,864.00
<b>211-6400</b>	<b>Equipment \$5000+</b>				
T20-00020	Digital Scepter Corporation	007	Proj. 20-09S Network Firewall Refresh	211-6400	285,523.75
Total:211-6400 Equipment \$5000+					285,523.75
Total Number of POs				60	
				Total	1,320,574.28

## Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	38	200,480.56
Total Fiscal Year 2020			200,480.56
010	General Fund	1	13,369.73
Total Fiscal Year 2021			13,369.73
211	Measure S Facilities & Tech	1	4,303.50
Total Fiscal Year 2018			4,303.50
211	Measure S Facilities & Tech	1	195,711.66
Total Fiscal Year 2019			195,711.66
211	Measure S Facilities & Tech	21	906,708.83
Total Fiscal Year 2020			906,708.83
Total			1,320,574.28

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: JUNE 30, 2020**

**SUBJECT: B.1.c. APPROVE CONTRACTS FOR NON-PUBLIC SCHOOL AND RESIDENTIAL PLACEMENT AND SERVICES FOR SPECIAL EDUCATION STUDENT (#2-19/20; #3-19/20; #1-20/21)**

CONSENT

**ISSUE:** Shall the Board of Education approve these contracts for non-public school and residential placement and services for this student?

**BACKGROUND:** In April 2020, the IEP team recommended a change in residential placement to Greenacres Homes for this eleven-year-old fifth grade student. Greenacres Homes is certified by the state as a residential placement and has a certified non-public school on-site. In May 2020, the student's residential placement was changed by the IEP team from Greenacres Homes to Devereux Texas.

**FISCAL IMPACT:** The cost of the non-public school and residential placement at Greenacres was \$12,827.46. Devereux Texas is certified by the state as a residential placement and has a certified non-public school on-site. The cost for Devereux for the remainder of the 2019-2020 year for residential and non-public school placement is \$12,414.69. The cost for Devereux for the 2020-2021 school year is \$137,758.46 for residential and non-public school placement. The District receives an estimated \$8,000.00 in LCFF funds each year for students in grades 4-6; this will offset the cost of the placement.

**ALTERNATIVES:**

1. Approve these contracts for residential and non-public school placement and services for this student.
2. Do not approve this contract for residential and non-public school placement and services for this student.

**RECOMMENDATION:** Alternative #1

Prepared by: Susan Roberts, Director of Pupil 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	_____	_____	_____	_____

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>		Oak Park Unified School District	
<b>Address</b>		5801 Conifer Street	
<b>City, State Zip</b>		Oak Park, CA 91377	
<b>LEA Case Manager</b>		Susan Roberts	
<b>Phone and E-Mail</b>		sroberts@opusd.org	
<b>Student Last Name</b>		<b>Student First Name</b>	
<b>Grade</b>		<b>D.OB.</b>	
		<b>Sex</b>	
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>	
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Home Phone</b>		<b>Work</b>	<b>Cell</b>
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>	
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Home Phone</b>		<b>Work</b>	<b>Cell</b>

<b>Nonpublic School/Agency</b>		Devereux Victoria Children's Program (#1-2020/2021)	
<b>Address</b>			
<b>City, State, Zip</b>			
<b>IEP Coordinator Name</b>			
<b>Phone</b>	281 316 5433	<b>Fax</b>	281 316 5433
<b>E-Mail</b>			
<b>Program Administrator Name</b>		Penny Milner, Contracts Manager	
<b>Phone</b>		<b>Fax</b>	
<b>E-Mail</b>			
<b>Education Schedule – Regular School Year</b>			
<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Education Schedule – Extended School Year</b>			
<b>Number of Days</b>	200	<b>Number of Weeks</b>	
<b>Contract Begins</b>	July1, 2020	<b>Ends</b>	June 30, 2021

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
<b>A. BASIC EDUCATION</b> <i>Positive attendance only</i>				\$187.72		200		\$37,544.00
<b>B. RELATED SERVICES</b>								
1. Mental Health Support				\$73.88		366		\$27,040.08
2. Room and Board				\$199.93		366		\$73,174.38
3. Speech/Language								
a. Group								
b. Individual								
c. Consultation								

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
4. Occupational Therapy a. Therapy b. Consultation								
					TOTAL COST			\$137,758.46

TAL ESTIMATED MAXIMUM RELATED SERVICES COSTS:

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION and RELATED SERVICES COSTS:

Other Provisions/Attachments:

Progress Reporting Requirements:  X  Quarterly   Monthly   Other (Specify  )

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
Oak Park Unified School District

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

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

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on April 10, 2020 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on May 29, 2020 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Oak Park Unified School District	
Address		5801 Conifer Street	
City, State Zip		Oak Park, CA 91377	
LEA Case Manager		Susan Roberts	
Phone and E-Mail		sroberts@opusd.org	
Student Last Name		Student First Name	
Grade		D.O.B.	
		Sex	
Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			
Home Phone		Work	Cell
Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			
Home Phone		Work	Cell

Nonpublic School/Agency		Greenacres Homes & School (#2-2019/2020)	
Address		438 Eddie Lane	
City, State, Zip		Sebastopol, CA 95472	
IEP Coordinator Name			
Phone	(707) 823-8722	Fax	707-823-5070
E-Mail			
Program Administrator Name			
Phone		Fax	
E-Mail			
Education Schedule – Regular School Year			
Number of Days		Number of Weeks	
Education Schedule – Extended School Year			
Number of Days		Number of Weeks	
Contract Begins	April 10, 2020	Ends	May 29, 2020

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
<b>A. BASIC EDUCATION</b> <i>Positive attendance only</i>				175.06	19			\$3,326.14
<b>B. RELATED SERVICES</b>								
1. Mental Health Support	Individual group			78.76 39.38	5 4			\$393.80 \$157.52
2. Room and Board				8,950.00	Per month			\$8,950.00
3. Speech/Language								



**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on May 29, 2020 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>		Oak Park Unified School District	
<b>Address</b>		5801 Conifer Street	
<b>City, State Zip</b>		Oak Park, CA 91377	
<b>LEA Case Manager</b>		Susan Roberts	
<b>Phone and E-Mail</b>		sroberts@opusd.org	
<b>Student Last Name</b>		<b>Student First Name</b>	
<b>Grade</b>		<b>D.OB.</b>	
		<b>Sex</b>	
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>	
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Home Phone</b>		<b>Work</b>	<b>Cell</b>
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>	
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Home Phone</b>		<b>Work</b>	<b>Cell</b>

<b>Nonpublic School/Agency</b>		Devereux Victoria Children's Program (#3-2019/2020)	
<b>Address</b>			
<b>City, State, Zip</b>			
<b>IEP Coordinator Name</b>			
<b>Phone</b>	281 316 5433	<b>Fax</b>	281 316 5433
<b>E-Mail</b>			
<b>Program Administrator Name</b>		Penny Milner, Contracts Manager	
<b>Phone</b>		<b>Fax</b>	
<b>E-Mail</b>			
<b>Education Schedule – Regular School Year</b>			
<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Education Schedule – Extended School Year</b>			
<b>Number of Days</b>	200	<b>Number of Weeks</b>	
<b>Contract Begins</b>	May 29, 2020	<b>Ends</b>	June 30, 2021

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>				\$187.72		18		\$3,378.96
B. RELATED SERVICES								
1. Mental Health Support				\$73.88		33		\$2,438.04
2. Room and Board				\$199.93		33		\$6,597.69
3. Speech/Language a. Group b. Individual c. Consultation								



SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
4. Occupational Therapy a. Therapy b. Consultation								
TOTAL COST								\$12,414.69

TAL ESTIMATED MAXIMUM RELATED SERVICES COSTS:

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION and RELATED SERVICES COSTS:

Other Provisions/Attachments:

Progress Reporting Requirements:  X  Quarterly   Monthly   Other (Specify  )

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

Oak Park Unified School District

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Anthony W. Knight, Ed.D.

(Name of Superintendent or Authorized Designee)

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.d. APPROVE DESIGNATION OF THE 2020-2021 DISTRICT/SCHOOL REPRESENTATIVES TO CALIFORNIA INTERSCHOLASTIC FEDERATION LEAGUES**

CONSENT

**ISSUE:** Shall the Board of Education appoint a representative and alternate for Oak Park High School to the California Interscholastic Federation (CIF) Leagues for the 2020-2021 school year?

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

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve appointment of Tim Chevalier as representative and Jason Meskis as alternate for Oak Park High School to California Interscholastic Federation (CIF) Leagues for the 2020-2021 school year.
2. Do not approve appointment of Tim Chevalier as representative and Jason Meskis as alternate for Oak Park High School to California Interscholastic Federation (CIF) Leagues for the 2020-2021 school year.
3. Board of Education can approve appointment of an alternative representative of their choice.

**RECOMMENDATION:** Alternative #1.

Respectfully submitted,

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

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

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



TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 15, 2020

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2020-2021**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than June 28, 2020 directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.

## 2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2020.**

Oak Park Unified School District/Governing Board at its June 30, 2020 meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Oak Park High School  
NAME OF REPRESENTATIVE Tim Chevalier POSITION Athletic Director  
ADDRESS 899 Kanan Road CITY Oak Park, CA ZIP 91377  
PHONE 818-735-3300 FAX 818-707-7970 E-MAIL tchevalier@opusd.org

\*\*\*\*\*

NAME OF SCHOOL Oak Park High School  
NAME OF REPRESENTATIVE Jason Meskis POSITION Assistant Principal  
ADDRESS 899 Kanan Road CITY Oak Park, CA ZIP 91377  
PHONE 818-735-3300 FAX 818-707-7970 E-MAIL jmeskis@opusd.org

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

Superintendent's or Principal's Name Anthony Knight Ed.D. Signature \_\_\_\_\_

Address 5801 Conifer Street City Oak Park, CA Zip 91377

Phone 818-735-3206 Fax 818-879-0372

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**  
**SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

## **CIF SECTION OFFICES**

### **CIF CENTRAL SECTION**

Jim Crichlow, Commissioner  
P.O. Box 1567  
Porterville, CA 93258  
Phone: (559) 781-7586  
Fax: (559) 781-7033  
Email: jcrich@cifcs.org

### **CIF CENTRAL COAST SECTION**

Duane Morgan, Commissioner  
333 Piercy Road  
San Jose, CA 95138  
Phone: (408) 224-2994  
Email: dmorgan@cifccs.org

### **CIF LOS ANGELES SECTION**

Vicky Lagos, Commissioner  
10660 White Oak Avenue, Suite 216  
Granada Hills, CA 91344  
Phone: (818) 767-0800  
Email: vlagos@cif-la.org

### **CIF NORTH COAST SECTION**

Pat Cruickshank, Commissioner  
5 Crow Canyon Court, Suite 209  
San Ramon, CA 94583  
Phone: (925) 263-2110  
Email: slivingston@cifncs.org

### **CIF NORTHERN SECTION**

Elizabeth Kyle, Commissioner  
2241 St. George Lane, Suite 2  
Chico, CA 95926  
Phone: (530) 343-7285  
Email: lkyle@cifns.org

### **CIF OAKLAND SECTION**

Franky Navarro, Commissioner  
1000 Broadway, Ste. 150  
Oakland, CA 94607  
Phone: (510) 879-2846  
No fax number

### **CIF SAC-JOQUIN SECTION**

Michael Garrison, Commissioner  
P.O. Box 289  
Lodi, CA 95241  
Phone: (209) 334-5900  
Email: kjohnson@cifsjs.org

### **CIF SAN DIEGO SECTION**

Joe Heinz, Commissioner  
3636 Camino Del Rio North #200  
San Diego, CA 92108  
Phone: (858) 292-8165  
Email: stacycifsds@gmail.com

### **CIF SAN FRANCISCO SECTION**

Don Collins, Commissioner  
555 Portola Drive, Bungalow 2  
San Francisco, CA 94131  
Phone: (415) 920-5185  
Fax: (415) 920-5189

### **CIF SOUTHERN SECTION**

Rob Wigod, Commissioner  
10932 Pine Street  
Los Alamitos, CA 90720  
Phone: (562) 493-9500  
Email: sharonh@cifss.org

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: B.1.e. APPROVE STUDENT TEACHER AGREEMENT WITH  
CALIFORNIA LUTHERAN UNIVERSITY - AUGUST 1, 2020  
THRU JUNE 30, 2025**

CONSENT

**ISSUE:** Shall the Board of Education enter into Student Teaching Agreement with, California Lutheran University commencing, August 1, 2020 until June 30, 2025?

**STATEMENT:** Board Policy 4112.21 permits the District to enter into agreements with a state college/university or private college/university accredited by the State Board of Education as a teacher education institution, to provide supervised student teaching experience. The student teacher agreement with California Lutheran University follows for the Board's review.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve Student Teaching Agreement with California Lutheran University commencing, August 1, 2020 thru June 30, 2025 and authorize the Superintendent/Designee to sign the agreement on behalf of the District.
2. Do not approve Student Teaching Agreement with California Lutheran University.

**RECOMMENDATION:** Alternative #1

Prepared by: Leslie Heilbron, Ed.D., Assistant Superintendent, HR

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	_____	_____	_____	_____

# **California Lutheran**

## **UNIVERSITY**

### **STUDENT TEACHING CONTRACT**

**This Agreement is made between California Lutheran University ("CLU") and Oak Park Unified School District ("Facility").**

### **RECITALS**

**A. CLU has established an approved program of special training entitled the Student Teacher Program, to provide initial teaching experience through supervised teaching to students enrolled in teacher training curricula (the "Program"); multiple and single subject and educational specialist initial credentials.**

**B. Program requires supervision and facilities where students can obtain the clinical learning experience required in the curriculum; and**

**C. Facility has the clinical setting, supervision, and equipment needed by Program trainees as part of their practical learning experience.**

### **TERMS**

**In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and Facility agree as follows:**

#### **1.0 Obligations of Facility.**

**1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with CLU's academic calendar. Clinical learning experience shall include supervised teaching in schools and classes of the Facility, not to exceed ten (10) semester units of supervised student teaching for up to 75 full time individual students during the academic year, and/or up to ten (10) CLU students possessing valid internship credentials and enrolled with CLU for supervised teaching in schools or classes of the Facility, and under the direct supervision and instruction of Facility's employees as agreed upon by duly authorized representatives of Facility and CLU. Professional development schools are exempt from the unit limitation.**

**1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. This will involve working with CLU faculty and staff to assign students to specific clinical cases and experiences, and include the students in selected conferences, clinics, courses, and programs conducted under the direction of Facility. "Supervised teaching" as used in the contract means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of Facility holding valid professional clear credentials, authorizing them**

to serve as classroom teachers in the school or classes in which the supervised teaching is provided. It is understood that in no case shall students in learning situations replace regular staff. CLU students enrolled in the clinical experience shall receive a minimum of fifteen (15) weeks of supervision, in conformity with Title 5, California Administrative Code, Sections 6130 (f) (2) and 6160 (f) (2). The clinical experience shall commence on the date the student presents the assignment card and attendant CLU documents to the designated Facility employee.

1.3 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.4 Facility shall provide to the teacher candidate appropriate access to student records, including CELDT scores, IEP goals and objectives, and other student demographic data as required by CalTPA.

1.5 Facility will assist the teacher candidate in obtaining parent permission to use student work and the videotaping of lessons for the express purpose of CalTPA requirements.

1.6 Facility will recommend to CLU the withdrawal of a Program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist CLU, if necessary, in implementing this recommendation.

1.7 Facility reserves the right, exercisable in its discretion after consultation with CLU, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

1.8 Facility shall provide all equipment and supplies needed for clinical instruction at Facility.

1.9 Facility shall arrange for emergency care in case of illness or accident to any participating student.

## **2.0 Obligations of CLU.**

2.1 CLU will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.

2.2 CLU will withdraw a student from the clinical program at Facility if, after consultation with Facility personnel, CLU determines such action to be warranted.

2.3 CLU will prohibit the publication by the students, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.



2.4 CLU, through Office of the Dean of the Graduate School of Education or Coordinator of Candidate Placement, after consultation with Facility, shall plan and oversee the educational program for student clinical experiences.

2.5 CLU will ensure that all candidates have passed subject matter competency, have been fingerprinted and issued a Certificate of Clearance, and have passed all state and university requirements prior to being placed in the classroom.

2.6 CLU will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of CLU.

2.7 Instructors and students at CLU will abide by the rules and policies of Facility while using its facilities.

### **3.0 Term.**

3.1 This agreement will commence on August 1, 2020 and is valid for five years.

### **4.0 Application of Facility's Rules.**

CLU students, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules directly relate to clinical training. CLU students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

### **5.0 Reservation of Rights: Placement.**

CLU and Facility each reserve the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **6.0 Insurance Hold Harmless.**

6.1 CLU agrees to render a certificate of liability insurance to Facility indicating coverage of CLU and its agents, employees, and students for their acts, failure to act, or negligence arising out of or caused by the activity which is the subject of this Agreement.

6.2 Facility agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of

Facility, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement.

#### **7.0 Laws, Rules, and Regulations: Non-Discrimination.**

7.1 Facility and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

#### **8.0 Remuneration.**

8.1 CLU shall pay Facility's supervising teachers for the performance of all services required to be performed under this contract at the rate indicated on the annual cooperating teacher agreement (see Appendix A).

8.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of CLU for any services performed or activity required in connection with matters associated with this Agreement.

#### **9.0 Use of Name; Advertising.**

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other-party.

#### **10.0 Termination**

Either party may terminate this agreement upon 30 day's written notice to the other party except that if CLU terminates this agreement based on lack of funding, the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

#### **11.0 Non-Assignment and Subcontracting.**

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

**12.0 Entire Agreement; Modification.**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

**13.0 Governing Law.**

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

**14.0 Consideration.**

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

**15.0 Severability.**


In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

**16.0 Waiver.**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

California Lutheran University:

By:   
(Signature)

Karen Davis  
(Printed Name)

V.P. for Administration & Finance  
(Title)

Facility: Oak Park Unified School District

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: B.1.f. APPROVE STUDENT TEACHER AGREEMENT WITH  
AZUSA PACIFIC UNIVERSITY - JULY 1, 2020  
THRU JUNE 30, 2025**

CONSENT

**ISSUE:** Shall the Board of Education enter into Student Teaching Agreement with, Azusa Pacific University commencing, July 1, 2020 until June 30, 2025?

**STATEMENT:** Board Policy 4112.21 permits the District to enter into agreements with a state college/university or private college/university accredited by the State Board of Education as a teacher education institution, to provide supervised student teaching experience. The student teacher agreement with Azusa Pacific University follows for the Board's review.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve Student Teaching Agreement with Azusa Pacific University commencing, July 1, 2020 until June 30, 2025 and authorize the Superintendent/Designee to sign the agreement on behalf of the District.
2. Do not approve Student Teaching Agreement with Azusa Pacific University.

**RECOMMENDATION:** Alternative #1

Prepared by: Leslie Heilbron, Ed.D., Assistant Superintendent, HR

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	_____	_____	_____	_____



## **MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Oak Park Unified School District, hereinafter called the **DISTRICT**:

### **W I T N E S S E T H**

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully accredited educational programs for its candidates; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

### **GENERAL TERMS AND CONDITIONS**

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

**6. Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

**TEACHER EDUCATION FIELD EXPERIENCE**

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be



required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

### **TEACHER EDUCATION STUDENT TEACHING**

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

### **TEACHER EDUCATION INTERN TEACHING**

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM**

“Practicum” as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK**

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.



The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN**

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By: \_\_\_\_\_

Name: Anita Fitzgerald Henck

Title: Dean, School of Education

Date: \_\_\_\_\_

Azusa Pacific University

School of Education

P.O. Box 7000

Oak Park Unified School District

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.g. CERTIFY 2019-20 ANNUAL ATTENDANCE REPORT**

CONSENT

**ISSUE:** Shall the Board receive and certify the 2019-20 Annual Attendance Report recording the District's Average Daily Attendance (ADA) ending with the tenth and final school month of the reporting period?

**BACKGROUND:** The District's Local Control Funding Formula (LCFF) funding is based on its ADA, which requires the governing board of each school district to certify actual student attendance to the State Superintendent of Instruction at three key times each school year. The First Period Attendance Report, commonly referred to as P-1, is certified and filed with the State at the end of the fourth school month. The Second Period Attendance Report, referred to as P-2, certifies the ADA through April 15 of the reporting year. The District's actual LCFF funding is based on the P-2 Report. This year as a result of Governor Newsom's Executive Order on March 13, 2020, local educational agencies (LEAs) will not be penalized for not offering regular school days as result of closure due to the coronavirus (COVID-19) situation. LEAs that certify that they closed school due to COVID-19 will not receive instructional day and minute penalties for COVID-19 closures. Average Daily Attendance will be based on full school months only from July 1 to February 29 for the 2019-20 academic year. The third and final report, the Annual Report, is certified and filed at the conclusion of the fiscal year. Lottery funding is based on the Annual ADA Report.

The third reporting period of the 2019-20 school year concluded at the end of May 2020, and the District's Annual ADA Report is now provided for the Board's review and certification.

**FISCAL IMPACT:** None; ensures compliance with statutory attendance reporting requirements.

**RECOMMENDATION:** Certify the 2019-20 Annual Attendance Report.

Prepared by: Lynn Framer, Senior Accountant, Fiscal Services  
Byron Jones, Director, Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

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Anthony W. Knight, Ed.D.  
Superintendent

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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	_____	_____	_____	_____

# Certification

County: Ventura

Fiscal Year: 2019-20

District: Oak Park Unified

Annual

CDS CODE 56 73874

## Attendance School District

I hereby certify that, to the best of my knowledge, all data have been compiled and reported in accordance with all applicable laws, regulations and instructions.

School District Superintendent:



Date:

6/23/2020

County Superintendent of Schools:

Date:

Any inquiries concerning this report should be directed to:

CONTACT NAME

LYNN FRAMER

PHONE

018.735.3244

FAX

018.865.0467

E-mail

lframer@opusd.org

**Attendance School District**

County: Ventura

Fiscal Year: 2019-20

District: Oak Park Unified

Annual

CDS CODE 56 73874

Certificate Number: 5B1284B8

Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	1,097.41	947.01	722.89	1,603.84	4,371.15
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	A-2	1.28	0.31	0.33	0.17	2.09
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.59	0.00	0.00	0.59
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.11	0.00	0.00	0.11
Community Day School [EC 48660] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (Sum of A-1 through A-5)</b>	<b>A-6</b>	<b>1,098.69</b>	<b>948.02</b>	<b>723.22</b>	<b>1,604.01</b>	<b>4,373.94</b>
<b>Other</b>						
Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-1	3.53	18.96	28.99	110.63	162.11
Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-2	0.00	0.00	0.00	0.00	0.00

**Attendance School District**

County: Ventura

Fiscal Year: 2019-20

District: Oak Park Unified

Annual

CDS CODE 56 73874

Certificate Number: 5B1284B8

Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-3	0.00	0.00	0.00	0.00	0.00
Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-4	0.00	0.00	0.00	0.00	0.00
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)	B-5	73.19				73.19
ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-6				37.29	37.29
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-7					0.00

**Attendance School District**

County: Ventura

Fiscal Year: 2019-20

District: Oak Park Unified

Annual

CDS CODE 56 73874

Certificate Number: 5B1284B8

Prior Year ADA Adjustment (P-1 and P-2 only)		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
<p>Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051(a) (2) (B)].</p>						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-1	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-2	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (C-1 + C-2)</b>	<b>C-3</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<p>Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051(a) (2) (C)].</p>						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (C-4 + C-5)</b>	<b>C-6</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



Attendance School District

County: Ventura

Fiscal Year: 2019-20

District: Oak Park Unified

Annual

CDS CODE 56 73874

Certificate Number: 5B1284B8

Prior Year P-2 ADA attributable to district  
resident pupils attending a non-charter school  
[EC 42238.052].

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00
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Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00
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ADA Totals (C-7 + C-8)	C-9	0.00	0.00	0.00	0.00	0.00
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Gain or Loss of ADA due to a Reorganization or  
Transfer of Territory [EC 42238.05 (a) (3)]. If  
the ADA adjustment is a loss, report the loss  
as a negative number in Line C-10 or C-11.

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00
--	------	------	------	------	------	------

Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00
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ADA Totals (C-10 + C-11)	C-12	0.00	0.00	0.00	0.00	0.00
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**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.h. APPROVE RENEWAL AGREEMENT WITH VENTURA COUNTY OFFICE OF EDUCATION FOR 2020-21 ESCAPE FINANCIAL AND PAYROLL/PERSONNEL SYSTEM SERVICES**

CONSENT

**ISSUE:** Shall the Board approve a renewal agreement with the Ventura County Office of Education (VCOE) to provide financial and payroll/personnel data processing services for the 2020-21 fiscal year?

**BACKGROUND:** The District has historically contracted annually with VCOE to provide data processing services. The scope of these services currently includes the hosting and support of the Escape Financial and Payroll/Personnel Systems. The current contract with VCOE for these services expires June 30, 2020. The fee for services is calculated on the District's prior year P-2 ADA, and VCOE has proposed to renew the agreement for the 2020-21 fiscal year in the amount of \$43,738.30 (2019-20 P-2 ADA [4373.83] x \$10.00). A copy of the renewal agreement follows for the Board's review.

**FISCAL IMPACT:** The cost of the proposed services is included in the Business and Administrative Services departmental budget for 2020-21.

**ALTERNATIVES:**

1. Approve the renewal agreement with VCOE to provide financial and payroll/personnel data processing services for the 2020-21 fiscal year.
2. Do not approve the renewal.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, 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	_____	_____	_____	_____



## AGREEMENT FOR ESCAPE FINANCIAL & PAYROLL/PERSONNEL SYSTEM

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

It is Hereby Agreed between the Parties as Follows:

### 1. Time Period

VCOE agrees to furnish the LEA services in processing and reporting for the fiscal year July 1, 2020 through June 30, 2021 and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

### 2. Services Provided

VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System. Secured access through VPN and two-factor authentication.

### 3. Exclusions

Software support does not include:

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

### 4. Charges

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

LEA P2 ADA	Per ADA Factor	TOTAL FEE DUE 20-21
4,373.83	\$10.00	\$43,738.30


### 5. Payment Schedule

The District agrees that the ADA based fees shall be paid in a single installment once invoiced and payable no later than December.

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

\_\_\_\_\_  
LEA Authorized Representative

Approved this 1<sup>st</sup> day of July, 2021.

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.i. APPROVE RESOLUTION NO. 2020-13, APPROPRIATION AND BUDGETED TRANSFERS FISCAL YEAR 2020-21**

CONSENT

**ISSUE:** Shall the Board of Education authorize transfers of budget appropriations and budgeted transfers of monies between funds as needed during the fiscal year in order to balance expenditure classifications or to meet the budgeted obligations of one fund to another?

**BACKGROUND:** Certain interfund transfers are budgeted each year such as deferred maintenance, or District contributions for technology. This resolution authorizes the business office to make transfers when the funds are needed. During the year, as expenditures are made and income received, it is often necessary to make revisions to line item budgets. These revisions are generally a shifting of appropriations from one major object code to another without increasing the site or program allocation. These types of revisions keep the line item budget appropriation and expenditures in balance.

**FINANCIAL IMPACT:** None

**ALTERNATIVES:**

1. Adopt Resolution No. 2020-13 Appropriation and Budgeted Transfers for 2020-21.
2. Do not adopt Resolution No. 2020-13.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, 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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2020-13**

**APPROPRIATION AND BUDGETED TRANSFERS FISCAL YEAR 2020-21**

**WHEREAS**, the Oak Park Unified School District budgets certain transfers and revises its appropriation budgets periodically to permit the payment of obligations of the district, and

**WHEREAS**, the District may authorize a district employee to make such transfers between the budgeted classifications and/or funds in order to balance expenditure classifications or to meet the budgeted obligations of one fund to another,

**THEREFORE, BE IT RESOLVED** that the Oak Park Unified School District authorizes the transfers necessary to permit business as usual during the 2020-21 fiscal year. These transfers are to be presented to the Governing Board for ratification at the next regularly scheduled board meeting.

**ADOPTED** this 30th day of June 2020, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES: \_\_\_\_\_

NOS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

---

Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.j. APPROVE RESOLUTION NO. 2020-14, TEMPORARY LOANS  
BETWEEN DISTRICT FUNDS FOR FISCAL YEAR 2020-21**

CONSENT

**ISSUE:** Shall the Board of Education adopt Resolution No. 2020-14 to authorize temporary loans between funds during times when cash flow suffers prior to receipt of tax deposits or State revenues?

**BACKGROUND:** In the past, it has been necessary for the General Fund to borrow from other District funds in order to meet financial obligations. The General Fund receives its major tax receipt deposits in December and April, and the temporary loans permit payments to retail vendors and for employee payroll to continue during the low cash flow months.

During the 2020-21 fiscal year, the District will be participating in a Revenue and Tax Anticipations Note (TRAN) program, which helps alleviate cash flow issues. It is still prudent, however, to have this resolution on file should the need arise. This resolution will enable the Administration to transfer the necessary funds to ensure continued business as usual. The resolution allows temporary loans between the General Fund and other funds until State revenues are received.

**FINANCIAL IMPACT:** None

**ALTERNATIVES:** 1. Adopt Resolution No. 2020-14, Temporary Loans Between District Funds.  
2. Do not adopt Resolution No. 2020-14.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, 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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2020-14**

**TEMPORARY LOANS OF FUND MONIES FISCAL YEAR 2020-21**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred.

**WHEREAS**, when there are insufficient funds to meet district obligations in the fund, and

**WHEREAS**, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

**WHEREAS**, repayment of the temporary loan will be made from income received,

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Oak Park Unified School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2020-21 fiscal year.

**ADOPTED** this 30th day of June 2020, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

---

Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.k. APPROVE RESOLUTION NO. 2020-15, YEAR END BUDGET AND INTERFUND TRANSFERS FOR FISCAL YEAR 2019-20**

CONSENT

**ISSUE:** Shall the Board of Education authorize the Director of Fiscal Services to make any and all necessary budget transfers as required to permit the payment of obligations incurred by the District for the fiscal year ending June 30, 2020?

**BACKGROUND:** As the District closes its financial books for 2019-20, certain budget transfers must occur to permit the payment of obligations incurred during the fiscal year. Much of the work closing the books occurs during summer months when the Board is not in session. It is therefore necessary for the Board to authorize an employee to make these budget transfers. Accordingly, the Administration recommends that the Board adopt Resolution No. 2020-15, authorizing the Director of Fiscal Services to make any and all necessary budget transfers to permit the payment of obligations incurred by the District for the fiscal year ending June 30, 2020.

**FINANCIAL IMPACT:** None

**ALTERNATIVES:**

1. Adopt Resolution No. 2020-15, Year End Budget and Interfund Transfers for fiscal year 2019-20.
2. Do not adopt Resolution No. 2020-15.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, 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	_____	_____	_____	_____



**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2020-15**

**YEAR END BUDGET AND INTERFUND TRANSFERS FISCAL YEAR 2019-20**

**BE IT RESOLVED** that the Oak Park Unified School District Board of Education does hereby authorize the Director of Fiscal Services to make any and all necessary budget transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications or balance of any expenditure classification of the budget of the district for the year ending June 30, 2020, as necessary to permit the payment of obligations incurred by the District.

**PASSED AND ADOPTED** this 30th day of June 2020, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES: \_\_\_\_\_

NOS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

---

Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.I. APPROVE RESOLUTION NO. 2020-16, AUTHORITY TO IMPROVE  
COMPENSATION FOR CERTAIN CATEGORIES OF EMPLOYEES  
AFTER JULY 1, 2020**

CONSENT

**ISSUE:** Shall the Board adopt Resolution No. 2020-16, reserving the right to grant future compensation improvements to employees not covered by labor contracts?

**BACKGROUND:** In accordance with information received from the Ventura County Office of Education, it is requested that the Board of Education take action to reserve the right and maintain the authority to improve compensation for certain categories of unrepresented employees after July 1, 2020.

It is recommended that the Board approve the following Resolution No. 2020-16, reserving the right to grant to unrepresented employees, including those who are members of the confidential, supervisory, and management groups, and as such are not covered by labor contracts, the right to compensation improvements. This Resolution would remove any doubt that the Board of Education has the right to improve compensation to non-represented employees on or after July 1, 2020, and to set the amounts and effective date of any such improvements. Approval of this resolution is required by law and provides maximum flexibility to revise compensation schedules following final state budget decisions and completion of collective bargaining contract negotiations.

**ALTERNATIVES:**

1. Adopt Resolution No. 2020-16, Authority to Improve Compensation for Certain Categories of Employees After July 1, 2020.
2. Do not adopt Resolution No. 2020-16.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, 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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2020-16**

**AUTHORITY FOR THE BOARD OF EDUCATION TO IMPROVE COMPENSATION FOR  
CERTAIN CATEGORIES OF EMPLOYEES AFTER JULY 1, 2020**

**THE BOARD OF EDUCATION OF THE OAK PARK UNIFIED SCHOOL DISTRICT HEREBY RESERVES** the right to grant to unrepresented employees, including those who are members of the confidential, supervisory, and management groups, and as such are not covered by labor contracts, the right to compensation improvements. This Resolution would remove any doubt that the Board of Education has the right to improve compensation to non-represented employees on or after July 1, 2020, and to set the amounts and effective date of any such improvements.

**WHEREAS**, unrepresented employees, including those who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, not members of collective bargaining units, and their compensation is not negotiated in labor contracts; and,

**WHEREAS**, the Board of Education believes that compensation consideration should be given to unrepresented employees, including those who are in confidential, supervisory, or management positions, whether certificated or classified,

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Oak Park Unified School District reserves the right to consider and to improve compensation to one or all of the unrepresented employee groups, including those who are in confidential, supervisory, or management positions, in Fiscal Year 2020-21 and to make any such salary and benefits improvements effective July 1, 2020, or at any date thereafter during Fiscal Year 2020-21.

**ADOPTED** this 30th day of June 2020, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES: \_\_\_\_\_

NOS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

\_\_\_\_\_  
Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.m. 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
CL24606	Alexa Gatti	ESY Instructional Assistant II Sp Ed	5/27/2020	Special Ed	\$ 19.25	ESY SpEd
CL24607	Kristen Claeys	ESY Instructional Assistant III Behavior	5/27/2020	Special Ed	\$ 22.30	ESY SpEd
CL24608	Perri Armstrong	ESY Instructional Assistant II Sp Ed	5/27/2020	Special Ed	\$ 19.25	ESY SpEd
CL24609	Natasha Diaz	ESY Instructional Assistant III Behavior	5/27/2020	Special Ed	\$ 22.30	ESY SpEd
CL24610	Sandy Waite	ESY Instructional Assistant III Behavior	5/27/2020	Special Ed	\$ 22.30	ESY SpEd
CL24611	Jessica Talpai	ESY Instructional Assistant III Behavior	5/27/2020	Special Ed	\$ 22.30	ESY SpEd
CL24612	Faith Wayne	ESY Instructional Assistant II Sp Ed	5/27/2020	Special Ed	\$ 19.25	ESY SpEd
CL24613	Tracey Meyers	ESY Instructional Assistant II Sp Ed	5/27/2020	Special Ed	\$ 19.25	ESY SpEd
CL24614	Maryam Jalalinia	ESY Instructional Assistant II Sp Ed	5/27/2020	Special Ed	\$ 19.25	ESY SpEd
CL24615	Ryan Mayhew	ESY Behavior Specialist	5/29/2020	Special Ed	\$ 58.76	ESY SpEd
CL24616	Kristen McNeely	ESY Behavior Specialist	5/29/2020	Special Ed	\$ 58.76	ESY SpEd
CL24617	Allison Bellefontaine	ESY Instructional Asst. III D&HH	5/27/2020	Special Ed	\$ 29.05	ESY SpEd
CL24618	Karen Wrinkle	ESY Occupational Therapist	6/6/2020	Special Ed	\$ 45.34	ESY SpEd
CL24619	Sarah Sommers	Instructional Assistant II or III SUB	5/27/2020	Special Ed	\$ 22.30	ESY SpEd

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL24620	Stephanie Perez	Spanish Interpreter	5/1/2020	General	\$ 20.00	DO
CL24621	Leedor Hobot	Tech Department - Distance Learning Assistance	3/1/2020	General	\$ 17.21	DO
CL24622	Denis Linares	Full Time Custodian from Sub Custodian	6/1/2020	General	\$ 23.65	MCMS
CL24623	Doris Miles	Reduction in Hrs. ended 6/30/2020 back to 18.75 hrs. p/wk.	7/1/2020	Fund 120	\$ 22.06	ROES/MCMS
CL24624	Heidi Taylor	Return to Instructional Assistant II Sp Ed	8/10/2020	Special Ed	\$ 22.06	TBD
CL24625	Stephanie Sandler	Data Systems Specialist from RIF'd Instructional Assistant I - Computers	7/1/2020	General	\$ 20.37	DO
CL24626	Jennifer Burstein	Student Services II from RIF'd Instructional	7/13/2020	General	\$22.30	MCMS

**SEPARATION**

Number	Name	Position	Effective Date	Separation Type	FTE	Site
CL24627	Julia Green	Instructional Assistant III - ELL	6/30/2020	Resignation	0.4688	ROES
CL24628	McCullar, Sara	Certified Computer Repair Tech	8/2/2020	Lay Off	1	DO

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: JUNE 30, 2020**  
**SUBJECT: B.1.m. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

**CONSENT**

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
01CE10221	Victor Anderson	Class Size Overages - May	5/1-5/29-2020	General	\$ 29.00	OPHS
01CE10222	Tim Chevalier	Class Size Overages - May	5/1-5/29-2020	General	\$ 60.00	OPHS
01CE10223	Jennifer Aaronson	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	OHES
01CE10224	Michelle Gould	Class Size Overages - May	5/1-5/29-2020	General	\$ 160.00	OHES
01CE10225	Allison Shapiro	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	OHES
01CE10226	Keri Lieberman	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	OHES
01CE10227	Lauren Cantillon	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	OHES
01CE10228	Joy Reints	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	OHES
01CE10229	Amy Buccino	Class Size Overages - May	5/1-5/29-2020	General	\$ 160.00	ROES
01CE10230	Jennifer Bird	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	ROES
01CE10231	Martie Ewing	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	ROES
01CE10232	Patti Holland	Class Size Overages - May	5/1-5/29-2020	General	\$ 160.00	ROES
01CE10233	Sheri Merfeld	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	ROES
01CE10234	Lynnae Gaeta	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	ROES
01CE10235	Grace McKeegan	Class Size Overages - May	5/1-5/29-2020	General	\$ 160.00	ROES
01CE10236	Jamie Brown	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	ROES
01CE10237	Nina Johnson	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	ROES
01CE10238	Maureen McDowell	Class Size Overages - May	5/1-5/29-2020	General	\$ 160.00	ROES
01CE10239	Casey Jo Webb	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10240	Kim Annino	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10241	Barbie Lee	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10242	Kellie Milbourn	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10243	Jamie Siskin	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10244	Kathy Grossman	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10245	Sandy Hirano	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10246	Cynthia Morrow	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10247	Brandie Pryor	Class Size Overages - May	5/1-5/29-2020	General	\$ 80.00	BES
01CE10248	Zach Borquez	Musical Director	1/6-2020	OPPAA	\$ 1,500.00	OPHS

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.1.m. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Site	
01CE10249	Kathy Strong	Return from 1 year LOA	8/7/2020	General	ROES	
01CE10250	Jessica Kudlacek	return from 2 yr LOA	8/7/2020	General	MCMS	
01CE10251	Samantha Gottlieb	Promotion - Dean to Ass't Principal	7/1/2020	General	MCMS	
01CE10252	Elya Fletcher	1.0 transfer ROES to MCMS	8/7/2020	General	MCMS	
01CE10253	Tiffany Johnson	1.0 transfer OPHS to MCMS	8/7/2020	General	MCMS	
01CE10254	Kate Gregg	Decrease 1.0 to .5 Job Share w/ A. Kobayashi	8/7/2020	General	ROES	
01CE10255	Amy Kobayashi	Increase .4 to .5 Job Share w/Kate Gregg	8/7/2020	General	ROES	
01CE10256	Lauren Heinrich	Decrease 1.0 to .8 (.2 1st yr LOA)	8/7/2020	General	OPHS	
01CE10257	Rob Sitomer	2nd yr LOA	8/7/2020	General	MCMS	
01CE10258	Roni Hernandez	Decrease 1.0 to .6	8/7/2020	General	MCMS	
01CE10259	Catherine Steiner	Decrease .8 (.2 temp) to .6	5/22/2020	General	MCMS	
01CE10260	Lacey Concepcion	ESY summer school	5/27/2020	General	OHES	
01CE10261	Kellie Gross	ESY summer school	5/27/2020	General	OPHS	
01CE10262	Gracie Jerrems	ESY summer school	5/27/2020	General	OPNS	
01CE10263	Samantha King	ESY summer school	5/27/2020	General	Various	
01CE10264	Meghan Blum	ESY summer school	5/27/2020	General	Various	
01CE10265	Shawn Michaels	ESY sub - as needed	5/27/2020	General	Various	

**SEPARATION**

Number	Name	Position	Effective Date	Separation	Salary	Site
01CE10266	Michelle Gould	Teacher 1st grade	6/17/2020	Resignation		OHES
01CE10267	Roni Hernandez	Spanish Teacher	6/22/2020	Resignation		MCMS

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: JUNE 30, 2020**  
**SUBJECT: B.2.a. APPROVE AND ADOPT PROPOSED 2020-21 OAK PARK UNIFIED SCHOOL DISTRICT ANNUAL OPERATING BUDGET**

ACTION

**ISSUE:** Shall the Board adopt the proposed 2020-21 Oak Park Unified School District annual operating budget?

**BACKGROUND:** On May 14, 2020, Governor Newsom presented the May Revision to his 2020-21 state budget proposal presented in January of this year, which reflected a 10% reduction to K-12 education. On June 16, 2020, OPUSD solicited the recommendations and comments of the public regarding the District's proposed 2020-21 budget which was based on the May Revision. The 2020-21 budget was originally intended to be adopted at the June 16, 2020 board meeting, but given the expected changes to Governor's budget, it was moved to the June 30, 2020 board meeting. As a result, the proposed 2020-21 budget incorporates the most current information available, including the assumptions provided in the Governor's 2020-21 adopted budget, local budget assumptions, enrollment and staffing projections, districtwide stipend request, and revenue and expenditure forecasts. The proposed 2020-21 OPUSD budget may be accessed at the following link: <https://bit.ly/2YnGBi0>

**ALTERNATIVES**

1. Approve and adopt the proposed 2020-21 Oak Park Unified School District annual budget.
2. Do not approve the proposed 2020-21 annual budget.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Byron Jones, Director, Fiscal Services  
Adam Rauch, 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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.b. APPROVE 2020-21 EMPLOYEE HEALTH BENEFIT PLANS**

ACTION

**ISSUE:** Shall the Board accept the renewal of 2020-21 employee medical, dental, and vision insurance coverage with California's Valued Trust?

**BACKGROUND:** In mid-May, the District's current health care provider, California's Valued Trust (CVT) announced its rates for the 2020-21 plan year. The District's current coverage offers a choice of nine medical plans, including seven Anthem Blue Cross PPO plans and three Kaiser plans, as well as Delta Dental and VSP Vision plans. The new rates include average increases of 1.5% for the Blue Cross PPO plans and 6.4% for Kaiser HMO plans. There is a decrease in rates for Delta Dental (-2.4%) and VSP (-4.8%) Vision coverage from 2019-20. At this time, it is recommended that the Board authorize the renewal of employee medical, vision and dental plans with CVT for the 2020-21 school year. Examples of the proposed renewal benefits may be accessed at the following link:  
<https://bit.ly/3g0LYd5>

**FISCAL IMPACT:** The District's contribution for employee health benefits is capped by its collective bargaining agreements with both employee unions. However, the increases to plans that fall under the cap are estimated at \$90,000 districtwide.

**ALTERNATIVES:**

1. Approve contract renewal with California's Valued Trust for the 2020-21 school year.
2. Do not approve contract renewal.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, 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	_____	_____	_____	_____



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.c. RATIFY CONTRACT FOR SERVICES FOR MEASURE S PROJECT 20-11S BATHROOM UPGRADES AT RED OAK ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board ratify the associated contract for Measure S Project 20-11S at Red Oak Elementary School?

**BACKGROUND:** At its meeting on October 15, 2019, the Board approved the updated 2019 Measure S Master Plan. Included in the plan are needed upgrades to the bathrooms in the Administration, B, and C buildings at Red Oak Elementary School (ROES). The 2019 Master Plan allotted \$230,000 for these projects.

At its meeting on April 21, 2020, the Board approved Project 20-11S Bathroom Upgrades at Red Oak Elementary School with a budget of \$230,000 to be funded from Measure S bond funds.

To date, three restroom floors have been replaced using the same product identified in the attached contract. The associated contract involves utilizing this same product across all remaining restrooms on campus. Due to lead time for the vendor in ordering the material, staff felt it was prudent to proceed immediately.

**FISCAL IMPACT:** The contract to replace the flooring is \$48,951, which is to be funded by the Measure S bond fund. This contract fits within the overall budget of \$230,000.

**ALTERNATIVES:**

1. Ratify the associated contract for Measure S Project 20-11S Bathroom Upgrades at Red Oak Elementary School with Reliable Floor Covering, Inc.
2. Do not ratify contract.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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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	_____	_____	_____	_____

# RELIABLE FLOOR COVERING, INC.

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June 16 , 2020

Oak Park Unified School District  
5801 Conifer St.  
Oak Park, Ca. 91377  
Tel: 818-355-7176  
Email: [Bcallahan@opusd.org](mailto:Bcallahan@opusd.org)

Attn: Brendan Callahan  
Re: Red Oak Elementary

Dear Brendan:

The following is the bid proposal for Red Oak Elementary, various areas.

Scope of work: Furnish and install Altro safety flooring style "Reliance 25", color D2504 Rock, Remove and dispose of existing ceramic floor tile and sanitary base (existing wall tile is to remain). New Altro is to be self coved and all seams are to be heat welded. Furnish and install aluminum cap metal and cove transition strips. Install Altro using "Altrofix 30" adhesive (2 part polyurethane for wet areas). Furnish and install 9mm Halex underlayment.

Nurses Office Restroom  
C Building Staff Restroom  
MPR Womens & Mens Restrooms  
B Building Girls Restroom  
B Building Boys Restroom  
Building "B", B12 two bathrooms  
C Building Girls Restroom  
B Building Pre-school B-13, 2 bathrooms  
B Building Pre School Bathroom

Total Lump Sum Price tax included for all above areas. \$48,951.00

Option: Hire Conejo Plumbing to deal with the toilets. We prefer for the district hire/handle the toilets.

Budget/guesstimate for plumbing work \$3,500.00

Customer Approval\_\_\_\_\_Date\_\_\_\_\_

Sincerely,

Jon Rumkin

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.d. AUTHORIZE MEASURE S PROJECT, 20-15S INNOVATION LAB AT RED OAK ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 20-15S, Innovation Lab at Red Oak Elementary School to be funded from the Measure S bond fund?

**BACKGROUND:** The Board is respectfully requested to authorize Measure S Project 20-15S, Innovation Lab at Red Oak Elementary School, establishing a project budget of \$70,000 to be funded from Measure S bond funds.

The Measure S Master Plan includes the revisioning of the elementary computer labs and outdoor areas into 'Innovation Spaces.' The purpose of these revised spaces is to encourage innovation, creativity, and collaboration. Red Oak is ready to utilize these funds to create outdoor learning spaces.

**FISCAL IMPACT:** The proposed project will be funded from the Measure S bond fund and is included in the Measure S Plan approved by the Board on October 15, 2019.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-15S, Innovation Lab at Red Oak Elementary School with a project budget of \$70,000.
2. Do not authorize this project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, 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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.e. AUTHORIZE MEASURE S PROJECT, 20-16S INNOVATION LAB AT BROOKSIDE ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 20-16S, Innovation Lab at Brookside Elementary School to be funded from the Measure S bond fund?

**BACKGROUND:** The Board is respectfully requested to authorize Measure S Project 20-16S, Innovation Lab at Brookside Elementary School, establishing a project budget of \$70,000 to be funded from Measure S bond funds.

The Measure S Master Plan includes the revisioning of the elementary computer labs and outdoor areas into 'Innovation Spaces.' The purpose of these revised spaces is to encourage innovation, creativity, and collaboration. Brookside is ready to utilize these funds to create outdoor learning spaces.

**FISCAL IMPACT:** The proposed project will be funded from the Measure S bond fund and is included in the Measure S Plan approved by the Board on October 15, 2019.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-15S, Innovation Lab at Brookside Elementary School with a project budget of \$70,000.
2. Do not authorize this project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, 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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.f. AUTHORIZE MEASURE S PROJECT, 20-17S REMOVE AND REPLACE FOUNDATION ON PORTABLES AT BROOKSIDE ELEMENTARY SCHOOL AND RATIFY CONTRACTS FOR SERVICES**

ACTION

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**ISSUE:** Shall the Board authorize Measure S Project 20-17S, Remove and Replace Foundation on Portables at Brookside Elementary School to be funded from the Measure S bond fund?

**BACKGROUND:** The Board is respectfully requested to authorize Measure S Project 20-17S, Remove and Replace Foundation on Portables at Brookside Elementary School, establishing a project budget of \$60,000 to be funded from Measure S bond funds and ratify the associated contracts.

Due to the lead time for vendors to mobilize and the urgency of the project, District administration felt it was prudent to proceed immediately. The wood foundation of these portables is compromised, which is a result of the foundations being under soil grade, exposing them to excessive amounts of water. In order to remedy this, we need to bring the soil grade down to foundation level and add proper drainage.

The project budget will support foundation work to be performed by Custom Modular, leveling and cement work to be performed by Hughes Engineering, and electrical work to be performed by Thousand Oaks Electric. While not on the Measure S Master plan, it has become a priority due to the nature of the project.

**FISCAL IMPACT:** The proposed project will be funded from the Measure S bond fund.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-17S, Remove and Replace Foundation on Portables at Brookside Elementary School, with a project budget of \$60,000, and ratify associated contracts.
2. Do not authorize this project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, June 30, 2020  
Authorize Measure S Project 20-17S, Remove  
and Replace Foundation on Portables at Brookside Elementary School  
Page 2

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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	_____	_____	_____	_____

# CMSC

## CUSTOM MODULAR SERVICES CORPORATION

19271 FIJI LANE HUNTINGTON BEACH, CA 92646

(714) 964-6834 - FAX (714) 964-7314

LICENSE NO. 570805

## QUOTATION

**TO:** Oak Park Unified School District  
Brendan Callahan

**PHONE:** (805) 355-7176  
**EMAIL:** [bcallahan@opusd.org](mailto:bcallahan@opusd.org)

**JOB ADDRESS/CUSTOMER NAME:** **OPUSD Brookside**  
**DESCRIPTION** *Prevailing Wages*

### Unit # 311

Relevel 24x40 and replace 64 LF of damaged foundation and anchors. \$ 3,200.00

### Unit# 312

Relevel 24x40 and replace 80' damaged foundation and anchors. \$ 3,900.00

Remove asphalt gutter and dispose. \$ 500.00

### Unit# 213

Relevel 24x40 and replace 80' damaged foundation and anchor. \$ 3,900.00

Remove asphalt V ditch and dispose. \$ 500.00

### Unit#214

Relevel and replace damaged 80' foundation perimeter as needed. \$ 3,900.00

Remove asphalt V ditch and dispose. \$ 500.00

**Unit#216** Relevel southwest corner and install shims and skirt 24' \$ 1,450.00

Subtotal: \$ 17,850.00

Bond: \$ 535.50

### Note:

**All Painting to be by others.**

**Customer to disconnect and reconnect electrical boxes, conduit, panels and**

**AMOUNT:** \$ 18,385.50 **TERMS OF PAYMENT:** Net 30 days

Any alterations or deviation from the above involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above.

**PROPOSED BY:** EM **DATE:** 6-22-2020

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Amounts past due are subject to a service charge of one and half percent per month (unless applicable law requires a lesser charge) together with cost of court and attorney's fees incurred to collect any unpaid amount whether incurred before or after commencement of litigation.

THIS ESTIMATE HAS BEEN APPROVED BY CMSC. AND IS VALID UP TO THIRTY (30) DAYS FROM THE DATE LISTED ABOVE.



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 4

**To:** Oak Park Unified School District  
5801 Conifer Street  
Oak Park, CA 91377

**Date:** June 18, 2020

**Phone:** 818-735-3254

**Cell:** 818-355-7176

**Fax:** \_\_\_\_\_

**Attn:** Brendan Callahan

Subject to the terms hereof, We hereby 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:** Brookside Elementary

<u>165 N Satinwood Ave</u>	<u>Oak Park</u>	<u>Ventura</u>
Street Address	City	County

**Description of Work:** Resolve water flowing towards classroom due to planter area elevation being higher.  
See page (2) for detailed scope of work.

This Proposal is Based Prevailing Wages.

<b>TOTAL PROPOSAL PER ATTACHED BREAKDOWN AND EXCLUSIONS:</b>	<b>\$</b>	<b>26,300.00</b>
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**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:** \_\_\_\_\_  
**Ryan Hughes, Vice - 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.



General Engineering, Inc.

P.O. Box 2293

Camarillo, Ca. 93011

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

License No. 644816-A

Page 2 of 4

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Remove approximately 2,420sf (110'x22x) of grass and soils to allow a straight grade sheet flow. Work to include transfer of materials, planters etc. to another location on school grounds. Installation of a french drain system at back of building which includes 3-5 laterals off the main system daylighting to the end of the new slope. The french drain will allow additional drainage out of the affected area. Irrigation lines to be moved or capped by others prior to start of project. Install 130lf of new concrete V-Swale at front of portable to replace the existing failing asphalt V Swale. This will allow positive drainage to exiting catch basins. District to re-install wood planters. Transfer exiting shed to a onsite location and install a new slab for the shed. Move shed to sit on new slab.

**TOTAL: \$ 26,300.00**

**SPECIAL CONDITIONS & EXCLUSIONS IN ADDITION TO ATTACHED EXCLUSION LIST:**

Irrigation by others

No bond or permits

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



## EXCLUSIONS LIST

Page 3 of 4

<input checked="" type="checkbox"/>	No Surveying	<input checked="" type="checkbox"/>	No Compaction	<input checked="" type="checkbox"/>	No Block	<input checked="" type="checkbox"/>	No Waterproofing
<input type="checkbox"/>	No Demo	<input type="checkbox"/>	No Haul Off	<input type="checkbox"/>	No Backfill	<input type="checkbox"/>	No Rebar
<input checked="" type="checkbox"/>	No Over Excavation	<input checked="" type="checkbox"/>	No Sub Grade	<input checked="" type="checkbox"/>	No Drainage	<input type="checkbox"/>	No Grading
<input checked="" type="checkbox"/>	No Re-Compaction	<input checked="" type="checkbox"/>	No Handrails	<input checked="" type="checkbox"/>	No Shoring	<input checked="" type="checkbox"/>	No Traffic Control
<input checked="" type="checkbox"/>	No Bollards	<input checked="" type="checkbox"/>	No Handrail Inserts	<input checked="" type="checkbox"/>	No Asphalt	<input checked="" type="checkbox"/>	No Permits
<input type="checkbox"/>	No Saw Cutting	<input checked="" type="checkbox"/>	No Dewatering	<input checked="" type="checkbox"/>	No Soil Testing	<input checked="" type="checkbox"/>	No Temporary Fencing
<input checked="" type="checkbox"/>	No Relocation of Fencing	<input checked="" type="checkbox"/>	No Fence Footings	<input checked="" type="checkbox"/>	No SWPPS	<input checked="" type="checkbox"/>	No Bonds
<input checked="" type="checkbox"/>	No Inspection Fees	<input checked="" type="checkbox"/>	No Hardscape	<input checked="" type="checkbox"/>	No Base	<input checked="" type="checkbox"/>	No Special Imbeds
<input checked="" type="checkbox"/>	No Clear & Grubbing	<input checked="" type="checkbox"/>	No Striping	<input checked="" type="checkbox"/>	No Signage	<input checked="" type="checkbox"/>	No Root Barrier
<input checked="" type="checkbox"/>	No Templates	<input checked="" type="checkbox"/>	No Concrete Sealant	<input checked="" type="checkbox"/>	No Irrigation	<input checked="" type="checkbox"/>	No Root Removal
<input checked="" type="checkbox"/>	No Plumbing Trenches	<input checked="" type="checkbox"/>	No Storm Drain	<input checked="" type="checkbox"/>	No Sewer	<input checked="" type="checkbox"/>	No Landscaping
<input checked="" type="checkbox"/>	No Electrical	<input checked="" type="checkbox"/>	No Light Standard	<input checked="" type="checkbox"/>	No Trash Enclosure	<input checked="" type="checkbox"/>	No Structural Steel
<input checked="" type="checkbox"/>	No Electrical Trenches	<input checked="" type="checkbox"/>	No French Drain	<input checked="" type="checkbox"/>	No Utility or Underground Concrete Patchback		
<input checked="" type="checkbox"/>	No Truncated Dome Tile	<input checked="" type="checkbox"/>	No Stucco	<input checked="" type="checkbox"/>	No Paint	<input checked="" type="checkbox"/>	No Sealed Concrete Flooring
<input checked="" type="checkbox"/>	No Trench Drain	<input checked="" type="checkbox"/>	No Drainage Inlets	<input checked="" type="checkbox"/>	No Catch Basins	<input checked="" type="checkbox"/>	No Special Concrete Sealing
<input checked="" type="checkbox"/>	No Fossil Filters	<input checked="" type="checkbox"/>	No Sprinklers	<input checked="" type="checkbox"/>	No Caulking Sealant	<input checked="" type="checkbox"/>	No Dowels of any kind

Hughes General Engineering is not responsible for checked off items.

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 concrete 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 ½% 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.

4905 Via El Cerro | Thousand Oaks, CA 91320  
(805) 376-1996 | (818) 429-4497  
[www.ThousandOaksElectric.com](http://www.ThousandOaksElectric.com)

Keeping Your Business *Switched On.*

Name/Address
Brendan Callahan Oak Park Unified School District 5801 E. Conifer St. Oak Park, CA 91377

License #628772
Job Address
Brookside Elementary Oak

Date	Estimate No.
05/28/20	1536

Item	Description	Quantity	Cost	Total
service	Disconnect conduit, junction boxes and wiring for power and communications as needed so two modular buildings can be raised for repair work. Reinstall when repair work is complete.		3,850.00	3,850.00

	Total	\$3,850.00
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**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.g. AUTHORIZE MEASURE S PROJECT 20-19S STAFF LAPTOP REFRESH AND APPROVE ASSOCIATED PURCHASES**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 20-19S Staff Laptop Refresh and approve associated purchases?

**BACKGROUND:** As part of the Measure S Master Plan, the Oak Park Unified School District's (OPUSD) Technology Master Plan calls for a staff laptop refresh in 2020-21. In the past, staff laptops have been refreshed every 3 years. As a result of strategically purchasing upgraded devices, OPUSD has been able to increase this timeframe to 5 years. In preparation for this project, the board in January, approved Measure S Project 20-01S Next Generation Macbook Pilot. The refresh devices will be purchased in two waves, with the first set of 42 laptops (Apple: \$80,069.15) being purchased this summer, and a following wave of about 220 laptops being purchased in late Fall. Associated software licenses for remote management (Jamf: 1-Year: \$38,791.20 or 3-Year: \$100,000) and anti-virus (BorderLAN Bitdefender: 3-Year: \$18,000) can be purchased using multi-year discounts in order to receive additional savings.

The Board is respectfully requested to authorize Measure S Project 20-19S, Staff Laptop Refresh, establishing a budget (\$596,000) within the identified amount in the Technology Master Plan of Measure S and approve the purchases from Apple, Jamf, and BorderLAN.

**FISCAL IMPACT:** The expected remaining cost of the Staff Laptop Refresh Program is \$596,000. The total amount falls within the \$625,000 earmarked in the 2019-20 technology budget for Measure S.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-19S Staff Laptop Refresh and approve associated purchases?
2. Do not authorize this project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Enoch Kwok, Director, Informational Technologies  
Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, Assistant Superintendent, Business 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	_____	_____	_____	_____



Price Quotation #:2020DS-BIT

THIS QUOTE IS VALID until July 1, 2020

<b>Contact Name:</b> Enoch Kwok	<b>Date:</b> May 7, 2020
<b>Company:</b> Oak Park USD	<b>Terms:</b> net 15 from PO date
<b>Address:</b>	<b>Order Payment:</b> Purchase Order / Money Order
<b>City, State Zip:</b>	<b>Installation:</b> Bitdefender
<b>Phone:</b>	<b>Tax &amp; Shipping:</b> Added to Invoice
<b>E-Mail:</b>	<b>BorderLAN Contact:</b> Deena Swidler deena@borderlan.com 858.752.2339
<b>Special Delivery Notes:</b>	<b>Remit To:</b> BorderLAN Security Receivables 950 Boardwalk #300 San Marcos, CA 92078 FAX: (860) 736-8100

Item	Description	License/ Quantity	Cost
	Bitdefender GravityZone Business Security - EDU 3 Years 500-999 Users	750	\$18,000.00
Taxes	Taxes, if applicable and on invoice	1	TBD
<i>This quotation contains proprietary information and is confidential, intended for use by your company only, and only for the User identified above.</i>		<b>Total</b>	<b><u>\$18,000.00</u></b>

**PAYMENT TERMS:** 100% of the total payment of the invoice is net 15 from PO date. Costs of shipping and handling, if applicable, will be added to the prices shown above and paid by Customer as part of the total invoice amount. If applicable, state sales tax will also be added to the price of all products unless Customer provides written evidence of exemption prior to shipment.



Quote # Q-159853  
 Created Date 5/15/2020  
 Expiration Date 7/8/2020



Prepared By	Joe Burns	Account Name	Oak Park Unified School District-CA
Quote Contact	Joe Burns		
Owner Email	joe.burns@jamf.com		
Phone	+16128754812		
Bill To Name	Oak Park Unified School District-CA	Ship To Name	Oak Park Unified School District-CA
Bill To	TECHNOLOGY DEPT 5801 E. Conifer St. 5801 E. Conifer St. Oak Park, CA 91377 United States	Ship To	5801 E. Conifer St. Oak Park, CA 91377 United States

Manufacturer SKU	Product	Quantity	MSRP	Discount	Total Price	Line Item Description
2002020200	EDU-RC Jamf Pro iOS - 100-9999	2,760.00	USD 9.00	8%	USD 22,852.80	Jamf Cloud seat of Jamf Pro for iOS Valid from (2020-07-08 - 2021-07-07)
2002020100	EDU-RC Jamf Pro macOS - 100-9999	890.00	USD 18.00	8%	USD 14,738.40	Jamf Cloud seat of Jamf Pro for macOS Valid from (2020-07-08 - 2021-07-07)
1811771200	Migration Services	1.00	USD 2,000.00	40%	USD 1,200.00	Remote Service covers the preparation & migration of an on-premise Jamf Pro to JamfCloud or JamfCloud to on-premise Jamf Pro. One 4-hour remote session, with brief discovery/planning calls if needed.

Total Price USD 38,791.20

## Terms & Conditions

Sales Tax	This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.	SLASA	Jamf's Software and Services are licensed and provided exclusively under the terms and conditions of Jamf's standard software licensing and services agreement, or a negotiated agreement between Jamf and the Ship to Name entity ("Customer"), as applicable (the "License Agreement").
Submit POs To	Purchasing@jamf.com - Fax: 612-332-9054	Services	Specifications for any Services quoted are located on Jamf's website.
Requirements	The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email	JumpStarts	JumpStart services must be scheduled within 12 months of purchase.

Quote #	Q-159853
Created Date	5/15/2020
Expiration Date	7/8/2020



address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit PO's to JAMF Software, LLC with the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.

Payment Terms	Net 30	Governing Law	In case of a conflict between any terms located on the Jamf website and the applicable License Agreement, the applicable License Agreement shall govern.
Corporate Address	Jamf 100 S Washington Ave #1100 Minneapolis, MN 55401 USA	Limitation of Liability	Any inconsistent or additional terms, including those set forth on a customer purchase order or other ordering document, are not binding on Jamf.

Quote # Q-206424  
 Created Date 6/25/2020  
 Expiration Date 7/8/2020



Prepared By	Joe Burns	Account Name	Oak Park Unified School District-CA
Quote Contact	Joe Burns		
Owner Email	joe.burns@jamf.com		
Phone	+16128754812		
Bill To Name	Oak Park Unified School District-CA	Ship To Name	Oak Park Unified School District-CA
Bill To	TECHNOLOGY DEPT 5801 E. Conifer St. 5801 E. Conifer St. Oak Park, CA 91377 United States	Ship To	5801 E. Conifer St. Oak Park, CA 91377 United States

Manufacturer SKU	Product	Quantity	MSRP	Discount	Total Price	Line Item Description
2002020100	EDU-RC Jamf Pro macOS - 100-9999	890.00	USD 18.00		USD 16,020.00	Jamf Cloud seat of Jamf Pro for macOS Valid from (2020-07-08 - 2021-07-07)
2002020100	EDU-RC Jamf Pro macOS - 100-9999	890.00	USD 18.00	28%	USD 11,534.40	Jamf Cloud seat of Jamf Pro for macOS Valid from (2021-07-08 - 2022-07-07)
2002020100	EDU-RC Jamf Pro macOS - 100-9999	890.00	USD 18.00	28%	USD 11,534.40	Jamf Cloud seat of Jamf Pro for macOS Valid from (2022-07-08 - 2023-07-07)
2002020200	EDU-RC Jamf Pro iOS - 100-9999	2,760.00	USD 9.00		USD 24,840.00	Jamf Cloud seat of Jamf Pro for iOS Valid from (2020-07-08 - 2021-07-07)
2002020200	EDU-RC Jamf Pro iOS - 100-9999	2,760.00	USD 9.00	28%	USD 17,884.80	Jamf Cloud seat of Jamf Pro for iOS Valid from (2021-07-08 - 2022-07-07)
2002020200	EDU-RC Jamf Pro iOS - 100-9999	2,760.00	USD 9.00	28%	USD 17,884.80	Jamf Cloud seat of Jamf Pro for iOS Valid from (2022-07-08 - 2023-07-07)

Total Price USD 99,698.40

## Terms & Conditions

Sales Tax	This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.	SLASA	Jamf's Software and Services are licensed and provided exclusively under the terms and conditions of Jamf's standard software licensing and services agreement, or a negotiated agreement between Jamf and the Ship to Name entity ("Customer"), as applicable (the "License Agreement").
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Submit POs To	Purchasing@jamf.com - Fax: 612-332-9054	Services	Specifications for any Services quoted are located on Jamf's website.
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Quote #	Q-206424
Created Date	6/25/2020
Expiration Date	7/8/2020



Requirements	The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit PO's to JAMF Software, LLC with the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.	JumpStarts	JumpStart services must be scheduled within 12 months of purchase.
Payment Terms	Net 30	Governing Law	In case of a conflict between any terms located on the Jamf website and the applicable License Agreement, the applicable License Agreement shall govern.
Corporate Address	Jamf 100 S Washington Ave #1100 Minneapolis, MN 55401 USA	Limitation of Liability	Any inconsistent or additional terms, including those set forth on a customer purchase order or other ordering document, are not binding on Jamf.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.2.h. AUTHORIZE MEASURE S PROJECT 20-20S CHROMEBOOK 1:1 PROGRAM AND APPROVE ASSOCIATED PURCHASES**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 20-20S Chromebook 1:1 Take Home Program and Approve Associated Purchases?

**BACKGROUND:** In accordance with the District's Technology Master Plan, the Governing Board approved Measure S project 19-07S on April 23, 2019 which expanded the district's Chromebook 1:1 Take Home Program to grades 5-12. This program proved highly successful and allowed the district to transition to distance learning within one week of the COVID-19 closure of schools. After the initial purchase, which was funded by a combination of Measure S, General Fund, and parent lease to own revenue, it was understood that the Chromebook 1:1 Take Home Program would be sustained annually for approximately \$400,000 in order to procure new devices.

This project encompasses purchasing 700 Chromebooks along with the associated management software license (GoGuardian or Blocks). The Chromebooks will be used in the 1:1 Take Home Program in the first four years. After that, the district owned devices may be repurposed for use in Chromebook carts at the lower grades. In the case the district needs to move to a distance learning or a hybrid model, the devices would be sent home with all students in grades 3-12.

The Board is respectfully requested to authorize Measure S Project 20-20S, Chromebook 1:1 Take Home Program, establish a budget of \$400,000, and approve associated software license purchase.

**FISCAL IMPACT:** The expected cost of continuing the Chromebook 1:1 Take Home Program is \$400,000 to be funded by Measure S. There may be revenue to help offset cost from families who choose to purchase or lease-to-own their device.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-20S Chromebook 1:1 Take Home Program and Approve Associated Purchases.
2. Do not authorize this project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Enoch Kwok, Director, Informational Technologies  
Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, Assistant Superintendent, Business 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	_____	_____	_____	_____



Price Quotation # : 2020DS-1YEX

THIS QUOTE IS VALID until July 1, 2020

<b>Contact Name:</b>	<b>Date:</b> May 7, 2020
<b>Company:</b> Oak Park USD	<b>Terms:</b> Payment 1: Net 30 from PO Date
<b>Address:</b>	<b>Order Payment:</b> Purchase Order / Money Order
<b>City\State\Zip:</b>	<b>Installation:</b> Blocks and Support by Blocks
<b>Phone:</b>	<b>Tax &amp; Shipping:</b> Added to Invoice
<b>E-Mail:</b>	<b>BorderLAN Contact:</b> Deena Swidler 858.752.2339 deena@borderlan.com
<b>Special Delivery Notes:</b>	<b>Remit To:</b> BorderLAN Security Accounts Receivable 950 Boardwalk #300 San Marcos, CA 92078 FAX: (860)736-8100

Item	Description	Units	Your COST
	1 year ADMIN/TEACHER/PARENT -3500to7499Licenses 1 Year 3500 to 7499 Licenses BLocksi Manager Education EverywhereFor Gsuite Chromebook: Bundle Admin/Parent/Teacher/Delegate	4500	\$32,805.00
	Third Party Class Rostering Integration 1 Year BMEE 3 Year Third Party SIS Data Source Class Rostering Integration. The fee is \$90 per school for a 1 year term,	1	\$90.00
<b>Taxes</b>	<b>Taxes, if Applicable</b>	1	TBD
<b>Shipping</b>	<b>Shipping</b>		TBD
<i>This quotation contains proprietary information and is confidential, intended for use by your company only, and only for the User identified above.</i>		<b>Contract Total</b>	<b>\$32,805.00</b>

**PAYMENT TERMS:** 100% of the invoice is due Net 30 from the date of the Purchase Order. Costs of shipping and handling will be added to the prices shown above and paid by Customer as part of the total invoice amount. If applicable, state sales tax will be added to the price of all products unless Customer provides written evidence of exemption prior to shipment.

**If doing a MULTI-YEAR AGREEMENT:** This Agreement is for the purchase of the contract total, with payment of 100% per the payment schedule. Payments may be accelerated but due payments **may not cancelled for any reason.**

**ENTIRE AGREEMENT:** The terms and conditions of this Agreement are intended by the parties as the final expression of their agreement with respect to the subject matter of this Agreement, and supersede all prior discussions, representations and agreements, both oral and written. This Agreement may only be modified by means of a document, signed by both parties.



Price Quotation # : **2020DS-1YEX**

**THIS QUOTE IS VALID until July 1, 2020**

Upon signing, you agree to have BorderLAN Security invoice you for the amount listed. This is a binding order effective once signed and faxed to BorderLAN Security.

**To order, fax signed copy of this agreement and a PO to:**

**Sales Department: Fax # (860)736-8100**

**Agreed and accepted:**

**Customer**

**BorderLAN Security**

By: \_\_\_\_\_  
SIGNATURE

By: \_\_\_\_\_  
SIGNATURE

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ORDER FORM



**QUOTE #** Q-110104  
**DATE** 5/21/2020  
**EXPIRATION DATE** 6/20/2020

### Bill To

Oak Park Unified School District  
5801 Conifer St  
Oak Park, California 91377  
United States

### Ship To

Enoch Kwok  
Oak Park Unified School District  
5801 Conifer St  
Oak Park, California 91377-1000  
United States  
818-735-3201  
ekwok@opusd.org

Thank you for your interest in GoGuardian's products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at [www.goguardian.com/eula.html](http://www.goguardian.com/eula.html) (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

## SUBSCRIPTION FEES

Base Subscription Fees. Your base subscription fees for the Initial Term are based on the following Licensed Products and the number of Licenses specified below:

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
4,500	GG-STE1Y-003500	GoGuardian Suite	7/31/2020	7/30/2021	\$8.40	\$37,800.00
TOTAL (USD):						\$37,800.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

## RENEWAL SUBSCRIPTION TERMS

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at GoGuardian's then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

## ORDER FORM



QUOTE # Q-110104  
DATE 5/21/2020  
EXPIRATION DATE 6/20/2020

### RENEWAL FEES

GoGuardian is dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development.

For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5.0% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

### PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Accepted By :

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**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30 2020**

**SUBJECT: B.2.i. AUTHORIZE MEASURE S PROJECT 20-21S OUTDOOR FURNITURE PURCHASE DISTRICTWIDE AND DELEGATE THE AWARD OF THE RELATED PURCHASE CONTRACTS TO THE SUPERINTENDENT**

ACTION

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**ISSUE:** Shall the Board authorize Measure S Project 20-21S Outdoor Furniture Purchase for Districtwide and Delegate the Award of the Related Purchase Contracts to the Superintendent?

**BACKGROUND:** As we continue to plan and prepare for the reopening of schools and return to instruction keeping in mind the social distancing requirements laid out by the Ventura county public health will require increased opportunities for students to be outdoors. Including but not limited to lunch time, instructional time and other extra-curricular activities. Staff is currently evaluating school site requirements for needed additional outdoor seating. As time is of the essence and the Board will be in recess until its next meeting on August 18, 2020, it is requested that the Board delegate authority to the Superintendent to award and execute contracts. Education Code 17604 permits the Board to delegate the authority to award contracts to the Superintendent, provided that the Board ratifies or formalizes the award at a subsequent meeting. The scope of the requested authorization is as follows: 1) the award of contracts will be limited to Measure S Project 20-21S, 21S Outdoor Furniture Purchase for All District Schools; 2) proposed contracts will be reviewed by the Superintendent and staff, considering the price, quality, value, and needs of the District; 3) any contracts awarded shall be presented for Board ratification at its next regular meeting after the award of the contracts.

**FISCAL IMPACT:** The proposed contract will be funded from the Measure S bond fund and is not included in the current Measure S Master Plan.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-21S Outdoor Furniture Purchase Districtwide establishing a \$100,000 project budget, including a 10% contingency, and authorize limited authority to the Superintendent to award contracts for this project as specified above.
2. Do not authorize this project.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Brendan Callahan, Director Bond Program, Sustainability, Maintenance and Operations  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, June 30, 2020  
Authorize Measure S Project 20-21S Outdoor Furniture Purchase  
Districtwide and Delegate, the Award of the Related  
Purchase Contracts to the Superintendent  
Page 2

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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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: B.3.a. ADOPTION OF COVID-19 OPERATIONS WRITTEN REPORT**

ACTION

**ISSUE:** Shall the Board of Education approve the adoption of Oak Park Unified COVID-19 Operations Written Report?

**BACKGROUND:** Executive Order N-56-20, issued by Governor Newsom on April 22, 2020, empowers schools to focus on responding to COVID-19 and to provide transparency to their communities. The order requires LEAs to develop a written report to the community that explains how the Local Educational Agency (LEA) responded to school closures beginning in March 2020. The Order also requires the governing board of the LEA to adopt, during the same meeting at which the governing board adopts the annual budget due July 1, 2020, a written report to the community that explains the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families. The Report must detail how the LEA is meeting the needs of unduplicated pupils during the period of school closures and the steps taken by the LEA to support the following: delivery of high-quality distance learning opportunities; providing school meals in non-congregate settings; and arranging for supervision of students during ordinary school hours. School districts are required to submit the written report in conjunction with submission of the adopted annual budget to the county office of education. School districts must post a copy of the written report on the homepage of their internet website. The Operations written report is included for the Board's review.

**ALTERNATIVES:**

1. Approve the adoption of Oak Park Unified COVID-19 Operations Written Report
2. Do not approve the approve the adoption of Oak Park Unified COVID-19 Operations Written Report

**FISCAL IMPACT:** NONE

**RECOMMENDATION:** Alternative 1

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

Respectfully submitted,

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Anthony W. Knight Ed.D.,  
Superintendent

Board of Education Meeting, June 30, 2020  
Approve the adoption of Oak Park Unified  
COVID-19 Operations Written Report  
Page 2

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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	_____	_____	_____	_____

# COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Oak Park Unified School District (OPUSD)	Dr. Jay Greenlinger Director of Curriculum & Instruction	<a href="mailto:jgreenlinger@opusd.org">jgreenlinger@opusd.org</a> (818) 735-3271	June 30, 2020

**Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.**

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

On March 16, 2020, OPUSD shifted all instructional programs to a Distance Learning model. To ensure equal access to instructional materials, all students in grades 3-12 are in possession of a District managed Chromebook. Students in grades K-2 were offered a district managed iPad. Previous surveys of students and parents indicated that internet access was not a barrier to student access.

OPUSD immediately established a central online location for tools and links that families could access in support of student learning. This site included a list of the digital tools used by teachers and parents, and how students log in to each tool. Further, OPUSD developed an online enrichment website to ensure that students and parents had access to quality online learning experiences beyond the Distance Learning environment provided by teachers.

OPUSD convened teacher leaders from every school to create a system of support wherein all teachers received regular updates and support. Technology trainings, easy to follow instructions, and general check ins allowed teachers to receive regular and targeted support as they established Distance Learning practices.

Counselors and all schools were in contact with students who had known difficulties connecting with school, in order to keep all students engaged with peers and teachers. OPUSD administrators sent out regular updates to families with news related to Distance Learning and other topics related to school closures. Staff received a weekly bulletin that provided updates on all matters within the district. This ongoing communication helped create community and common understanding

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

During school closures, support providers in the area of English Language Development, Special Education, and Intervention continued to provide similar support services to students. First and foremost, Tier 1 instruction supports the Integrated ELD approach. Support providers continued to work with teachers to identify specific learning needs of students, adapt intervention materials, and lead individual and small group instruction using virtual conferencing tools. Support staff received extensive training on the technology tools and worked under the direction of certificated staff. Counselors and administrators worked directly with families whose unique situations warranted further support to include counseling or connecting families with other resource providers in the community.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

All students from DK-12<sup>th</sup> grade received a blended instructional model that included synchronous instruction, asynchronous instruction, and independent learning. Elementary students received small group instruction from teachers, as well as small group and individual support from instructional aides. OPUSD instituted a structure of support for teachers to ensure that our shift to online pedagogy continued to meet student needs. These supports include a small group 'Captain' for anywhere between 4 and 8 teachers who provided technical support and pedagogical coaching. The captains were supported by 4 'Coordinators' who gathered and communicated information to teachers to ensure that high quality instruction was delivered across all grade levels and disciplines. Weekly meetings of support providers ensure ongoing reflection and improvement of the digital instruction model.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

OPUSD did not provide school meals during school closures, based on two circumstances: 1) OPUSD serves a low number of meals to students through the FRLP, and 2) OPUSD students live in a wide geographic area, so many of the FRLP participants would need to travel a great distance to receive meals on our campuses. Specifically, 30% of OPUSD students in FRLP live more than 10 miles outside of the district's boundaries. Therefore, in partnership with other local districts with greater meal serving capabilities, OPUSD provided all families with locations of sites offering free meals. This provided wider and easier access to school meals for OPUSD students.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

OPUSD did not provide onsite supervision of students during ordinary school hours. In order to comply with the Governor's Executive Order as well as the Ventura County Health Orders, OPUSD did not bring staff or students to campuses once school campuses were closed. With all Ventura County schools closed as of March 16, OPUSD shifted to Distance Learning as a mode of supervising students during ordinary school hours.



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: B.3.b. REVIEW AND APPROVE REOPENING OF SCHOOLS AND RETURN TO INSTRUCTION PLANS**

ACTION

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**ISSUE:** Shall the Board of Education review and approve the Reopening of Schools and Return to Instruction Plans?

**BACKGROUND:** The District staff have been working on the reopening of schools' plan based on the guidance received from California Department of Education and Ventura County Public Health. The following two task forces we set up to work collaboratively on the plans for reopening of schools.

**Reentry Task Force-** chaired by Mr. Stew McGugan, this group is focused on the safety, operations, and logistical needs for schools to reopen. This Task Force includes school and district administrators, teachers, staff, and parents (some of whom are members of the medical field).

**Return to Instruction-** chaired by Dr. Jay Greenlinger, this group is focused on the instructional needs related to in-person instruction and Distance Learning. This group includes school and district administrators, teachers, staff, students, parents from multiple school sites, and a student leader.

Board and staff, and families have received a series of updates on the work of these task forces and the District's plan to re-open schools on August 10, 2020. The prevalence of COVID-19 in Ventura County in August 2020 will determine which instructional models we will use. The Reentry Task Force and the Return to Instruction Working Group have created a plan with the expectation that we are limited to 50% capacity of classrooms and campuses. The reopening of schools and return to instruction plans can be found at this link: <https://bit.ly/2B3fZK9>

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve the Reopening of Schools and Return to Instruction Plans.
2. Do not approve the Reopening of Schools and Return to Instruction Plans.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Jay Greenlinger, Ed.D., Director of Curriculum and Instruction  
Stew McGugan, Director of Student Support and School Safety

Respectfully submitted,

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Anthony W. Knight Ed.D.,  
Superintendent

Board of Education Meeting, June 30, 2020

Approve the Reopening of Schools and Return to Instruction Plans

Page 2

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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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: B.3.c. APPROVE CAREER TECHNICAL EDUCATION INCENTIVE GRANT (CTEIG) MEMORANDUM OF UNDERSTANDING**

**ACTION**

**ISSUE:** Shall the Board approve the Career Technical Education Incentive Grant (CTEIG) MOU between Ventura County Office of Education (VCOE) and Oak Park Unified School District?

**BACKGROUND:** Oak Park Unified School District participates as a consortium member in the CTEIG program. CTEIG is a program established as a state education economic and workforce development initiative to provide the knowledge and skills necessary to transition to employment and postsecondary education. This agreement provides OPUSD with a funding source to support the classroom needs of courses in the areas of design, engineering, computer science, and digital media arts. The MOU with VCOE is available at this link <https://bit.ly/3fICFy2> for the Board's review.

**FISCAL IMPACT:** OPUSD will receive \$114,355 in grant funds. OPUSD must expend funds in a 2:1 ratio in support of these programs.

**ALTERNATIVES:** 1. Approve the CTEIG MOU between Ventura County Office of Education and Oak Park Unified School District.  
2. Do not approve the CTEIG MOU between Ventura County Office of Education and Oak Park Unified School District.

**RECOMMENDATION:** Alternative #1

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

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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.4.a. APPROVE MEMORANDUM OF UNDERSTANDING WITH OAK PARK TEACHERS ASSOCIATION FOR A HYBRID TEACHING REGARDING THE RETURN TO WORK FOLLOWING SCHOOL CLOSURES RELATED TO COVID-19**

ACTION

**ISSUE:** Shall the Board approve Memorandum of Understanding between Oak Park Unified School District (OPUSD) and the Oak Park Teachers Association (OPTA) for a Hybrid Teaching Regarding the Return to Work Following School Closures Related to Covid-19?

**BACKGROUND:** The District and OPTA needed to address the learning environment and instructional model for schools related to COVID 19. It has been determined that due to fiscal restraints and safety guidelines, a Hybrid Model is necessary at this time. The MOU addresses a reentry schedule for all sites as well as expectations for instruction at all levels. The proposed MOU is included for the Board's review.

**FISCAL IMPACT:** There is no direct fiscal impact resulting from this MOU.

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding between OPUSD and OPTA for a Hybrid Teaching Regarding the Return to Work Following School Closures Related to Covid-19.
2. Do not approve the Memorandum of Understanding.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Dr. Leslie Heilbron, Assistant Superintendent, Human Resources  
Adam Rauch, 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	_____	_____	_____	_____

# **OAK PARK UNIFIED SCHOOL DISTRICT**

## **Memorandum of Understanding Between Oak Park Unified School District And Oak Park Teachers Association June 17, 2020**

This Memorandum of Understanding ("MOU") between the Oak Park Unified School District ("District") and the Oak Park Teachers Association ("OPTA") (referred to collectively as "the Parties") on June 17, 2020 regarding the return to work following school closures related to the Novel Coronavirus (COVID-19).

The Parties recognize there is a need to address the learning environment and instructional model of schools in the Novel Coronavirus environment. It is determined that due to the fiscal restraints and safety guidelines, a move to a Hybrid Model (and a separate Distance Learning Model MOU) is necessary at this time. It is the mutual interest of both parties to address the recommendations of public health officials in order to prevent the spread of illness arising from the Novel Coronavirus (COVID-19).

The Parties agree to the following reentry schedule:

### **Brookside, Oak Hills, Red Oak Elementary School Schedules**

<b>Day</b>	<b>In Class</b>	<b>At Home</b>
Monday	A	B
Tuesday	B	A
Wednesday	B	A
Thursday	A	B
Friday	Alternate A/B Weekly (Teacher Prep Day)	Alternate A/B Weekly (Teacher Prep Day)

### **Brookside, Red Oak, Oak Hills BELL Schedule M-TH**

<b>Grade</b>	<b>Time</b>
DK	8:15 - 12:15
K	8:15 - 1:15
1-3	8:20 - 2:30

4-5	8:20 - 2:56
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<b>Brookside, Red Oak, Oak Hills BELL Schedule FRIDAY (if we go back full time)</b>	
<b>Grade</b>	<b>Time</b>
DK	8:15 - 12:15
K	8:15 - 12:15
1-3	8:20 - 12:40
4-5	8:20 - 12:40

<b>Medea Creek Middle School Schedule M-TH (Friday only if we go back full time)</b>			
<b>Day</b>	<b>Periods</b>	<b>In Class</b>	<b>At Home</b>
Monday	1-7 and (Advisory*)	A	B
Tuesday	1-7 and (Advisory*)	B	A
Wednesday	1-7 and (Advisory*)	B	A
Thursday	1-7 and (Advisory*)	A	B
Friday	1-7 (A/B)**	None	A/B

Advisory (Required)\*

Friday will be a work day for students off campus\*\*

<b>Medea Creek Middle School BELL Schedule M-TH</b>		
<b>Periods</b>	<b>Times</b>	<b>Minutes</b>
Period 1	8:30 - 9:15	45
Period 2	9:20 - 10:05	45
Nutrition	10:05 - 10:20	15
Period 3	10:20 - 11:05	45
Period 4 - 6th Lunch	11:05 - 11:50	45
Period 4 - (7/8)	11:10 - 11:55	45

Period 5 - Lunch 7/8	11:55 - 12:40	45
Period 5 - (6)	11:55 - 12:40	45
Period 6	12:45 - 1:30	45
Period 7	1:35 - 2:20	45
Advisory (Required)	2:20 - 2:45	25

Oak Park High School Schedule			
Day	Periods	In Class	At Home
Monday	0, 1, 3, 5, 7B*	A	B
Tuesday	0, 2, 4, 6, 7A*	B	A
Wednesday	0, 1, 3, 5, 7A*	B	A
Thursday	0, 2, 4, 6, 7B*	A	B
Friday**	1-6 (A/B)	None	A/B

\*7th period held by Zoom for students At Home that day

\*\*Friday will be a work day for students off campus

Oak Park High School BELL Schedule M-TH		
Period	Time	Minutes
Period 0	7:20 to 8:20	60
Passing	8:20 to 8:30	10
Block 1 (1/2)	8:30 to 10:05	95
Nutrition	10:05 to 10:15	10
Passing	10:15 to 10:25	10
Block 2 (3/4)	10:25 to 12:05	100
Lunch	12:05 to 12:40	35
Passing	12:40 to 12:50	10
Block 3 (5/6)	12:50 to 2:25	95
Support (7)	2:25 to 3:10	45

<b>Oak Park High School (1-6) Friday BELL Schedule - If we come back full time</b>		
<b>Period</b>	<b>Time</b>	<b>Minutes</b>
Period 1	8:30 to 9:12	42
Period 2	9:22 to 10:04	42
Nutrition	10:04 to 10:14	10
Period 3	10:24 to 11:14	50
Period 4	11:24 to 12:06	42
Lunch	12:06 to 12:41	35
Period 5	12:51 to 1:33	42
Period 6	1:43 to 2:25	42
Support (7)	2:25 to 3:10	45

<b>DK-12 Teacher Friday Schedule DRAFT ONLY</b>	
<b>Time</b>	<b>Topic</b>
8:00 - 9:00	Department, Leadership, Staff, Grade Level Meetings
9:15 - 11:15	IEP, SST, 504/ Parent Meeting/Office Hours/Professional Development Opportunities
11:15 - 12:00	Lunch
12:00 - 3:00	PREP

The District's expectation is that secondary teachers (grades 6 - 12) will simulcast or pre-record new instruction for students receiving instruction at home. New instruction will include materials or information that meet adopted standards and/or objective of the subject/course that has not been previously taught. New instruction can be shared by department or teachers.

The Parties agree that Friday Prep Days may consist of department, grade level, leadership and/or staff meetings. Each site principal will set a schedule and present to staff prior to the school year starting. Additionally, Friday Prep Days may be used for, but not limited to, additional time for IEP's, SST's, 504's, parent meetings/office hours, and professional development. IEP's, 504's, and SST meetings are not limited to the Friday Prep Schedule.

The Parties agree to meet and negotiate the matters within the scope of representation that are impacted by implementing the above instructional model.




The Parties further recognize the District intends to offer a distance learning model of instruction, which will also impact the terms and conditions of certificated employees. The Parties agree to meet and negotiate an MOU regarding the distance learning model of instruction and its effects.

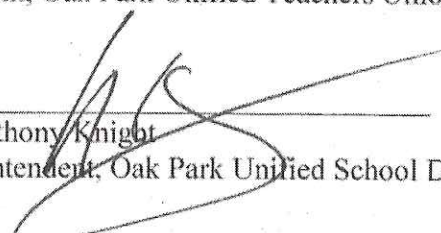
This MOU shall sunset no later than June 30, 2021, unless both parties mutually agree upon an extension.

The provisions of this MOU shall not be modified and/or changed unless both parties mutually agree.

This MOU shall not be precedent setting nor form any basis for a past practice.

  
\_\_\_\_\_  
Russ Peters  
President, Oak Park Unified Teachers Union

6.22.2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Anthony Knight  
Superintendent, Oak Park Unified School District

6/19/2020  
\_\_\_\_\_  
Date



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.4.b. ESTABLISH THE 1:1 COMPUTER PROGRAM TECHNOLOGY SPECIALIST - TEACHER ON SPECIAL ASSIGNMENT (TOSA) POSITION**

ACTION

**ISSUE:** Shall the Board establish the Position of 1:1 Computer Program Technology Specialist – Teacher on Special Assignment and approve the job description?

**BACKGROUND:** Staff is recommending that the Board establish the position of a 1:1 Computer Program Technology Specialist – Teacher on Special Assignment. Under the direction of the Director of Technology, the TOSA will manage the district's Chromebook program, which would include communications, payments, and accounting and liaison with vendors for purchasing, warranty servicing, and repair, software integration and account management. The 1:1 Computer Program Specialist will also work under the Lead Instructional Technology Specialist to provide targeted support to classroom teachers (focusing at the elementary level), as well as building out and processing staff submissions to the Alludo online PD platform.

**FISCAL IMPACT:** This is a 50/50 split funded position between General Fund and Measure S. The estimated total cost of this position \$126,167 and is currently included in the 2020-21 budget proposal.

**ALTERNATIVES:**

1. Approve the establishment of a 1:1 Computer Program Technology Specialist – Teacher on Special Assignment position and the associated job description.
2. Do not approve the position.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Enoch Kwok, Director of Information Technology  
Leslie Heilbron, Ed.D., Assistant Superintendent, Human Resources

Respectfully submitted,

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

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

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

**OAK PARK UNIFIED SCHOOL DISTRICT**  
**1:1 Computing Program Specialist**

**Job Description**

Teacher On Special Assignment: 1.0 FTE + 20 days (205 days)

Under direction of the Director of Technology, assist with implementing the district's 1:1 computing initiatives. Key areas of responsibility may include:

- Management of the district's Chromebook Lease To Own program
- LTO program communications, payments, and accounting
- Liaison with vendors for purchasing, warranty servicing, and repair
- Software integration and account management
- Google Education Suite administration
- Device Remote Monitoring and Management administration
- Apple School Manager administration (iPads)
- Web Content Filtering administration

Work with/under the Lead Instructional Technology Specialist to

- Assist teachers with technology planning and integration
- Provide staff training and support both inside and outside of the classroom
- Manage professional development platforms (including online such as Alludo)
- Coordinate distance learning support teams and help lead site-based technology leaders
- Create and deliver training resources and workshops for teachers, students, and parents:
  - Accessing Distance Learning
  - Digital Citizenship
  - New technology tools and practices
- Coordinate and extend Creativity and Innovation Labs
  - (3D printing, videography, coding, Minecraft, electronics, etc.)
- Provide ongoing new teacher/staff technology training

The 1:1 Computing Program Specialist's job duties include:

- Meet weekly with the Director of Technology and/or Lead Instructional Technology Specialist to review technology implementation progress and plan future activities.
- Aim to spend 20% of the specialist's time in teacher's classrooms and at site meetings observing, planning, coaching, collaborating, or training staff on an aspect of technology integration.
- Create and disseminate regular communications with staff and parents regarding district technology initiatives, training resources, and upcoming events.
- Keep a daily log of all planning and training activities.
- Stay current with best practices and innovative uses of technology to enhance teaching and learning.
- Attend and present at educational technology professional conferences as funding permits
- Other duties as assigned by the Director of Technology

## EMPLOYMENT STANDARDS

Knowledge of: Best practices and effective strategies for utilizing computer technology to enhance teaching and learning. Digital Citizenship, Online Safety and Information Literacy skills. Familiarity with iPads/iOS devices, Chromebooks, Google Suite of educational apps, SMARTboards, and models of flipped instruction. Experience with implementing maker type innovation and creativity spaces and integrating such activities into the general curriculum desired. Experience with take home 1-to-1 mobile computing deployments also desirable.

Ability to: Plan strategically, communicate clearly and professionally, work independently, identify training needs, create engaging training materials, and work patiently with clients exhibiting a wide range of technological abilities and levels of intrinsic motivation. Manage multiple simultaneous projects with attention to detail. Find ways to entice and engage reluctant learners.

Education and Experience: California teaching credential with 5 years of teaching experience required. Prior experience as a site technology leader (i.e., curriculum catalyst, district innovator, techlite) is highly preferred. Recommendation and approval from current site administrator (if at OPUSD).

## WORKING CONDITIONS

The 1:1 Computing Program Specialist will be based at the district office and travel to school sites throughout the week. Work hours are expected to be approximately 9:00AM-4:30PM but may shift earlier or later in the day to accommodate meetings that take place after school hours. Specialist will need to document all of their activities and provide a weekly plan of upcoming activities.

The Program Specialist must have a valid California Driver's License and will be responsible for their own transportation.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.4.c. ESTABLISH THE POSITION OF COUNSELOR ON SPECIAL ASSIGNMENT, SAFETY AND EQUITY COORDINATOR**

ACTION

**ISSUE:** Shall the Board establish the Position of Counselor on Special Assignment, Safety and Equity Coordinator and approve the job description?

**BACKGROUND:** Staff is recommending that the Board establish the position of a Counselor on Special Assignment, Safety and Equity Coordinator. Under the direction of the Assistant Superintendent of Human Resources, and in collaboration with the District Nurse, the Safety and Equity Coordinator will be a liaison with the Ventura County Public Health (VCPH) Communicable Disease Program and assist with the development and implementation of plans for re-opening schools that comply with state and local guidance. This position will assist with providing mental health support programs to students, staff and families and to assume and complete other assignments as required.

**FISCAL IMPACT:** The average total cost of a guidance counselor, including salary and benefits is \$137,533. This General Fund expense is currently not included in the 2020-21 proposed budget.

**ALTERNATIVES:**

1. Approve the establishment of a Counselor on Special Assignment, Safety and Equity Coordinator and the associated job description.
2. Do not approve the position.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Stew McGugan, Director of Student Support and School Safety  
Leslie Heilbron, Ed.D., Assistant Superintendent, Human Resources

Respectfully submitted,

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

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

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

## **OAK PARK UNIFIED SCHOOL DISTRICT**

### **Counselor on Special Assignment Safety & Equity Coordinator**

#### **DEFINITION**

*This is a full time, ten (10) month, 192 day, position*

Under the direction of the Assistant Superintendent of Human Resources, and in collaboration with the District Nurse, to be a liaison with the Ventura County Public Health (VCPH) Communicable Disease Program and assist with the development and implementation of plans for reopening and monitoring schools that comply with state and local guidance. This position will assist with and coordinate the provision of mental health support programs to students, staff, and families, coordinate diversity and equity programs district-wide, and assume and complete other assignments as required.

**DISTINGUISHING CHARACTERISTICS:** This position classification requires subject matter expertise commonly taught in public schools, and counseling and guidance knowledge and skills. Responsible and directly related experience is required to perform problem analysis using widely prescribed principles and concepts. The position classification performs decision analysis and makes decisions relating to the student that may have considerable consequences, requiring the application and interpretation of data, facts, procedures, and policies. The incumbent meets frequently with school administrators, teachers, other staff, and parents to communicate information, data, and alternative problem solutions.

#### **REPRESENTATIVE DUTIES:**

- Employee and staff support;
- Family education and support;
- Assists with COVID-19 screening and follow up procedures for staff, students, and visitors;
- Assists with monitoring for COVID-19 related attendance concerns, verifying absences, and notifying VCPH;
- Assists in the implementation of re-entry COVID-19 plans and monitor throughout the year;
- Assists with integrating SEL practices into instructional planning;
- Collects, organizes, and analyzes student information through the use of educational historical data, test results, and through the use of interview techniques;
- Serves as a resource to site and District personnel, and members of the school community;
- Meets, confers, and counsels with parents, school personnel, and members of various youth service agencies in developing alternative solutions to student educational, social and emotional problems and concerns;
- Maintains a liaison with social service and youth service agencies in pursuing referral follow-up activities;
- Assists in identifying school program needs, and participates in developing school instructional programs specifically to meet individual student needs;

- Assists in the planning, development, and conduct of programs that enhance student educational opportunities;
- Establishes, maintains, and monitors the maintenance of a variety of files and records pertaining to student counseling, guidance, and related matters;
- Plans, develops, and presents, as requested, a variety of management related reports pertaining to student and staff health and emotional well being;
- Chairs the Diversity and Equity Task Force (DETF) and conducts all meetings of DETF;
- Acts as primary contact with VCOE in regards to Mental Health Grant and attends all meetings required under terms of grant;
- Aggregates and provides data to VCOE as required under terms of Mental Health Grant;
- Works with District staff and administration to address equity and diversity issues including tasks such as implementation of identified curriculums, addressing school climate and culture, and responding to direct needs in the areas of diversity and inclusion;
- Liaisons and communicates with community stakeholders regarding diversity and equity concerns or needs;
- Oversee the Oak Park Connects Webpage;
- Provides counseling and mental health support to elementary students (Red Oak Elementary) one day a week;
- Coordinates the elementary counseling program and works collaboratively with the elementary counseling team to develop, maintain, and implement a comprehensive SEL program at all elementary sites;
- Other duties as assigned

## **QUALIFICATIONS:**

### Knowledge of:

- Principals, methods, techniques, strategies, and trends in educational, social, and emotional adjustment counseling;
- Applicable and appropriate aptitude, interest, and achievement appraisal instruments, techniques, and procedures;
- Social service and youth service agencies in the local area;
- Social, emotional, and behavioral characteristics of elementary and secondary students;
- Program evaluation and research techniques, strategies, and procedures; and

### Ability to:

- Assist students in effectively analyzing and developing alternative solutions to behavioral, educational, social, and emotional problems and concerns;
- Effectively deal with site and District personnel, parents, social and youth service agencies in resolving student problems and concerns;
- Effectively participate in the planning and implementation of school guidance and curricular programs;
- Communicate clearly in oral and written form;
- Understand and carry out oral and written directions with minimal accountability controls; and
- Establish and maintain effective organizational, public, and community relationships.

**EXPERIENCE AND EDUCATION:**

Any combination of experience and training that would likely provide the required knowledge and skill to qualify as a counselor. Some examples of ways to obtain this knowledge and skill would be:

Experience: Two years or more of successful public-school counseling experience.

Education: Equivalent to the completion of an earned Master of Arts or higher degree in psychology, counseling, and guidance, or a closely related field.

**CERTIFICATION REQUIRED:**

Possession of a valid Pupil Personnel Services Credential authorizing service as a counselor.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.4.d. APPROVE MEMORANDUM OF UNDERSTANDING AS AN  
ADDENDUM TO THE MOU ESTABLISHING A CATASTROPHIC  
LEAVE PROGRAM AND CATASTROPIC LEAVE BANK FOR  
CLASSIFIED EMPLOYEES**

ACTION

**ISSUE:** Shall the Board approve a Memorandum of Understanding (MOU) that serves as an addendum to the Catastrophic Leave Program and Catastrophic Leave Bank signed on January 16, 2020 following negotiations with the Oak Park Classified Association (OPCA)?

**BACKGROUND:** Staff is recommending that the Board approve this Addendum that will delay the implementation and extend the effective date of the Catastrophic Leave Program and Catastrophic Leave Bank until June 30, 2020 and be effective through June 30, 2023. The delay would be implemented due to the uncertainties we are experiencing due to COVIOID 19. Both parties agree that we would like the program to begin at a later date.

**FISCAL IMPACT:** There is no direct fiscal impact to the General Fund resulting from this MOU.

**ALTERNATIVES:**

1. Approve an MOU with OPCA which serves as an Addendum to the MOU on Catastrophic Leave Program and Catastrophic Leave Bank.
2. Do not approve the MOU

**RECOMMENDATION:** Alternative No. 1

Prepared by: Leslie Heilbron, Ed.D., Assistant Superintendent, Human Resources

Respectfully submitted,

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

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN OAK PARK UNIFIED SCHOOL  
DISTRICT AND OAK PARK CLASSIFIED ASSOCIATION  
ADDENDUM TO CATASTROPHIC LEAVE PROGRAM & CATASTROPHIC  
LEAVE BANK MOU June 16, 2020

This Memorandum of Understanding ("MOU") regarding the Catastrophic Leave Program & Catastrophic Leave Bank is made and entered into between the Oak Park Unified School District ("District") and Oak Park Classified Association ("OPCA") (referred to herein collectively as the "Parties") on June 15, 2020.

This MOU serves as an addendum to the Catastrophic Leave Program & Catastrophic Leave Bank Memorandum of Understanding agreed to and signed by the parties on January 16, 2020 (APPENDIX A).

RECITALS


WHEREAS, The Parties mutually desire to delay the implementation and extend the effective date of the January 16, 2020 Catastrophic Leave Program & Catastrophic Leave Bank Memorandum of Understanding (Appendix A).


AGREEMENT

NOW, THEREFORE, the parties agree to the following:

1. The Catastrophic Leave Program & Catastrophic Leave Bank MOU shall be implemented June 30, 2021 and be effective through June 30, 2023, unless extended by mutual agreement by both parties.
2. This MOU is non-precedential.
3. All other terms and conditions of the January 16, 2020 Catastrophic Leave Program & Catastrophic Leave Bank Memorandum of Understanding shall remain the same.

  
Leslie Heilbron, Assistant Superintendent Human Resources

  
Date

  
Virginia Standing, President of OPCA

  
Date

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.5.a. APPROVE ANNUAL CERTIFICATION OF SIGNATURES FOR 2020-2021**

ACTION

**ISSUE:** Shall the Board of Education approve the annual Certification of Signatures for the 2020-2021?

**STATEMENT:** The school district must annually file a Certification of Signatures at the beginning of each fiscal year as required by the Ventura County Schools Business and Advisory Services Office and in accordance with provisions of Education Code. These authorizations will be valid through December 15, 2020, unless revisions to staff responsibilities are made during the school year or new members are elected or appointed to the Board.

**ALTERNATIVES:** 1. Approve Certification of Signatures for 2020-2021.  
2. Do not approve Certification of Signatures for 2020-2021 as submitted.

**RECOMMENDATION:** Alternative #1.

**RATIONALE:** Education Code mandates that we certify these authorizations annually at the beginning of each fiscal year or after any reorganization or staff change.

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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT  
CERTIFICATION OF SIGNATURES**

I, **ANTHONY W. KNIGHT**, Secretary to the Board of Education of the **OAK PARK UNIFIED SCHOOL DISTRICT** of Ventura County, California certify that the signatures shown below are the verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated. \* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for the period of **JULY 1, 2020** – **DECEMBER 15, 2020**.

Date of Board Action: **JUNE 30, 2020**

Signature: \_\_\_\_\_  
Secretary of the Board

**PART I**

Signatures of Members of the Board

Signature: \_\_\_\_\_  
Print/Type: **Barbara Laifman**  
President of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: **Derek Ross**  
Member of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: **Drew Hazelton**  
Clerk of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: **Denise Helfstein**  
Member of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: **Allen Rosen**  
Member of the Board of Education

**\*K-12 Districts**  
42632, 42633

## PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

Signature: \_\_\_\_\_

Print/Type: **ANTHONY W. KNIGHT**

Title: **SUPERINTENDENT**

Authorized to Sign: **A, B, C, D, E, F, G, 1, 2, 3, 4, 5**

Signature: \_\_\_\_\_

Print/Type: **ADAM RAUCH**

Title: **ASSISTANT SUPERINTENDENT, BUSINESS AND ADMINISTRATIVE SERVICES**

Authorized to Sign: **B, C, D, E, F, G, 1, 2, 4, 5**

Signature: \_\_\_\_\_

Print/Type: **STEWART MCGUGAN**

Title: **ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

Authorized to Sign: **1, 2, 3**

Signature: \_\_\_\_\_

Print/Type: **BYRON JONES**

Title: **DIRECTOR, FISCAL SERVICES**

Authorized to Sign: **B, C, D, E, F, 5**

Please attach an extra sheet for additional signatures if needed. If the Board has given special instructions for the signing of checks or orders, please attach a copy of the resolution.

**The following documents must be filed with School Business and Advisory Services, designating personnel who are authorized to approve and/or sign for:**

- A. Authorization to sign reports, budgets, and all documents requiring signature of Secretary or Clerk.
- B. Authorization to approve payroll orders.
- C. Authorization to approve commercial check orders.
- D. Authorization to sign collection reports to the county.
- E. Authorization to sign board approved budget transfers.
- F. Authorization to sign Inter-fund and Intra-fund Transfers.
- G. Authorization to sign Contracts after Board Approval.

**Examples of documents requiring district authority (not required to be filed with School Business and Advisory Services):**

- 1. Authorization to sign Employment Contracts.
- 2. Appointment of authorized agents, for federal and state applications.
- 3. Appointment of representatives to acquire surplus property.
- 4. Authorization to sign cafeteria reports.
- 5. Authorization to sign checks on district bank accounts, i.e., cafeteria; clearing account.

***Districts must notify School Business and Advisory Services in writing and submit Board Approved signature authorization amendments as staff and/or organizational changes occur mid-year.***

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.5.b. APPROVE CALIFORNIA SCHOOL BOARDS ASSOCIATION  
MEMBERSHIP DUES (\$9,180), AND EDUCATION LEGAL ALLIANCE  
MEMBERSHIP DUES (\$2,295) FOR 2020-2021**

ACTION

**ISSUE:** Shall the Board of Education approve California School Boards Association Membership Due and Education Legal Alliance Membership Dues for 2020-2021?

**STATEMENT:** The Oak Park Unified School District has been a member of the California School Boards Association for many years. As an additional part of membership in CSBA, OPUSD is a member in the Education Legal Alliance at an additional cost. The cost of CSBA membership has increased \$520 and Education Legal Alliance Membership Dues has increased \$130 from last year. The CSBA invoice and supporting documents are included for the board review.

**ALTERNATIVES:**

1. Approve California School Boards Association Membership and Education Legal Alliance Membership Dues for 2020-2021.
2. Approve only the California School Boards Association Membership for 2020-2021.
3. Do not approve California School Boards Association Education Legal Alliance Membership Dues for 2020-2021.

**RECOMMENDATION:** At the Board's discretion

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	_____	_____	_____	_____



California School Boards Association  
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**      **Invoice Date**      **PO #**  
INV-51491-D6C4B7      5/22/2020

**Bill To:**  
Oak Park USD  
5801 Conifer St  
Oak Park, CA 91377-1002  
United States

**Ship To:**  
Oak Park USD  
5801 Conifer St.  
Oak Park, CA 91377-1002  
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership ( 07/01/2020 - 06/30/2021 )	\$9,180.00	1.00	\$9,180.00	
ELA	ELA Membership ( 07/01/2020 - 06/30/2021 )	\$2,295.00	1.00	\$2,295.00	
<p>Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.</p>					

**Total Invoice:** \$11,475.00

**Total Paid:** \$0.00

**Balance Due:** \$11,475.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101072	INV-51491-D6C4B7	05/22/2020		\$11,475.00

**Make checks payable to:**  
California School Boards Association - CSB (6744)  
c/o West America Bank  
P.O. Box 1450  
Suisun City, CA 94585-4450

**Bill To:**  
Oak Park USD  
5801 Conifer St  
Oak Park, CA 91377-1002  
United States





CSBA's Education Legal Alliance

# Fighting for public schools

since 1992

## // Who we are

The California School Boards Association's Education Legal Alliance is a consortium of school districts, county offices of education, and Regional Occupational Centers/programs that have voluntarily joined together for the past 28 years to create a powerful force to pursue and defend a broad spectrum of statewide public education interests before state and federal courts, state agencies and the Legislature.

## // What we do

- » Initiate litigation on issues of statewide importance, such as Proposition 98 funding
- » File amicus briefs and letters supporting school districts and county offices of education on issues of statewide importance
- » Advocate for education-related legislation
- » Provide information to members on ELA issues.

## // How we work

An advisory committee of experienced school law attorneys assists in providing legal analysis and recommendations for ELA involvement to the Steering Committee;

ELA involvement is reviewed by a broad-based Steering Committee consisting of school board members, superintendents and statewide education leaders.

## // Recent Activities

### **Hundreds of Millions of Dollars Saved for School Districts:**

In 2019, ELA settled three lawsuits brought against the State – *CSBA v. Cohen I*, *CSBA v. Cohen II*, and *CSBA v. Bosler* – resulting in repayment of \$686 million (in excess of \$110 per student) to California public schools for underpayment in prior years. ELA will continue to fight to ensure public schools receive all the funding they are entitled to in 2020, and to block any manipulation of Proposition 98 funds.

**Amicus Support in special education cases:** ELA's amicus work ensures courts understand the impact their decision will have on districts and county offices of education throughout the state. In *A.W. v. Tehachapi USD*, ELA provided a statewide perspective to the court that requiring a school district to initiate a due process hearing when it believes it is providing FAPE to the student, but the student's parent disagrees, could lead to significant additional legal costs and burdens on school districts. ELA also supported Clovis USD in successfully arguing that settlement of IDEA claims without obtaining an administrative decision on the merits does not exhaust IDEA remedies, and districts do not need to wait until after a lengthy and costly exchange of evidence to assert a failure to exhaust administrative remedies in *A.L. v. Clovis USD*.

## // THANK YOU FOR YOUR SUPPORT!

Your annual contribution to **Education Legal Alliance** ensures that we can continue this vital work. For more information about your membership, please contact the CSBA legal department at **(800) 266-3382** or [legal@csba.org](mailto:legal@csba.org).



California School Boards Association, Education Legal Alliance  
3251 Beacon Blvd., West Sacramento, CA 95691  
[www.csba.org/ELA](http://www.csba.org/ELA)

May/2020





# Together we make a difference!

With nearly every California school closed due to the COVID-19 pandemic, CSBA has worked tirelessly to support its members with:

## Advocacy

- ▶ **Regular, ongoing communication** with the Administration, Legislature, State Superintendent of Public Instruction and State Board of Education to directly inform about what local educational agencies need.
- ▶ **Consistently engaging with federal representatives** on public education funding and other key policy issues.
- ▶ **Advocated for schools** on various state taskforces and committees devoted to COVID-19.
- ▶ **Influenced Governor's Executive Orders**, CDE guidance and UC/CSU positions on issues such as grading, assessment and graduation requirements, admissions policies, distance learning, access to technology and other issues.

## Communication and resources:

- ▶ **Developed a dedicated webpage with COVID-19 tools**, resources and information ([www.csba.org/coronavirus](http://www.csba.org/coronavirus)) that is updated regularly.
- ▶ **Sent dedicated eblasts to membership with each major announcement** from state and federal government officials.
- ▶ **Hosted a series of webinars about governing during the pandemic.**
- ▶ **Launched digital marketing campaign** to increase visibility of school needs and urge legislators to support schools in the wake of COVID-19.
- ▶ **Wrote op-eds and advocated for higher education funding** to cover COVID-19 costs and expand digital access for schools.
- ▶ **Developed video that school leaders can share** to increase understanding of and support for public schools.

## Policy and Member Services:

- ▶ **Created a variety of sample board policies and sample board resolutions** on topics such as school closures and grading and graduation requirements.
- ▶ **Offered online office hours and remote consultations for members.**
- ▶ **Added a COVID-19 module** to the new Online Learning Center.
- ▶ **Produced sample advocacy letters, op-eds, texts and call scripts** for members to use to rally local communities and advocate for investment to support COVID-19 response and school reopening.



CSBA is proud of the many victories achieved on behalf of California public schools and initiatives to support school governance teams over the past 12 months. Some of the highlights include:

- ▶ **Secured hundreds of millions of dollars in additional funding and prevented billions in potential losses** for public schools through effective legal challenges brought by CSBA and its Education Legal Alliance.
- ▶ **CSBA's aggressive advocacy focused on pension relief** led to the Governor allocating \$3 billion outside of Proposition 98 funds in the 2019–20 state budget to help local educational agencies reduce their CalPERS and CalSTRS obligations.
- ▶ **Recommendations from CSBA's Charter Schools Task Force** and its 2018 report *Uncharted Waters* directly influenced 2019 legislation that made sweeping changes to charter school petition and renewal processes and charter transparency laws, as seen in Senate Bill 126 and Assembly Bills 1505 and 1507.
- ▶ **Launched CSBA's Online Learning Center**, allowing members to continue their professional development at a time and place that is most convenient for them.
- ▶ **Developed a CSBA Equity Statement** to reinforce CSBA's mission of ensuring a high-quality education for every student, provide a frame for the organization's policy and advocacy work, and facilitate board member training initiatives.
- ▶ **Launched a new GAMUT platform** that integrates applications for GAMUT Meetings, GAMUT Policy and GAMUT Policy *Plus*.

We can only expand on this work in partnership with our members. Nearly 1,000 local educational agencies, including 15 ROC/Ps, rely on our wide range of ever-expanding services, including legislative and legal advocacy, leadership development, board policy development and maintenance, policy research and guidance, media and community relations, district services and financial programs, and much more.

Your continued membership enables CSBA to provide the best services and support for you and your students. *Thank you for your dedication to your community and to California's public schools.*

Renew your CSBA membership for 2020–21. For more information, please call us at 800-266-3382. | [www.csba.org](http://www.csba.org)



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.6.a. APPROVE ADOPTION OF NEW BOARD POLICY 0470 –COVID-19  
MITIGATION PLAN – First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the adoption of New Board Policy 0470 – COVID-19 Mitigation Plan?

**BACKGROUND:** New Board Policy 0470 is intended for use during the coronavirus pandemic and supersedes conflicting provisions in other district policies and regulations, thereby eliminating the need to temporarily revise other policies and regulations. When the Governing Board determines, in conjunction with guidance from state and local health officials, that district operations may resume in a manner that makes this policy inapplicable, it should be removed from the district's policy manual. Board Policy 0470 is being submitted for adoption with recommendation from CSBA.

**ALTERNATIVES:** 1. Approve adoption of New Board Policy 0470 – COVID-19 Mitigation Plan.  
2. Do not approve adoption of New Board Policy 0470 – COVID-19 Mitigation 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	_____	_____	_____	_____



# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 0000

Philosophy, Goals, Objectives and Comprehensive Plan

BP 0470(a)

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## **COVID-19 Mitigation Plan**

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

*(cf. 2210 - Administrative Discretion Regarding Board Policy)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 9310 - Board Policies)*

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction. The Board's decision to reopen school campuses for classes, before or after school programs, and/or preschool programs shall be made in consultation with state and local health officials, the county office of education, and neighboring school districts. The district shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

Prior to the return to on-campus teaching and learning, the Superintendent or designee shall provide to students, parents/guardians, and staff current information about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, the current recommendations from the state and local departments of public health, and any other information and/or resources to prepare for a safe return to on-campus teaching and learning. The Superintendent or designee shall also provide information on the processes and protocols the district will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 6020 - Parent Involvement)*

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### Student Support

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

*(cf. 0415- Equity)*

As school campuses reopen, staff shall provide a caring and nurturing educational environment for students. The district may provide instruction on social-emotional well-being to all students, including information on how to deal with stress and anxiety in healthy ways and the importance of emotional well-being for academic success.

*(cf. 6142.8 - Comprehensive Health Education)*

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

*(cf. 5141.5 - Mental Health)*

*(cf. 5141.52 - Suicide Prevention)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

As needed, the district may provide referrals of students and families to basic needs assistance or social services, and may assess students for eligibility for the free and reduced-price meal program or assistance under the McKinney-Vento Homeless Assistance Act.

*(cf. 6173 - Education for Homeless Children)*

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

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

The Superintendent or designee may provide information to staff and parents/guardians regarding how to provide mental health support to students. The Superintendent or designee may also provide counseling to staff who are experiencing emotional difficulties as a result of COVID-19.

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### Instruction/Schedules

The district shall offer a combination of on-campus instruction and distance learning to meet the needs of all students.

*(cf. 6157 - Distance Learning)*

*(cf. 6158 - Independent Study)*

The Superintendent or designee shall work with school principals, teachers, other staff, students, and parents/guardians to recommend to the Board a schedule of on-campus instruction for each school. If all students cannot attend on-campus instruction for the entire school day due to space limitations as a result of social distancing requirements, the Superintendent or designee shall consider arrangements which include a distance or blended learning, and an independent study model.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the district may supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Appropriate training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

### Evaluation of Academic Progress Following Campus Closure

Upon return to on-campus instruction following an extended campus closure, the Superintendent or designee shall evaluate the impact of the campus closure on students' academic progress. Such evaluation may:

1. Address student-specific needs arising from the transition back into on-campus instruction
2. Consider whether or not a student has experienced a regression of skills and/or lack of progress
3. If regression and/or a lack of progress is present, identify opportunities for recovery, including supplemental educational services and/or new or different support services

*(cf. 6179 - Supplemental Instruction)*

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For students with disabilities, the evaluation of academic progress shall also be used to determine whether an additional or revised individualized education program (IEP) or Section 504 plan is needed for the student to be academically successful when returning to on-campus instruction. The Superintendent or designee may prioritize urgent student need in scheduling initial and triennial assessments and annual IEP meetings. The Superintendent or designee shall ensure district compliance with all procedural timelines for IEPs and Section 504 plans as required, unless amended by executive order.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

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

### Grading.

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
2. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

### Health Screening of Students

To the extent feasible, students shall be screened for COVID-19 symptoms before boarding a school bus and/or upon arrival at school each day. The Superintendent or designee shall work with local health officials to determine the appropriate means of screening, which may include temperature checks with a no-touch thermometer.

If the screening indicates a fever or other COVID-19 symptoms, or if the student exhibits symptoms at any time during the school day, the student shall be placed in a supervised isolation area until the student's parent/guardian is contacted and the student can be transported home or to a health care facility. School staff may provide the parent/guardian with referrals to school or community health centers for further testing.

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*



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### Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

Students who are identified as being in a high-risk population for serious complications from COVID-19 because of a medical condition may request assessment and accommodations under Section 504 and/or an alternative instructional method that allows the student to continue receiving instruction off campus.

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

*(cf. 5113 - Absences and Excuses)*

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the principal or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

*(cf. 6154 - Homework/Makeup Work)*

The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The district employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the district and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or attendance supervisor shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

*(cf. 5113.1 - Chronic Absence and Truancy)*

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*(cf. 5113.11 - Attendance Supervision)*

### Social Distancing

In order to maintain a campus environment that allows for social distancing, the district shall assess the capacity of school facilities, including classrooms, cafeterias, multi-purpose rooms, gyms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the district may:

1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other
2. Stagger students in areas of high traffic, such as when students are using lockers, lining up for class, or passing between classes
3. Mark six-foot boundaries within classrooms, common areas, outdoor spaces, and places where students are likely to gather so that students and staff are more readily aware of and can more easily abide by social distancing requirements
4. Utilize restroom stalls and sinks in a manner that allows for social distancing, such as limiting the number of students and/or staff who may use the restroom at a time, blocking off every other stall or sink from use, and/or marking six-foot boundaries
5. Minimize the mixing of students from different classrooms in common spaces, such as in cafeterias and libraries
6. Conduct recess and physical education classes in a manner that allows for social distancing and minimizes the use of physical education equipment
7. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

*(cf. 5142.2 - Safe Routes to School Program)*

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical

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contact, if shared equipment is required for the activity, and if social distancing can be maintained.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

### Personal Protective Equipment and Hygiene Practices

The Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the district shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Face coverings shall not be required for children younger than two years, or for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The district shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

### Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

*(cf. 3510 - Green School Operations)*

*(cf. 3514.1 - Hazardous Substances)*

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

The Superintendent or designee shall ensure that ventilation systems are operating properly and that air flow and ventilation within district facilities is increased, to the extent possible, by opening windows and doors and using fans and air conditioning. Garbage shall be removed daily and disposed of safely.

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### Food Services

The Superintendent or designee shall ensure that students have access to clean drinking water other than through a drinking fountain, and food which is procured, stored, and served in a manner that reduces the likelihood of COVID-19 transmission and follows state and national guidelines for nutrition.

*(cf. 3550 - Food Service/Child Nutrition Program)*

For meals that are consumed on school grounds, the Superintendent or designee shall ensure that students will be able to maintain proper social distancing while eating. In order to do so, the Superintendent or designee may consider the consumption of meals in classrooms, gyms, the outdoors, and/or other district grounds.

Meal service shall also be available to students participating in distance learning, which may include and/or entirely consist of a "grab and go" service or delivery.

Due to the changing financial circumstances of many families as a result of COVID-19, the Superintendent or designee shall regularly provide information to students and parents/guardians regarding the free and reduced-price meal program, eligibility, and how to apply for the program.

*(cf. 3553 - Free and Reduced Price Meals)*

### Staff

Prior to reopening campuses, the Superintendent or designee shall review staff assignments and, upon request, may reassign employees to reduce exposure to the virus, especially for high-risk staff. When feasible for the position, employees may be granted a remote work assignment.

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4113 - Assignment)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

*(cf. 4113.5/4213.5/4313.5 - Working Remotely)*

In the event that employees are unable to perform their duties due to partial or full closure of campuses, the Board shall compensate employees as permitted by law.

*(cf. 4151/4251/4351 - Employee Compensation)*

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work or telework because the employee is ill or needs to

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take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

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

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

*(cf. 4261.1 - Personal Illness/Injury Leave)*

Until December 31, 2020, an eligible employee may take paid sick leave for up to 80 hours, or the number of hours that a part-time employee works on average over a two-week period, if the employee is unable to work or telework because the employee is: (29 USC 2601)

1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis
4. Caring for an individual who is subject to a federal, state, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine
5. Caring for the employee's child whose school or child care provider is closed or unavailable for reasons related to COVID-19
6. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services

Employees shall be paid their regular rate of pay for leave taken pursuant to items #1-3 above, or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 above, within the limits specified in law. (29 USC 2601)

For the purpose specified in item #5 above, eligible employees who have been employed by the district for at least 30 calendar days shall be granted extended leave for up to 12 work weeks upon request. The first 10 days of such leave shall be unpaid unless the employee uses accrued vacation leave, personal leave, sick leave, or paid sick leave granted pursuant to 29 USC 2601. After the first 10 days, the district shall pay not less than two-thirds of the employee's regular pay for the number of hours per week the employee normally works, with a maximum of \$200 per day and \$10,000 for the total period. Eligibility for extended leave for this purpose is subject to the employee's eligibility for leave pursuant to the Family and Medical Leave Act. (29 USC 2601, 2620)

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The district shall post, in conspicuous places where employee notices are customarily posted, a notice prepared by the U.S. Department of Labor regarding the requirements of 29 USC 2601 and 2620. (29 USC 2601)

### Follow-Up with Infected Persons/Contact Tracing

The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.

If a student, family member of a student, or staff member has tested positive for COVID-19, the district shall assist local health officials in conducting contact-tracing to identify potentially exposed individuals and ask them to self-quarantine, which may include not participating in on-campus instruction. While maintaining the privacy of the infected person, the district shall inform other students and staff with whom the infected person may have had contact in school.

### Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

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

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

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

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high-risk status.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

### Community Relations

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of

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public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

*(cf. 1100 - Communication with the Public)*

*(cf. 1112 - Media Relations)*

*(cf. 9010 - Public Statements)*

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

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

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

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all district protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 1250 - Visitors/Outsiders)*

Use of school facilities by persons or organizations for community purposes involving large gatherings shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may only grant an exception if the number of participants in the activity will be limited and the person or organization follows the processes and protocols established by the district to minimize the health risks associated with COVID-19.

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

### Potential Reclosure of Campus

The district shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose school campuses for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.



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If any person diagnosed with COVID-19 is known to have been in district building(s), the Superintendent or designee shall immediately notify local health officials to determine a course of action. The building should be closed until cleaning and disinfecting of the building can be completed and the district can consult with local health officials to determine, based on up-to-date information about the specific cases in the community, whether an extended closure is needed to stop or slow further spread of COVID-19.

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the district shall continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

### **Legal Reference:**

#### EDUCATION CODE

44978 Sick leave for certificated employees

45191 Leave of absence for illness and injury, classified employees

48205 Excused absences

48213 Prior parent notification of exclusion; exemption

48240 Supervisors of attendance

49451 Exemption from physical exam; exclusion from attendance

#### GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12945.1-12945.2 California Family Rights Act

#### HEALTH AND SAFETY CODE

120230 Exclusion from attendance

#### LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

#### CODE OF REGULATIONS, TITLE 2

11087-11098 California Family Rights Act

#### CODE OF REGULATIONS, TITLE 5

202 Exclusion from attendance

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

#### UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended, especially:

2601 Paid sick leave

2620 Public health emergency leave

#### UNITED STATES CODE, TITLE 42

1760 Note National School Lunch program waivers addressing COVID-19

#### CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

### **Management Resources:**

#### CSBA PUBLICATIONS

Sample School Board Resolution on Grading During Emergency School Closures



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CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*FAQs for 2019 Novel Coronavirus*

*FAQs on Grading and Graduation Requirements*

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

*CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, March 16, 2020*

*School Guidance on Novel Coronavirus or COVID-19, March 7, 2020*

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

*Considerations for Schools, rev. May 19, 2020*

*Interim Guidance for Schools and Day Camps, May 2020*

*Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare, and Respond to Coronavirus Disease 2019 (COVID-19), March 25, 2020*

OFFICE OF THE GOVERNOR PUBLICATIONS

*Executive Order N-30-20, March 17, 2020*

*Executive Order N-26-20, March 13, 2020*

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

*Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020*

U.S. DEPARTMENT OF LABOR POSTERS

*Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under the Families First Coronavirus Response Act*

WEB SITES

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

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

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov/coronavirus/2019-ncov>

Office of the Governor: <http://www.gov.ca.gov>

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

U.S. Department of Labor: <http://www.dol.gov>

World Health Organization: <http://www.who.int>

Adopted: 6-30-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.6.b. APPROVE AMENDMENT TO BOARD POLICY AND  
ADMINISTRATIVE REGULATION 1312.3 – UNIFORM COMPLAINT  
PROCEDURES – First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the amendment to Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures?

**BACKGROUND:** Board Policy 1312.3 updated to add medical condition as a characteristic that is protected from discrimination, reflect NEW LAW (SB 75, 2019) which extends the use of uniform complaint procedures (UCP) to complaints alleging noncompliance with the physical education instructional minutes requirement for grades 7-12, and add an item indicating the use of the UCP for complaints regarding health and safety in a license-exempt California State Preschool Program (CSPP) consistent with CDE's Federal Program Monitoring Instrument. Regulation updated to reflect NEW LAW (SB 75, 2019) which extends the use of UCP to complaints alleging noncompliance with the physical education instructional minutes requirement for grades 7-12, and to add a section reflecting requirements for complaints alleging noncompliance with health and safety standards for CSPP programs, formerly in AR 1312.4 - Williams Uniform Complaint Procedures. Board Policy 1312.3 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures.
2. Do not approve amendment to Board Policy and Administrative Regulation 1312.3 – Uniform Complaint Procedures.

**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	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT

## BOARD POLICY

Series 1000

Community Relations

BP 1312.3(a)

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### **Uniform Complaint Procedures**

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

### **Complaints Subject to UCP**

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; After School Education and Safety programs; agricultural career technical education; ~~American Indian education centers and early childhood education program assessments; bilingual education; California Peer Assistance and Review programs for teachers; state career technical and technical education, career-technical, and technical training programs;~~ federal career technical education; child care and development programs; child nutrition programs; compensatory education; consolidated categorical aid programs; ~~Economic Impact Aid;~~ the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; school safety plans; ~~special education programs;~~ California State Preschool Programs; ~~Tobacco-Use Prevention Education programs;~~ and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

~~*(cf. 5131.62 - Tobacco)*~~

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

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

~~*(cf. 6159 - Individualized Education Program)*~~

*(cf. 6171 - Title I Programs)*

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

*(cf. 6175 - Migrant Education Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Work-Based Learning)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

*(cf. 6200 - Adult Education)*

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

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2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, **medical condition**, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

*(cf. 5146 - Married/Pregnant/Parenting Students)*

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)
5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

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*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3100 - Budget)*

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

*(cf. 0420 - School Plans/Site Councils)*

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

*(cf. 6173.1 - Education for Foster Youth)*

9. Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)

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11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement ~~for students in elementary school~~ (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

13. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235.5; Health and Safety Code 1596.7925)

14. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

15. Any other complaint as specified in ~~a~~ district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process ~~to reach~~for resolving a ~~resolution to the~~ complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

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*BP 1312.3(e)*

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*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

*(cf. 3580 - District Records)*

## **Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

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

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Community Relations

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Department of Fair Employment and Housing.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments, ~~or health and safety violations in any license exempt California State Preschool Program~~ shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

## **Legal Reference:**

### EDUCATION CODE

200-262.4 Prohibition of discrimination  
8200-8498 Child care and development programs  
8500-8538 Adult basic education  
18100-18203 School libraries  
32280-32289 School safety plan, uniform complaint procedures  
~~33380-33384 California Indian Education Centers~~  
35186 Williams uniform complaint procedures  
~~44500-44508 California Peer Assistance and Review Program for Teachers~~  
46015 Parental leave for students  
48853-48853.5 Foster youth  
48985 Notices in language other than English  
49010-49014 Student fees  
49060-49079 Student records, especially:  
49069.5 Records of foster youth  
49490-49590 Child nutrition programs  
49701 Interstate Compact on Educational Opportunity for Military Children  
51210 Courses of study grades 1-6  
51222 Physical education, secondary schools  
51223 Physical education, elementary schools  
51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements  
51226-51226.1 Career technical education  
51228.1-51228.3 Course periods without educational content  
52060-52077 Local control and accountability plan, especially:  
52075 Complaint for lack of compliance with local control and accountability plan requirements  
~~52160-52178 Bilingual education programs~~  
52300-52462 Career technical education  
52500-52616.24 Adult schools  
~~54000-54029 Economic Impact Aid~~  
54400-54425 Compensatory education programs  
54440-54445 Migrant education  
54460-54529 Compensatory education programs  
~~56000-56865 Special education programs~~  
59000-59300 Special schools and centers  
64000-64001 Consolidated application process; school plan for student achievement



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65000-65001 School site councils

## GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

## HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

~~104420 Tobacco Use Prevention Education~~

## PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

## CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

## CODE OF REGULATIONS, TITLE 5

~~3080 Applicability of uniform complaint procedures to complaints regarding students with disabilities~~

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

## UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I Improving the Academic Achievement of the Disadvantaged

6801-7014 Title III language instruction for limited English proficient and immigrant students

## UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

## UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

12101-12213 Title II equal opportunity for individuals with disabilities

## CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

## CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

## **Management Resources:**

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

[Uniform Complaint Procedure 2020-21 Program Instrument](#)

Sample UCP Board Policies and Procedures

### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

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*Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002*

## WEB SITES

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

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

Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpco>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Adopted 2-16-93

Amended 11-8-95, 1-28-95, 9-17-02, 6-17-03, 2-15-05, 5-16-06, 9-18-12, 2-17-15, 9-15-15,  
5-17-16, 02-21-2017, 8-30-17, 4-17-18, 6-18-19, [6-30-20](#)

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

*Series 1000*

*Community Relations*

*AR 1312.3(a)*

### **Uniform Complaint Procedures**

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*

### **Compliance Officers**

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

Assistant Superintendent, Human Resources  
Oak Park Unified School District  
5801 Conifer Street  
Oak Park, CA 91377  
818-735-3200

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve

# **OAK PARK UNIFIED SCHOOL DISTRICT**

## **ADMINISTRATIVE REGULATION**

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complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator, shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

### Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

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## **ADMINISTRATIVE REGULATION**

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2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3260 - Fees and Charges)*

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred
5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

*(cf. 6175 - Migrant Education Program)*

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints
7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision
9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

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## **ADMINISTRATIVE REGULATION**

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10. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

### Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013,

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## **ADMINISTRATIVE REGULATION**

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52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

### Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within five business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such [evidence or information may be presented at any time during the investigation.](#)

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with

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## **ADMINISTRATIVE REGULATION**

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*AR 1312.3(f)*

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information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

### Timeline for Final Decision

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

### Final Written Decision

For all complaints, the district's final written decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination,



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the following factors may be taken into account:

- a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
  3. Disposition of the complaint
  4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees

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complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE.

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(Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

### Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys. (cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

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For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

*(cf. 6164.5 - Student Success Teams)*

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

7. Disciplinary action, such as suspension or expulsion, as permitted by law

*(cf. 5144 - Discipline)*

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

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

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However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes ~~for students in elementary schools~~, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, [51222](#), 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

### Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the district's decision has been appealed, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint

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6. A copy of the district's UCP
7. Other relevant information requested by CDE

Adopted: 2-16-93

Amended: 9-17-02, 1-06, 3-12, 10-14, 9-15-15, 5-17-16, 02-21-17, 8-30-17, 4-17-18, 6-18-19,  
6-30-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.6.b. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION  
1312.4 – WILLIAMS UNIFORM COMPLAINT PROCEDURES – First  
Reading**

ACTION

**ISSUE:** Should the Board of Education approve the amendment to Administrative Regulation 1312.4 – Williams Uniform Complaint Procedures?

**BACKGROUND:** Administrative Regulation 1312.4 updated to delete material related to complaints regarding noncompliance with health and safety requirements in a license-exempt CSPP program as such complaints have been moved to BP/AR 1312.3 - Uniform Complaint Procedures, consistent with CDE's Federal Program Monitoring instrument. Administrative Regulation 1312.4 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Administrative Regulation 1312.4 – Williams Uniform Complaint Procedures.
2. Do not approve amendment to Administrative Regulation 1312.4 – Williams Uniform Complaint Procedures.

**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	_____	_____	_____	_____

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## **Williams Uniform Complaint Procedures**

### **Types of Complaints**

The district shall use the procedures **described** in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
  - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A student was provided photocopied sheets from only a portion of a textbook or instructional material to address a shortage of textbooks or instructional materials.

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

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

*(cf. 4112.22 - Staff Teaching English Learners)*

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not



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been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of ~~the~~ semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; ~~or~~ structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

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Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

*(cf. 3514 – Environmental Safety)*

*(cf. 3517 – Facilities Inspection)*

### Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code ~~8235.5~~, 35186; 5 CCR 4680)

The Superintendent or designee shall post in each ~~K-12~~ classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

### Filing of Complaint

A complaint alleging any condition(s) specified in the section “Types of Complaints” above shall be filed with the principal or designee ~~or the preschool administrator or designee as appropriate,~~ at the school in which the complaint arises. A complaint about problems beyond the authority of the principal ~~or preschool administrator~~ shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code ~~8235.5~~, 35186; 5 CCR 4680)

### Investigation and Response

The principal/~~preschool administrator~~ or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within ~~his/her~~ the principal's or designee's authority.

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(Education Code ~~8235.5~~; 35186; 5 CCR 4685)

~~Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)~~ The principal/~~preschool administrator~~ or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code ~~8235.5~~; 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/~~preschool administrator~~ or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/~~preschool administrator~~ makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code ~~8235.5~~; 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code ~~8235.5~~; 35186)

If a complainant is not satisfied with the resolution of ~~the~~ complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled ~~hearing~~ meeting. (Education Code ~~36186~~35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a ~~or #4~~ in the section entitled "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/~~preschool administrator~~ or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code ~~8235.5~~; 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

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

## Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data

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on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

## **Legal Reference:**

### EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

~~8235-8239.1 California State Preschool Programs, especially:~~

~~8235.5 California State Preschool Program, complaints regarding health and safety issues~~

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5-35292.6 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

### HEALTH AND SAFETY CODE

~~1596.792 California Child Day Care Act; general provisions and definitions~~

~~1596.7925 California Child Day Care Act; health and safety regulations~~

### CODE OF REGULATIONS, TITLE 5

~~4600-4670~~ Uniform complaint procedures

4680-4687 Williams ~~complaints~~ uniform complaint procedures

### UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

## **Management Resources:**

### WEB SITES

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

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

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Adopted: 11-04

Amended: 1-08, 11-10, 8-14, 6-18-19, 6-30-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.6.d. APPROVE AMENDMENT TO BOARD POLICY AND  
ADMINISTRATIVE REGULATION 1340 – ACCESS TO DISTRICT  
RECORDS – First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the amendment to Board Policy and Administrative Regulation 1340 – Access to District Records?

**BACKGROUND:** Board Policy 1340 updated to reflect NEW LAW (AB 1819, 2019) which allows members of the public to use their own equipment on district premises, free of charge, to photograph, copy, or reproduce a disclosable district record, provided that the equipment does not make physical contact with the record. Regulation updates the list of confidential public records to include the prohibition against releasing an employee's personal email address, upon request from the employee. Regulation also reflects NEW LAW (AB 1819, 2019) which allows members of the public to use their own equipment, free of charge, to photograph, copy, or reproduce a disclosable district record on district premises, provided that the means of copying or reproducing the record does not require the equipment to make physical contact with the record, does not damage the record, and does not result in unauthorized access to the district's computer systems or secured networks. Board Policy 1340 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Board Policy and Administrative Regulation 1340 – Access to District Records.
2. Do not approve amendment to Board Policy and Administrative Regulation 1340 – Access to District Records.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1340(a)

## **Access To District Records**

The Governing Board recognizes the right of ~~citizens~~ members of the public to have access to public records of the district. ~~The Board intends~~ The district ~~to~~ shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)  
(cf. 3580 - District Records)  
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)  
(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 5125 - Student Records)  
(cf. 5125.1 - Release of Directory Information)  
(cf. 6162.5 - Student Assessment)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9321 - Closed Session ~~Purposes and Agendas~~)

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

(cf. 4040 - Employee Use of Technology)  
(cf. 9012 - Board Member Electronic Communications)

The district may charge for copies of public records or other materials requested by individuals or groups, **unless they are using their own personal equipment to reproduce the record.** The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

## **Legal Reference:**

### EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status  
35145 Public meetings  
35170 Authority to secure copyrights  
35250 Duty to keep certain records and reports  
41020 Requirement for annual audit  
42103 Publication of proposed budget; hearing  
44031 Personnel file contents and inspections

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Series 1000

Community Relations

BP 1340(b)

44839 Medical certificates; periodic medical examination

49060-49079 Student records

49091.10 Parental review of curriculum and instruction

## GOVERNMENT CODE

3547 Proposals relating to representation

6250-6270 California Public Records Act

6275-6276.48 California Public Records Act; other exemptions from disclosure

8310.3 California Religious Freedom Act

53262 Employment contracts

54957.2 Minute book record of closed sessions

54957.5 Agendas and other writings distributed for discussion or consideration

81008 Political Reform Act, public records; inspection and reproduction

## CALIFORNIA CONSTITUTION

Article I, Section 3 Right of access to governmental information

## CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

## COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Los Angeles County Board of Supervisors v. Superior Court (2016) 2 Cal.5th 282

Sacramento County Employees' Retirement System v. Superior Court (2011) 195 Cal. App. 4th 440

International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319

Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381

Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324

Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414

North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

## ATTORNEY GENERAL OPINIONS

71 Ops.Cal.Atty.Gen. 235 (1988)

64 Ops.Cal.Atty.Gen. 186 (1981)

## Management Resources:

### CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

~~Summary of the~~ Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

California Department of Justice Guidelines for Access to Public Records ~~Act, 2004~~, October 2017

### LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, ~~2008~~ rev. April 2017

### WEB SITES

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

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

Institute for Local Government: <http://www.cacities.org>

State Bar of California: <http://www.calbar.ca.gov>

Adopted: 2-22-78

Amended: 5-28-80, 10-4-83, 4-2-91, 9-17-02, 11-18-03, 11-08, 8-30-17, 6-30-20

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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## **Access To District Records**

### **Definitions**

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

*(cf. 3580 – District Records)*

*(cf. 9012 – Board Member Electronic Communications)*

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of ~~his/her~~<sup>such</sup> membership, agency, office, or employment. (Government Code 6252)

### **Public Records**

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

*(cf. 3100 - Budget)*

*(cf. 3460 – Financial Reports and Accountability)*

2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

6. Meeting agendas (Government Code 54957.5)



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*(cf. 9322 - Agenda/Meeting Materials)*

7. Official communications between the district and other government agencies
8. School-based program **District and school** plans **and the** information and data relevant to the **development and** evaluation ~~and modification~~ of ~~districts~~**such** plans, **unless otherwise prohibited by law** ~~-(Education Code 52850)~~

~~*(cf. 0420 - School Plans/Site Councils)*~~

~~*(cf. 0420.1 - School Based Program Coordination)*~~

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0440 - District Technology Plan)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0460 - Local Control and Accountability Plan)*

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~

~~*(cf. 0520.3 - Title I Program Improvement Districts)*~~

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 3543 - Transportation Safety and Emergencies)*

*(cf. 7110 - Facilities Master Plan)*

9. Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

10. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)

*(cf. 3320 - Claims and Actions Against the District)*

11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

*(cf. 9270 - Conflict of Interest)*

12. Documents containing names, salaries, and pension benefits of district employees

13. Employment contracts and settlement agreements (Government Code 53262)

*(cf. 2121 - Superintendent's Contract)*

*(cf. 4117.5/4217.5/4317.5 - Termination Agreements)*

*(cf. 4141/4241 - Collective Bargaining Agreement)*

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14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

*(cf. 5020 – Parent Rights and Responsibilities)*

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

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

## Confidential Public Records

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

*(cf. 5145.13 - Response to Immigration Enforcement)*

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, and interagency-~~or interdistrict~~ or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

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

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254~~;~~, 6254.25)

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3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)

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

The home addresses~~and~~, home telephone numbers, personal cell **phone** numbers, or birth date of employees may **only** be disclosed ~~only~~ as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, **personal email address**, or birth date, and the district shall remove ~~this information~~ **the home address, home telephone number, and personal cell phone number** from any mailing list of the district except a list used exclusively to contact the employee.

(cf. 4140/4240/4340 – Bargaining Units)

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

(cf. 4154/4254/4354 – Health and Welfare Benefits)

4. Student records, except directory information and other records to the extent permitted **under the** ~~by~~ law, ~~when disclosure is authorized by law and district policy~~

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

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5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

*(cf. 6162.51 - State Academic Achievement Tests)*

~~*(cf. 6162.52 - High School Exit Examination)*~~

6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)
7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 6254)
8. Library circulation and patron use records of a borrower or patron including, but not limited to, his/her name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to a persons acting within the scope of his/hertheir duties in the administration of the library; to a persons authorized in writing, by the individual to whom the records pertain, to inspect the records; or by court order (Government Code 6254, 6267)

*(cf. 6163.1 - Library Media Centers)*

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

*(cf. 9124 - Attorney)*

10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

~~*(cf. 0450 - Comprehensive Safety Plan)*~~

11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

*(cf. 9223 - Filling Vacancies)*

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12. Minutes of Board meetings held in closed session (Government Code 54957.2)

(cf. 9321 - Closed Session ~~Purposes and Agendas~~)

13. Computer software developed by the district (Government Code 6254.9)

14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

(cf. 5141.6 - School Health Services)

16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

### Inspection of Records and Requests for Copies

Any person may request a copy or inspection of any district record that is ~~open to the public and~~ not exempt from disclosure. (Government Code 6253)

Within ~~ten (10)~~ days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of ~~his/her~~ the determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester ~~and~~ setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

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1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Without charging any fees or costs, the Superintendent or designee shall allow members of the public to use their own equipment on district premises to photograph or otherwise copy or reproduce a disclosable record as long as the means of copy or reproduction: (Government Code 6253)

1. Do not require the equipment to make physical contact with the record
2. Will not result in damage to the record
3. Will not result in unauthorized access to the district's computer systems or secured networks by using software, equipment, or any other technology capable of accessing,

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altering, or compromising the district's electronic records

The Superintendent or designee may impose any reasonable limit on the use of personal equipment to photograph, copy, or reproduce a disclosable record that is necessary to protect the safety of the records, or to prevent the copying of records from being an unreasonable burden to the orderly function of the district and its employees. The Superintendent or designee may also impose any limit that is necessary to maintain the integrity of, or ensure the long-term preservation of, historic or high-value records. (Government Code 6253)

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

### Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, ~~he/she shall assist~~ the requester ~~shall be assisted~~ in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

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1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

Adopted: 4-2-91

Amended: 3-05, 11-08, 11-11, 8-30-17, [6-30-20](#)



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.6.e. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION 4030  
–NONDISCRIMINATION IN EMPLOYMENT– First Reading**

**ACTION**

**ISSUE:** Should the Board of Education approve the amendment to Administrative Regulation 4030 – Nondiscrimination in Employment?

**BACKGROUND:** Administrative Regulation updated to reflect NEW LAW (SB 778) which delays until January 1, 2021 a requirement for districts with five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to nonsupervisory employees. Regulation also reflects NEW LAW (AB 9) which allows complaints of employment discrimination to be filed with the Department of Fair Employment and Housing up to three years after the alleged act. Administrative Regulation 4030 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Administrative Regulation 4030 – Nondiscrimination in Employment.
2. Do not approve amendment to Administrative Regulation 4030 – Nondiscrimination in Employment.

**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	_____	_____	_____	_____

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## **Nondiscrimination In Employment**

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or **other** person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 4032 - Reasonable Accommodation)*

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to ~~coordinate~~ **organize and manage** the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent, Human Resources  
5801 Conifer Street  
Oak Park, CA 91377  
818-735-3200

## **Measures to Prevent Discrimination**

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees and post electronically ~~on computers~~ in a conspicuous location ~~, the~~ **on computers for employee use, up-to-date** California Department of Fair Employment and Housing (DFEH) posters ~~in regard to~~ **the prohibition of** workplace discrimination and harassment, ~~and~~ **the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth.** (Government Code 12950; 2 CCR 11013, 11023, 11049)

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

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- a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
- b. Posting them in all district schools and offices, including staff lounges and other prominent locations
- c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
  - a. Printing and providing a copy ~~of the policy~~ to all employees, with an acknowledgment form for each employee to sign and return
  - b. Sending ~~the policy~~ a copy via email with an acknowledgment return form
  - c. Posting ~~the a copy policy~~ on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
  - d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
  - e. Any other way that ensures employees receive and understand the policy

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
5. Provide training ~~to employees, volunteers, and interns~~ regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic

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behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce. (2 CCR 11023)

### Complaint Procedure

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's ~~employee's~~ direct supervisor may be bypassed in filing a complaint ~~where~~ when the supervisor is the subject of the complaint.

The complainant may ~~file a written complaint in accordance with this procedure or may~~ first attempt to resolve the situation informally with the ~~employee's~~ complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, ~~other~~ any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

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2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be ~~revealed~~ disclosed as necessary to conduct an effective investigation.

*(cf. 3580 - District Records)*

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

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

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, ~~s~~need to be taken before the investigation is completed in order to prevent ~~ensure that~~ further incidents ~~are prevented~~. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize

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the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the ~~Governing Board~~ Superintendent:— The complainant or the person accused may appeal any findings to the ~~Board~~ Superintendent within 10 business days of receiving the written report of the coordinator's findings. The ~~coordinator~~ Superintendent or designee shall provide the Superintendent ~~Board~~ with all information presented during the investigation. Upon receiving an appeal, the Superintendent shall schedule a meeting with the complainant, or the person accused, ~~Board shall schedule a hearing~~ as soon as practicable. ~~Any complaint against a district employee shall be addressed in closed session in accordance with law.~~ The Superintendent ~~Board~~ shall render a ~~its~~ decision within 10 business days of the meeting. The Superintendent's decision is final.

(cf. 1312.1 - Complaints Concerning District Employees)  
~~(cf. 9321—Closed Session Purposes and Agendas)~~

## Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960. (Government Code 12960) ~~To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960~~
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s). (42 USC 2000e-5) ~~To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)~~
3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC 2000e-5) ~~To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged~~

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~~discriminatory act(s) or within 30 days after the termination of proceedings by DFEH,  
whichever is earlier (42 USC 2000e-5)~~

Adopted: 9-17-02

Amended: 2-16-16, 5-16-17, 9-17-19, 6-30-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**SUBJECT: B.6.f. APPROVE ADOPTION OF BOARD POLICY AND AMENDMENT TO ADMINISTRATIVE REGULATION 4218 – DISMISSAL/ SUSPENSION/DISCIPLINARY ACTION – First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the adoption of Board Policy and amendment to Administrative Regulation 4218 Dismissal/Suspension/ Disciplinary Action?

**BACKGROUND:** New Board Policy 4218 contains material formerly in AR pertaining to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects NEW LAW (AB 2234, 2018) which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Regulation updated to reflect procedural rights that must be granted to permanent district employees based on the court decision in Skelly v. State Personnel Board, including notification of the materials upon which the proposed action is based and the employee's right to respond to a designated district official ("Skelly officer") who will decide whether the recommended discipline should be imposed. Board Policy 4218 is being submitted for adoption with recommendation from CSBA.

**ALTERNATIVES:**

1. Approve adoption of Board Policy and amendment to Administrative Regulation 4218 – Dismissal/Suspension/Disciplinary Action.
2. Do not approve adoption of Board Policy and amendment to Administrative Regulation 4218 – Dismissal/Suspension/Disciplinary Action.

**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	_____	_____	_____	_____



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### **Dismissal/Suspension/Disciplinary Action**

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 4000 - Concepts and Roles)*  
*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)*  
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*  
*(cf. 4200 - Classified Personnel)*

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period. A probationary employee shall not be entitled to a hearing.

*(cf. 4216 - Probationary/Permanent Status)*

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

### **Procedures for Serious Disciplinary Proceedings**

The Superintendent or designee shall develop disciplinary procedures for use when suspension, demotion, reduction of pay, step and class, or dismissal is contemplated against an employee.

## OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, reduction of pay, step and class, or dismissal, the employee may request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

*(cf. 9321 - Closed Session Purposes and Agendas)*

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in

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writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

If the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

## **Legal Reference:**

### **EDUCATION CODE**

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44031 Personnel file

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security

44990-44994 Testimony of minor witnesses at dismissal or suspension hearings

45101 Definitions (including "disciplinary action," "cause")

45109 Fixing of duties

45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense

45124 Dismissal of sexual psychopath

45202 Transfer of accumulated sick leave and other benefits following dismissal

45240-45320 Merit system, classified employees

### **CODE OF CIVIL PROCEDURE**

1286.2 Grounds for vacating decision of arbitrator

### **GOVERNMENT CODE**

11500-11529 Administrative adjudication

12900-12996 Fair Employment and Housing Act

54957 Brown Act open meeting laws; closed session

### **HEALTH AND SAFETY CODE**

11054 Schedule I; substances included

11055 Schedule II, substances included

11056 Schedule III, substances included

11357-11361 Marijuana

11363 Peyote

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*11364 Opium*

*11370.1 Possession of controlled substances with a firearm*

*PENAL CODE*

*187 Murder*

*667.5 Sex offenders*

*830.32 Peace officers employed by district*

*1192.7 Violent or serious felony*

*11165.2-11165.6 Child abuse or neglect, definitions*

*VEHICLE CODE*

*1808.8 School bus drivers; dismissal for safety-related cause*

*UNITED STATES CODE, TITLE 42*

*12101-12213 Americans with Disabilities Act*

*COURT DECISIONS*

*California School Employees Association v. Bonita Unified School District (2008) No. B200141*

*California School Employees v. Livingston Union School District (2007) 149 Cal.App 4th 391*

*CSEA v. Foothill Community College District (1975) 52 Cal.App. 3rd 150, 155-156, 124 Cal. Rptr 830*

*Skelly v. State Personnel Board (1975) 15 Cal. 3d 194*

Adopted: 6-30-20

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4218(a)

## Dismissal/Suspension/Disciplinary Action

### Termination of Probationary Employment

~~At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.~~

### Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

~~Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.~~

## Causes for Disciplinary Action

~~In addition~~ A permanent classified employee may be subject to ~~any disqualifying~~ suspension, demotion, reduction of pay, step and ~~in-class~~ involuntary reassignment, or ~~actionable~~ dismissal for one or more of the following causes:

1. ~~otherwise provided for by statute or by policy~~ Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 5141.4 - Child Abuse Reporting Procedures ~~Child Abuse Prevention and Reporting~~)

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

3. Unlawful discrimination, including harassment, against any student or other employee

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

- ~~2.4.~~ Violation of or refusal to obey state or federal law or regulation ~~of this~~, Board policy, or district, ~~each of the following constitutes cause for personnel action against a permanent-classified employee:~~ or school procedure

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- ~~————a. ———Falsifying—~~
  - 5. Falsification of any information supplied to the ~~school~~ district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
  - 6. Unsatisfactory performance
  - 7. Unprofessional conduct
  - ~~3.8.Dishonesty~~
  - ~~b. ———Incompetency.~~
  - ~~c. ———Inefficiency.~~
  - 9. Neglect of duty ~~or absence without leave~~
  - 10. Insubordination.
  - ~~f. ———Dishonesty.~~
  - ~~g. ———Drinking alcoholic beverages~~
  - 11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to ~~cause any detrimental effect upon~~ ~~the employee or upon employees associated with him/her.~~ ~~employee's performance~~
- (cf. 4020 - Drug and Alcohol-Free Workplace)
- ~~h. —Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.—~~
  - ~~i. —Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position.— A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.~~
  - ~~j. —Absence without leave.~~
  - ~~k. —Immoral conduct.~~
  - ~~l. —Discourteous treatment of the public, students, or other employees.~~
  - ~~m. —Improper political activity.~~
  - ~~n. —Willful disobedience.~~
  - ~~o. —Misuse~~

~~(cf. 4112.41/4212.41/4312.41—Employee Drug Testing)~~

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~~(cf. 4112.42/4212.42/4312.42—Drug and Alcohol Testing for School Bus Drivers)~~

~~(cf. 4159/4259/4359—Employee Assistance Program)~~

12. ~~12.~~—Destruction or misuse of district property:

~~p.—Violation of district, Board or departmental rule, policy, or procedure.~~

~~q.—Failure to possess or keep in effect~~

*(cf. 4040 - Employee Use of Technology)*

13. ~~13.~~—Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position:

~~r.—Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.~~

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointment and Conditions of Employment)*

14. ~~14.~~—A physical or mental ~~disability~~condition which precludes the employee from the proper performance of ~~his/her~~ duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law ~~regulating the retirement of employees.~~

~~t.—Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.~~

~~u.—Unlawful retaliation against any other district officer or employee or member of the public~~

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

15. ~~15.~~—Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on ~~the job~~ or directly related ~~thereto~~ to the job

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

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16. ~~16.~~—Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

17. ~~17.~~—Any other ~~failure of good behavior either during or outside of duty hours~~ misconduct which is of such nature that it causes discredit or injury to the district or ~~his/her employment~~ the employee's position

~~Except as defined in item "s" above, no personnel~~

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 5145.2 - Freedom of Speech/Expression)

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.  
(Education Code 45113)

(cf. 4216 - Probationary/Permanent Status)

## Initiation and Notification of Charges

~~The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.~~

~~In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board.~~

~~The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.~~

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the



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employee's last known address.—~~The recommendation shall include:~~

The recommendation ~~notice~~ shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

### Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

- ~~Within a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).~~
- ~~b. A statement of the cause or causes for the personnel action, as set forth above.~~
- ~~c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.~~
- ~~d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.~~
- ~~e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.~~

### 3. Employment Status Pending Appeal or Waiver

~~Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.~~

~~If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after~~

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~~issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.~~

#### 4. Time Limit of Suspension

~~Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.~~

#### 5. Right to Appeal

~~Within five (5) calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation.~~

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of ~~appeal~~. ~~A notice of appeal is filed only by delivering the notice of appeal~~request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. ~~A notice of appeal may be~~If mailed to the office of the Superintendent or designee ~~but, it must be received or postmarked no later than the time limit stated herein.~~specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any ~~appeal of~~request for a hearing on the ~~recommendation of~~dismissal shall also constitute ~~an appeal of a~~request to hear the suspension order, and the necessity of the suspension order shall be an issue in the ~~appeal~~ hearing.

#### Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested,

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immediately after issuance. ~~If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.~~

If the Superintendent or designee seeks the employee's immediate suspension without pay, the Superintendent or designee shall provide notice to the employee of the recommendation for discipline and immediate suspension prior to the effective date of the suspension. The notice shall include the charges and materials upon which the recommendation is based. The notice shall also identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline and immediate suspension.

### ~~6. Amended/Supplemental Charges~~

~~At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.~~

~~If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.~~

### ~~7. Hearing Procedures~~

~~The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.~~

~~b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any~~

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~~case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.~~

~~—c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:~~

~~————(1) Adopt the proposed decision in its entirety.~~

~~————(2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.~~

~~————(3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.~~

~~————(4) Reject the proposed decision in its entirety.~~

~~—d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.~~

~~e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior~~

~~— personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.~~

### 8. Hearing Decision

~~The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.~~

~~The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.~~

### 9. Compulsory Dismissal

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AR 4218(i)

~~The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)~~

~~The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.~~

### ~~10. Extension of Compulsory Leave~~

~~The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)~~

### Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory ~~or optional~~ leave of absence offense includes:

1. Any sex ~~or narcotics~~ offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings.

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However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

*Legal Reference:*

~~EDUCATION CODE~~

~~44009—Conviction of specified crimes~~

~~44010—Sex offense~~

~~44011—"Controlled substance offense" defined~~

~~44940—Leave of absence; employee—~~

~~44940.5—Compulsory leave of absence; procedures; extension; compensation; bond or security; reports~~

~~45101—Definitions (including "disciplinary action," "cause")~~

~~45109—Fixing of duties~~

~~45113—Rules and regulations for classified service in districts not incorporating the merit system~~

~~45123—Employment after conviction of~~

~~45302—Demotion and removal from permanent classified service~~

~~45303—Additional cause for suspension or dismissal of employees in classified service~~

~~45304—Suspension for reasonable cause; filing of charges;—~~

~~35161—Delegation of powers and duties~~

~~VEHICLE CODE~~

~~1808.8—Schoolbus drivers; dismissal for safety-related cause~~

~~UNITED STATES CODE, TITLE 42~~

~~12101—12213—Americans with Disabilities Act~~

~~COURT DECISIONS~~

~~CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)–  
("Conduct unbecoming an employee" too vague)~~

Adopted: 9-17-02

Amended: 6-30-20

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: VII.1. MONTHS 10 ENROLLMENT AND ATTENDANCE REPORT**  
**INFORMATION**

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**ISSUE:** Shall the Board receive and review a status report on District enrollment and attendance through 10 of the 2019-20 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. This year as a result of Governor Newsom's Executive Order on March 13, 2020, local educational agencies (LEAs) will not be penalized for not offering regular school days as result of closure due to the coronavirus (COVID-19) situation. Average Daily Attendance will be based on full school months only from July 1 to February 29 for the 2019-20 academic year. 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: Lynn Framer, Senior Accountant, Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Month 7: February 3, 2020 to February 28, 2020										Year to Date: August 5, 2019 - May 22, 2020													
Enrollment Comparison				ADA Comparison			ADA% Comparison			Enrollment Comparison				ADA Comparison			ADA% Comparison						
	2019-2020	2018-2019	Variance		2019-2020	2018-2019	Variance					2019-2020	2018-2019	Variance		2019-2020	2018-2019	Variance		2019-2020	2018-2019	Variance	
BES												BES											
K	109	94	15		103.00	89.78	13.22		94.50%	95.51%	-1.02%	K	109	94	15		102.96	91.67	11.29		94.46%	97.52%	-3.06%
1	80	82	(2)		77.44	79.00	(1.56)		96.80%	96.34%	0.46%	1	80	82	(2)		77.04	81.19	(4.15)		96.30%	99.01%	-2.71%
2	105	85	20		101.67	82.33	19.34		96.83%	96.86%	-0.03%	2	105	85	20		100.68	82.44	18.24		95.89%	96.99%	-1.10%
3	96	82	14		91.33	78.17	13.16		95.14%	95.33%	-0.19%	3	96	82	14		89.83	78.82	11.01		93.57%	96.12%	-2.55%
4	94	97	(3)		89.67	92.56	(2.89)		95.39%	95.42%	-0.03%	4	94	97	(3)		89.72	94.33	(4.61)		95.45%	97.25%	-1.80%
5	114	122	(8)		109.22	118.83	(9.61)		95.81%	97.40%	-1.59%	5	114	122	(8)		108.83	120.78	(11.95)		95.46%	99.00%	-3.54%
SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%	SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%
Total	598	562	36		572.33	540.67	31.66		95.71%	96.20%	-0.50%	Total	598	562	36		569.06	549.23	19.83		95.16%	97.73%	-2.57%
OHES												OHES											
K	102	92	10		95.89	87.55	6.11		94.01%	95.16%	-1.15%	K	102	92	10		96.76	89.38	7.38		94.86%	97.15%	-2.29%
1	82	86	(4)		78.50	82.89	(0.50)		95.73%	96.38%	-0.65%	1	82	86	(4)		78.69	84.14	(5.45)		95.96%	97.84%	-1.87%
2	80	81	(1)		77.06	77.5	(5.27)		96.33%	95.68%	0.65%	2	80	81	(1)		76.81	79.87	(3.06)		96.01%	98.60%	-2.59%
3	81	81	-		77.50	78.17	(0.67)		95.68%	96.51%	-0.83%	3	81	81	-		78.94	77.10	1.84		97.46%	95.19%	2.27%
4	84	98	(14)		79.83	95.22	(12.73)		95.04%	97.16%	-2.13%	4	84	98	(14)		78.24	94.06	(15.82)		93.14%	95.98%	-2.84%
5	92	98	(6)		90.72	93.89	(28.11)		98.61%	95.81%	2.80%	5	92	98	(6)		91.86	95.20	(3.34)		99.85%	97.14%	2.70%
SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%	SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%
Total	521	536	(15)		499.50	515.22	(15.72)		95.87%	96.12%	-0.25%	Total	521	536	(15)		501.30	519.75	(18.45)		96.22%	96.97%	-0.75%
ROES												ROES											
K	130	121	9		124.95	116.11	8.84		96.12%	95.96%	0.16%	K	130	121	9		125.27	114.12	11.15		96.36%	94.31%	2.05%
1	109	84	25		104.67	81.28	23.39		96.03%	96.76%	-0.73%	1	109	83	26		104.39	82.76	21.63		95.77%	99.71%	-3.94%
2	81	85	(4)		78.72	82.06	(3.34)		97.19%	96.54%	0.64%	2	81	85	(4)		80.92	83.27	(2.35)		99.90%	97.96%	1.94%
3	82	108	(26)		79.17	101.50	(22.33)		96.55%	93.98%	2.57%	3	82	108	(26)		81.59	103.24	(21.65)		99.50%	95.59%	3.91%
4	112	99	13		108.83	95.72	13.11		97.17%	96.69%	0.48%	4	112	99	13		108.67	95.12	13.55		97.03%	96.08%	0.95%
5	95	96	(1)		90.56	91.00	(0.44)		95.33%	94.79%	0.53%	5	95	96	(1)		91.40	94.48	(3.08)		96.21%	98.42%	-2.21%
SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%	SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%
Total	609	593	16		586.90	567.67	19.23		96.37%	95.73%	0.64%	Total	609	592	17		592.24	572.99	19.25		97.25%	96.79%	0.46%
MCMS												MCMS											
6	367	355	12		354.00	343.78	10.22		96.46%	96.84%	-0.38%	6	367	355	12		359.23	346.80	12.43		97.88%	97.69%	0.19%
7	357	352	5		344.33	336.44	7.89		96.45%	95.58%	0.87%	7	357	352	5		346.01	340.75	5.26		96.92%	96.80%	0.12%
8	354	383	(29)		343.00	368.33	(25.33)		96.89%	96.17%	0.72%	8	354	383	(29)		347.88	372.40	(24.52)		98.27%	97.23%	1.04%
SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%	SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%
Total	1,078	1,090	(12)		1,041.33	1,048.55	(7.22)		96.60%	96.20%	0.40%	Total	1,078	1,090	(12)		1,053.12	1,059.95	(6.83)		97.69%	97.24%	0.45%
OPHS												OPHS											
9	384	397	(13)		369.33	382.94	(13.61)		96.18%	96.46%	-0.28%	9	384	397	(13)		378.64	390.95	(12.31)		98.60%	98.48%	0.13%
10	392	398	(6)		375.50	377.83	(2.33)		95.79%	94.93%	0.86%	10	392	398	(6)		381.90	387.74	(5.84)		97.42%	97.42%	0.00%
11	369	359	10		348.06	339.45	8.61		94.33%	94.55%	-0.23%	11	368	359	9		361.62	349.95	11.67		98.27%	97.48%	0.79%
12	345	378	(33)		323.56	351.39	(27.83)		93.79%	92.96%	0.83%	12	344	378	(34)		333.60	362.99	(29.39)		96.98%	96.03%	0.95%
SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%	SDC	-	-	-		-	-	-		0.00%	0.00%	0.00%
Total	1,490	1,532	(42)		1,416.45	1,451.61	(35.16)		95.06%	94.75%	0.31%	Total	1,488	1,532	(44)		1,455.76	1,491.63	(35.87)		97.83%	97.36%	0.47%
OVHS												OVHS											
10-12	47	40	7		47.00	38.19	8.81		100.00%	95.48%	4.53%	10-12	47	47	-		37.29	35.14	2.15		79.34%	74.77%	4.57%
OPIS												OPIS											
K-12	174	216	(42)		166.23	208.83	(42.60)		95.53%	96.68%	-1.15%	K-12	174	216	(42)		162.11	203.60	(41.49)		93.17%	94.26%	-1.09%
Other***	1	3	(2)		2.94	4.31	(1.37)					Other***	1	3	(2)		3.06	6.31	(3.25)				
Total	4,518	4,572	(54)		4,332.68	4,375.05	(42.37)		95.90%	95.69%	0.21%	Total	4,516	4,578	(62)		4,373.94	4,438.60	(64.66)		96.85%	96.96%	-0.10%



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: JUNE 30, 2020**  
**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 May 31 of the 2019-20 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 a 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. This cashflow indicates June LCFF apportionments deferred, as well as an increase to an increase in the contribution transfer to Extended Care, due to the revised invoices we received. Lastly, there's a negative amount in the 4000 objects codes for the month of June. This reflects the transfer out of Unrestricted General Fund to Measure S for the Chromebook 1:1 program, to reflect the journal entry of expenses exceeding the revenues collected.

**FISCAL IMPACT:** None- for information only.

**RECOMMENDATION:** None - for information only.

Prepared by: Byron Jones, Director, Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Oak Park Unified  
56-73874-0000000

## Cashflow Report

### Copy of 2019-20 2nd Interim MYP - COVID 19 assumptions

Base Year 2019-20; Actuals Through the Month of May

Fund 01

	Object Range	Budget/Beg. Balance	2019 July	August	September	October	November	December	2020 January	February
<b>A. BEGINNING CASH</b>		<b>2,842,457</b>	<b>2,842,457</b>	<b>8,550,388</b>	<b>5,184,554</b>	<b>5,343,562</b>	<b>3,313,783</b>	<b>3,049,306</b>	<b>9,750,021</b>	<b>4,570,930</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	27,469,010	1,021,475	1,021,475	3,672,956	1,838,654	1,838,654	3,672,957	1,838,654	1,778,489
Property Taxes	8020-8079	11,933,223	83,032	247	—	31,794	402,449	6,377,656	147,132	69,455
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,194,477	23,639	—	—	3,107	—	—	(17,181)	—
Other State Revenue	8300-8599	1,531,903	9,629	104,031	250,955	(297,473)	196,295	299,652	—	6,903
Other Local Revenue	8600-8799	4,933,270	279,040	405,411	358,489	499,343	406,173	391,115	352,235	494,813
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>47,061,883</b>	<b>1,416,815</b>	<b>1,531,164</b>	<b>4,282,400</b>	<b>2,075,424</b>	<b>2,843,571</b>	<b>10,741,380</b>	<b>2,320,840</b>	<b>2,349,660</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	22,747,949	332,820	2,133,273	2,163,652	2,227,431	2,220,902	2,202,547	2,206,709	2,226,165
Classified Salaries	2000-2999	7,329,471	231,055	685,645	654,385	670,388	656,009	646,633	653,508	670,747
Employee Benefits	3000-3999	10,712,585	103,031	1,021,131	1,036,724	1,034,949	1,040,039	1,040,715	1,099,972	969,419
Books and Supplies	4000-4999	1,311,762	52,608	586,061	239,703	60,253	50,218	48,967	44,393	43,019
Services	5000-5999	4,381,184	128,464	808,025	281,514	596,542	205,777	226,093	98,320	287,644
Capital Outlay	6000-6999	122,990	—	—	93,708	31,373	7,613	5,206	(14,910)	—
Other Outgo	7000-7499	483,960	55,729	17,150	18,664	66,470	34,910	98,067	4,737	(190,089)
Interfund Transfers Out	7600-7629	344,986	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>47,434,887</b>	<b>903,706</b>	<b>5,251,284</b>	<b>4,488,350</b>	<b>4,687,407</b>	<b>4,215,468</b>	<b>4,268,229</b>	<b>4,092,728</b>	<b>4,006,905</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(373,004)</b>	<b>5,707,930</b>	<b>(3,365,833)</b>	<b>159,008</b>	<b>(2,029,778)</b>	<b>(264,477)</b>	<b>6,700,715</b>	<b>(5,179,091)</b>	<b>(1,713,991)</b>
<b>F. ENDING CASH (A + E)</b>			<b>8,550,388</b>	<b>5,184,554</b>	<b>5,343,562</b>	<b>3,313,783</b>	<b>3,049,306</b>	<b>9,750,021</b>	<b>4,570,930</b>	<b>2,856,939</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

Oak Park Unified  
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## Cashflow Report

### Copy of 2019-20 2nd Interim MYP - COVID 19 assumptions

Base Year 2019-20; Actuals Through the Month of May

Fund 01

	Object Range	Budget/Beg. Balance	2020 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>A. BEGINNING CASH</b>		<b>2,842,457</b>	<b>2,856,939</b>	<b>3,129,463</b>	<b>1,724,201</b>	<b>692,189</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	27,469,010	3,723,768	1,778,489	1,778,489	—	3,504,951	—	27,469,011	(1)
Property Taxes	8020-8079	11,933,223	50,847	4,591,610	116,022	62,980	—	—	11,933,223	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,194,477	108,330	14,167	—	93,506	968,909	—	1,194,477	(0)
Other State Revenue	8300-8599	1,531,903	225,556	131,023	18,426	383,111	215,442	—	1,543,550	(11,647)
Other Local Revenue	8600-8799	4,933,270	370,080	199,758	423,637	367,782	12,541	—	4,560,416	372,854
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>47,061,883</b>	<b>4,478,580</b>	<b>6,715,047</b>	<b>2,336,574</b>	<b>907,380</b>	<b>4,701,843</b>	<b>—</b>	<b>46,700,678</b>	<b>361,205</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	22,747,949	2,221,722	2,197,778	2,166,161	226,008	—	—	22,525,168	222,781
Classified Salaries	2000-2999	7,329,471	692,245	656,908	650,841	406,185	—	—	7,274,549	54,922
Employee Benefits	3000-3999	10,712,585	1,034,093	1,027,582	1,038,784	130,500	—	—	10,576,937	135,648
Books and Supplies	4000-4999	1,311,762	36,221	12,606	24,306	(244,588)	—	—	953,768	357,994
Services	5000-5999	4,381,184	185,174	296,813	96,143	715,071	—	—	3,925,579	455,605
Capital Outlay	6000-6999	122,990	—	—	—	—	—	—	122,990	(0)
Other Outgo	7000-7499	483,960	94,387	3,041	17,559	261,957	—	—	482,581	1,379
Interfund Transfers Out	7600-7629	344,986	50,000	14,277	102,274	235,178	—	—	401,729	(56,743)
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>47,434,887</b>	<b>4,313,842</b>	<b>4,209,006</b>	<b>4,096,068</b>	<b>1,730,310</b>	<b>—</b>	<b>—</b>	<b>46,263,300</b>	<b>1,171,586</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(373,004)</b>	<b>272,523</b>	<b>(1,405,262)</b>	<b>(1,032,012)</b>	<b>(1,434,074)</b>	<b>4,701,843</b>	<b>—</b>	<b>1,117,501</b>	
<b>F. ENDING CASH (A + E)</b>			<b>3,129,463</b>	<b>1,724,201</b>	<b>692,189</b>	<b>(741,885)</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>3,959,958</b>	

Oak Park Unified  
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**Cashflow Report**  
Copy of 2019-20 2nd Interim MYP - COVID 19 assumptions  
Base Year 2019-20; Actuals Through the Month of May

Fund 01

	Object Range	Budget/Beg. Balance	2019 July	August	September	October	November	December	2020 January	February
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	0	—	—	—	—	—	—	—	—
Accounts Receivable	9200-9299	0	111,346	23,216	54,645	383,258	796,611	(5,607)	24,127	—
Due From Other Funds	9310	0	—	—	16,520	—	—	—	—	—
Stores	9320	0	—	—	—	—	—	—	—	—
Prepaid Expenditures	9330	0	261	—	—	—	—	—	—	—
Other Current Assets	9340	0	—	—	—	—	—	—	—	—
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>0</b>	<b>111,607</b>	<b>23,216</b>	<b>71,165</b>	<b>383,258</b>	<b>796,611</b>	<b>(5,607)</b>	<b>24,127</b>	<b>—</b>
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	0	2,141,786	(331,070)	(301,108)	(198,946)	(310,809)	(233,171)	(184,870)	56,746
Due To Other Funds	9610	0	—	—	7,316	—	—	—	—	—
Current Loans	9640	0	(7,225,000)	—	—	—	—	—	3,612,500	—
Unearned Revenues	9650	0	—	—	—	—	—	—	3,699	—
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>0</b>	<b>(5,083,214)</b>	<b>(331,070)</b>	<b>(293,792)</b>	<b>(198,946)</b>	<b>(310,809)</b>	<b>(233,171)</b>	<b>3,431,329</b>	<b>56,746</b>
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>0</b>	<b>5,194,821</b>	<b>354,287</b>	<b>364,957</b>	<b>582,204</b>	<b>1,107,420</b>	<b>227,564</b>	<b>(3,407,203)</b>	<b>(56,746)</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(373,004)</b>	<b>5,707,930</b>	<b>(3,365,833)</b>	<b>159,008</b>	<b>(2,029,778)</b>	<b>(264,477)</b>	<b>6,700,715</b>	<b>(5,179,091)</b>	<b>(1,713,991)</b>
<b>F. ENDING CASH (A + E)</b>			<b>8,550,388</b>	<b>5,184,554</b>	<b>5,343,562</b>	<b>3,313,783</b>	<b>3,049,306</b>	<b>9,750,021</b>	<b>4,570,930</b>	<b>2,856,939</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

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**Cashflow Report**  
Copy of 2019-20 2nd Interim MYP - COVID 19 assumptions  
Base Year 2019-20; Actuals Through the Month of May

Fund 01

	Object Range	Budget/Beg. Balance	2020 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	0	—	—	—	—	—	—	—	
Accounts Receivable	9200-9299	0	—	—	—	—	—	—	1,387,595	
Due From Other Funds	9310	0	—	—	—	—	—	—	16,520	
Stores	9320	0	—	—	—	—	—	—	—	
Prepaid Expenditures	9330	0	—	—	—	—	—	—	261	
Other Current Assets	9340	0	—	—	—	—	—	—	—	
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>0</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>1,404,376</b>	
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	0	(107,785)	298,803	(727,481)	590,391	—	—	692,485	
Due To Other Funds	9610	0	—	—	—	—	—	—	7,316	
Current Loans	9640	0	—	3,612,500	—	—	—	—	—	
Unearned Revenues	9650	0	—	—	—	20,752	—	—	24,451	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>0</b>	<b>(107,785)</b>	<b>3,911,303</b>	<b>(727,481)</b>	<b>611,143</b>	<b>—</b>	<b>—</b>	<b>724,252</b>	
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>0</b>	<b>107,785</b>	<b>(3,911,303)</b>	<b>727,481</b>	<b>(611,143)</b>	<b>—</b>	<b>—</b>	<b>680,124</b>	
<b>E. NET INCREASE/DECREASE (B - C + D)</b>										
		<b>(373,004)</b>	<b>272,523</b>	<b>(1,405,262)</b>	<b>(1,032,012)</b>	<b>(1,434,074)</b>	<b>4,701,843</b>	<b>—</b>	<b>1,117,501</b>	
<b>F. ENDING CASH (A + E)</b>										
			<b>3,129,463</b>	<b>1,724,201</b>	<b>692,189</b>	<b>(741,885)</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										
									<b>3,959,958</b>	

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: VII.3. MONTHLY MEASURE S BOND PROJECT STATUS REPORT**  
**INFORMATION**

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**ISSUE:** Shall the Board receive and review a status report on the progress of authorized Measure S bond projects through June 23, 2020?

**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: Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent



**Consolidated Budget Status Report**  
Budgets versus Commitments and Expenditures for multiple Projects

**Budget vs. Commitments and Expenditures**

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
<b>Measure S Management</b>					-		-			
Measure S General Architecture Planning Services	155,160	-	-	155,160	155,160	-	155,160	-	Complete	CLOSED
Measure S District Salaries (3)	1,000,000	281,190	-	1,281,190	1,086,563	194,627	849,435	237,128	Future	
17-58S General Planning & Architectural Services (1) (3) (4)	90,821	29,400	-	120,221	119,400	821	101,952	17,448	Complete	HED General Planning
Measure S Program Direct Software, Equipment & Su	251,000	-	-	251,000	194,421	56,579	193,817	604	In Design	IN PROGRESS
Measure S General CM Services-Balfour Beatty (1) (3) (4)	462,811	(300,000)	-	162,811	357,903	(195,092)	357,903	-	In Construction	IN PROGRESS
	<b>1,959,792</b>	<b>10,590</b>	<b>-</b>	<b>1,970,382</b>	<b>1,913,448</b>	<b>56,935</b>	<b>1,658,267</b>	<b>255,180</b>		
<b>Brookside Elementary School</b>					-		-			
17-32S Security Fencing	99,940	(41,450)	-	58,490	58,490	-	58,490	-	Future	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. (1) (3) (4)	1,302,493	87,763	-	1,390,256	1,285,364	104,892	1,285,364	-	Future	IN PROGRESS
18-11S Design HVAC System Upgrade, BLDG 200 & 300	3,400	-	-	3,400	3,400	-	3,400	-	Complete	CLOSED
18-18S Classroom Replacement(4) Phase 1	3,648,750	-	-	3,648,750	326,920	3,321,830	326,920	-	In Design	IN PROGRESS
19-28S Extend Shared Wall Room 216	11,200	-	-	11,200	11,200	-	11,200	-	Complete	
19-30S Extend Height of Playground Fence	25,034	-	-	25,034	25,034	-	25,034	-	In Close-Out	
	<b>5,100,817</b>	<b>46,313</b>	<b>-</b>	<b>5,147,129</b>	<b>1,720,407</b>	<b>3,426,722</b>	<b>1,720,407</b>	<b>-</b>		
<b>District Office</b>					-		-			
19-17S District Office Emergency Generator	65,625	-	-	65,625	22,640	42,985	13,390	9,250	In Design	IN DESIGN
19-21S Upper Field Chain Link Fencing and Gates	12,416	-	-	12,416	12,416	-	12,416	-	In Close-Out	
	<b>78,041</b>	<b>-</b>	<b>-</b>	<b>78,041</b>	<b>35,056</b>	<b>42,985</b>	<b>25,806</b>	<b>9,250</b>		
<b>District Wide</b>					-		-			
17-49S Security Badge System Upgrade	9,586	-	-	9,586	9,586	-	9,586	-	Complete	C APPROVED 11/21/17
17-01S Solar Project	7,000,000	120,121	-	7,120,121	7,120,121	-	7,120,121	-	Complete	NOC APPROVED 11/14/17
17-33S Ext. Campus Surveillance Cameras @ 6 Si	344,563	30,034	-	374,597	374,597	-	374,597	-	Complete	NOC APPROVED 11/14/17
17-39S Landscape Improvements	19,000	-	-	19,000	19,000	-	19,000	-	Complete	NOC APPROVED 09/15/17
18-22S Security Upgrades - PA System	14,669	-	-	14,669	14,669	-	14,669	-	Complete	CLOSED
18-26S Collaborative Furniture	200,000	(15,412)	-	184,588	184,588	-	184,588	-	Complete	CLOSED
18-38S Extended Care Facility Furniture & Equipmen	100,000	(87,681)	-	12,319	12,319	-	12,319	-	Complete	IN PROGRESS
18-33S Solar Installation Maintenance Contract	270,374	-	-	270,374	103,812	166,562	96,245	7,567	In Close-Out	IN PROGRESS
19-10S Collaborative Furniture	200,000	-	-	200,000	196,043	3,957	195,708	335	Future	
19-31S Security Raptor Software Districtwide	45,710	(343)	-	45,367	45,367	-	45,367	-	In Construction	
20-04S Collaborative Furniture (1)	1,965	-	-	1,965	1,965	-	1,965	-	Future	
	<b>8,205,867</b>	<b>46,719</b>	<b>-</b>	<b>8,252,586</b>	<b>8,082,066</b>	<b>170,519</b>	<b>8,074,165</b>	<b>7,902</b>		
<b>Districtwide</b>					-		-			
Exterior Repairs to Portables at BES/MCMS	59,834	-	-	59,834	59,834	-	-	59,834	Future	
	<b>59,834</b>	<b>-</b>	<b>-</b>	<b>59,834</b>	<b>59,834</b>	<b>-</b>	<b>-</b>	<b>59,834</b>		
<b>King James Court</b>					-		-			
19-22S King James Court Debris Clearance	15,700	-	-	15,700	15,700	-	15,700	-	Complete	
	<b>15,700</b>	<b>-</b>	<b>-</b>	<b>15,700</b>	<b>15,700</b>	<b>-</b>	<b>15,700</b>	<b>-</b>		
<b>Medea Creek Middle School</b>					-		-			
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	54,977	-	331,787	331,787	0	331,787	-	Closed	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	1,566,445	(60,051)	1,566,150	295	Close-Out	NOC APPROVED 1/23/19
18-03S Security Fencing Parking Lot	42,630	-	-	42,630	42,630	-	42,630	-	Complete	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	4,964,569	527,052	-	5,491,621	4,736,318	755,303	2,619,100	2,117,218	Future	IN PROGRESS
18-25S MPR High Roof Replacement	160,135	-	-	160,135	165,457	(5,322)	165,457	-	Complete	NOC APPROVED 8/12/18
18-36S Library Wall Removal	3,500	-	-	3,500	3,500	-	3,500	-	Complete	CLOSED
18-39S Counseling Office Improvements & Additions	28,350	3,759	-	32,109	35,459	(3,350)	35,459	-	In Close-Out	NOC APPROVED 04/23/19



**Consolidated Budget Status Report**  
Budgets versus Commitments and Expenditures for multiple Projects

**Budget vs. Commitments and Expenditures**

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
18-40S Safety/Security Gates	89,827	-	-	89,827	89,827	-	89,827	-	Complete	NOC APPROVED 2/19/19
18-45S ORCA Food Waste Recycling Pilot Program	61,844	-	-	61,844	64,940	(3,096)	45,633	19,307	In Construction	MAINT IN PROGRESS
18-48S EV Charging Station	17,794	-	-	17,794	17,794	-	17,794	-	Closed	NOC APPROVED 4/23/19
19-05S Trellis Removal at MCMS	23,000	52,609	-	75,609	75,609	-	75,609	-	Complete	
19-15S Shade Sails at MCMS	55,850	4,995	-	60,845	60,845	-	60,845	-	Completion	
20-12S Renovate Lobby MCMS	-	-	-	-	7,408	(7,408)	7,408	-	Future	
	<b>7,345,698</b>	<b>625,650</b>	<b>-</b>	<b>7,971,348</b>	<b>7,295,273</b>	<b>676,075</b>	<b>5,158,453</b>	<b>2,136,820</b>		
<b>Oak Hills Elementary School</b>					<b>-</b>		<b>-</b>			
17-25S HVAC Replacement	143,189	(3,352)	-	139,837	133,652	6,184	133,652	-	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
19-09S/18-19S Add Modular Classrooms (1) (2)	358,700	54,717	54,800	468,217	215,220	252,997	215,220	-	Close Out	
19-02S Area Drain Improvements Rooms 8-11	13,640	(1,240)	-	12,400	12,400	-	12,400	-	Closed	NOC Approved 5/14/19
19-12F OHES Running Track	25,084	4,471	-	29,555	29,555	-	29,555	-	Complete	NOC 9-17-2019
19-13S OHES Fencing @ Park (3)	135,042	0	-	135,042	120,691	14,351	120,517	174	Complete	
19-20S Kindergarten Flooring Classrooms	19,223	-	-	19,223	19,223	-	19,223	-	In Close-Out	
19-29S Extend Wall Between Conf/Copy Room	11,732	-	-	11,732	11,732	-	11,732	-	Complete	
20-03S Innovation Lab OHES (1)	14,420	-	-	14,420	5,375	9,045	5,375	-	Future	
	<b>786,030</b>	<b>53,440</b>	<b>54,800</b>	<b>894,270</b>	<b>611,692</b>	<b>282,578</b>	<b>611,518</b>	<b>174</b>		
<b>Oak Park High School</b>					<b>-</b>		<b>-</b>			
17-34S Security Lighting at Cul De Sac	376,862	(93,728)	-	283,134	283,134	0	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 (Ornamental @ Stadium)	249,060	(50,226)	-	198,834	139,864	58,970	139,864	-	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	-	56,370	-	Complete	NOC APPROVED 03/20/18
18-02S Fencing Girls Varsity Softball Field	42,885	-	-	42,885	42,855	30	42,855	-	Complete	NOC APPROVED 5/17/18
18-24S Safety Security Fencing @ Library & Gates	52,800	-	-	52,800	62,010	(9,210)	62,010	-	Complete	NOC APPROVED 8/12/18
18-23S OPHS Stadium Safety Rail Repair	20,650	2,800	-	23,450	23,450	-	23,450	-	Complete	OC APPROVED 8/12/18
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	117,838	4,245	-	122,083	122,083	-	122,083	-	Complete	NOC APPROVED 12/11/18
19-19S Art Court Phase II (1)	211,854	-	-	211,854	212,803	(949)	141,315	71,488	In Construction	
19-23S Tennis Court Resurfacing	44,084	-	-	44,084	44,084	-	44,084	-	In Close-Out	
19-27S Repair Wood Columns @OPHS	19,655	-	-	19,655	19,655	-	19,655	-	Complete	
20-05S Basketball Courts Resurfacing OPHS	20,052	-	-	20,052	20,052	-	20,052	-	Future	
	<b>1,463,329</b>	<b>(211,302)</b>	<b>-</b>	<b>1,252,027</b>	<b>1,178,295</b>	<b>73,732</b>	<b>1,106,807</b>	<b>71,488</b>		
<b>Oak Park Neighborhood School</b>					<b>-</b>		<b>-</b>			
19-08S OPNS Arch Svcs for DSA Certific (2) (3)	189,285	-	274,054	463,339	30,453	432,886	30,453	-	In Close-Out	
	<b>189,285</b>	<b>-</b>	<b>274,054</b>	<b>463,339</b>	<b>30,453</b>	<b>432,886</b>	<b>30,453</b>	<b>-</b>		
<b>Oak View High School</b>					<b>-</b>		<b>-</b>			
19-26S Reno Bldg Ext at OVHS	175,000	-	-	175,000	142,100	32,900	5,320	136,780	Future	
	<b>175,000</b>	<b>-</b>	<b>-</b>	<b>175,000</b>	<b>142,100</b>	<b>32,900</b>	<b>5,320</b>	<b>136,780</b>		
<b>Red Oak Elementary School</b>					<b>-</b>		<b>-</b>			
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
18-20S Modular Classroom Replacement (1) (4)	6,564,170	24,400	-	6,588,570	597,673	5,990,896	488,767	108,906	Future	IN PROGRESS
19-01S MPR Structural Repairs	37,849	(3,441)	-	34,408	34,408	-	34,408	-	Complete	NOC APPROVED 3/19/19
19-14S ROES Phase 1 Safety/Security Fencing	148,440	(18,040)	-	130,400	130,400	-	130,400	-	Complete	
19-16S ROES Phase 2 Safety/Security Fencing	75,873	0	-	75,873	69,615	6,258	69,615	-	Completed	
20-11S Restoom Upgrades at ROES (1)	17,826	2,250	-	20,076	17,126	2,950	17,126	-	Future	
20-13S Paint Admin Interior (5)	-	-	-	-	17,601	(17,601)	-	17,601		





Consolidated Budget Status Report  
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
20-14S Flooring for Admin + 7 Classrooms	-	-	-	-	49,125	(49,125)	-	49,125	Future	
	6,859,558	3,629	-	6,863,187	929,808	5,933,378	754,177	175,632		
TECH						-		-		
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	35,000	1,532	-	36,532	48,120	(11,588)	48,120	-	Complete	NOC APPROVED 02/01/18
18-12S Network File Server Refresh	125,000	-	-	125,000	124,500	500	124,500	-	In Progress	IN PROGRESS
18-13S Purchase Staff Computers & Spare Device	55,000	-	-	55,000	37,272	17,728	37,272	-	In Progress	IN PROGRESS
18-14S Chromebook 1-to-1 Take Home Pilot 6 Grade	263,923	77,334	-	341,257	218,114	123,143	210,136	7,978	In Progress	IN PROGRESS
18-35S BES Chromebooks for Gr5	18,000	(794)	-	17,206	17,206	-	17,206	-	Complete	Project complete
18-30S MCMS Library Computer Lab Refresh	47,000	-	-	47,000	37,106	9,894	37,106	-	In Progress	IN PROGRESS
18-31F 3-D Printers	31,500	-	-	31,500	26,882	4,618	26,882	-	In Progress	IN PROGRESS
18-28S DW Chromebook Refresh	250,000	-	-	250,000	209,943	40,057	209,943	-	In Progress	IN PROGRESS
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	-	-	36,100	31,124	4,976	31,124	-	In Progress	IN PROGRESS
18-42S MCMS Computer on Wheels Laptops for Art Cla	30,000	(11,019)	-	18,981	18,981	-	18,981	-	Complete	PROJECT COMPLETE
18-43S DW Virtual Reality Pilot Program	6,000	-	-	6,000	5,148	852	5,148	-	In Progress	IN PROGRESS
18-44S I-Pad Refresh of K-2 Totes	325,000	-	-	325,000	302,138	22,862	302,138	-	In Progress	IN PROGRESS
18-49F iMacs for Tech Lab MCMS	10,000	-	-	10,000	20,000	(10,000)	8,052	11,948	In Progress	IN PROGRESS
19-03S Replace Smartboard Projectors	24,000	-	-	24,000	22,448	1,552	21,081	1,367	In Construction	PROJECT APPROVED 2/19/19
19-04S District Refresh & Spare Computer Equipment	50,000	-	-	50,000	53,415	(3,415)	53,415	-	In Construction	PROJECT APPROVED 2/19/19
19-06S Promethean Smart Board Replacement at OHES	82,409	(1,180)	-	81,229	81,229	-	81,229	-	In Close-Out	IN CLOSEOUT
19-07F Chromebook 1:1 Take Home Prgm Grds 5-12	670,000	121,266	-	791,266	762,556	28,709	669,293	93,263	Out for Bid	BOARD APPROVED 5/23/19
19-11S Ipad Air Refresh Part 2	243,400	7,935	-	251,335	251,335	(0)	251,335	-	Complete	BOARD APPROVED 6-4-19
19-24S Additional Security Cameras DW Phase 4	38,029	-	-	38,029	38,029	-	38,029	-	In Close-Out	
20-01S Next Generation MacBook Pro Pilot Program (1)	20,451	-	-	20,451	20,451	-	8,576	11,875	Future	
20-02S Interactive Flat Panel Displays for Element	15,000	-	-	15,000	-	15,000	-	-	Future	
20-08S Apple iPad Air Refresh (1)	34,544	-	-	34,544	34,544	-	34,544	-	Future	
20-09S District Network Firewall Refresh (5)	-	-	-	-	285,524	(285,524)	-	285,524		
	2,410,355	195,074	-	2,605,429	2,646,063	(40,634)	2,234,109	411,954		
Totals	34,649,306	770,112	328,854	35,748,272	24,660,195	11,088,077	21,395,182	3,265,014		

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 30, 2020**

**SUBJECT: VII.4. MONTHLY GENERAL FUND BUDGET REPORT**

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on District's General Fund operating budget through May 31st of the 2019-20 fiscal year?

**BACKGROUND:** In order to better monitor and manage its General Fund operating budget, the District set as a goal establishing a system to provide monthly progress reporting to Board of operating costs for large categories of budget expenditures. In meeting that goal, the Business Office has produced monthly budget reports from the District's financial system to serve as another tool to assist the both the Administration and Board in closely analyzing and managing the District's General Fund operating budget. This report indicates June LCFF apportionments deferred, as well as an increase to an increase in the contribution transfer to Extended Care, due to the revised invoices we received. Lastly, there's a negative amount in the 4000 objects codes for the month of June. This reflects the transfer out of Unrestricted General Fund to Measure S for the Chromebook 1:1 program, to reflect the journal entry of expenses exceeding the revenues collected.

**FISCAL IMPACT:** None- for information only.

**RECOMMENDATION:** None - for information only.

Prepared by: Byron Jones, Director, Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

## Fiscal13a

## Financial Statement

Fund 01		Fiscal Year 2019/20 Through May 2020				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rec'd
<b>REVENUE DETAIL</b>						
<b>LCFF Revenue Sources</b>						
8011-8019	LCFF State Aid	28,352,166.00	27,574,960.00	23,964,060.00	3,610,900.00	86.91%
8020-8079	Property Taxes	11,617,675.00	11,824,767.00	11,870,242.83	45,475.83-	100.38%
	<b>Total LCFF Revenue Sources</b>	<b>39,969,841.00</b>	<b>39,399,727.00</b>	<b>35,834,302.83</b>	<b>3,565,424.17</b>	<b>90.95%</b>
<b>Federal Revenues</b>						
8100-8299	Federal Revenues	1,100,171.00	1,123,539.00	132,061.81	991,477.19	11.75%
<b>Other State Revenues</b>						
8300-8599	Other State Revenues	1,170,234.00	1,454,946.00	944,997.12	509,948.88	64.95%
<b>Other Local Revenue</b>						
8600-8799	Other Local Revenues	4,019,911.00	4,995,038.00	4,180,092.99	814,945.01	83.68%
	<b>Total Year To Date Revenues</b>	<b>46,260,157.00</b>	<b>46,973,250.00</b>	<b>41,091,454.75</b>	<b>5,881,795.25</b>	<b>87.48%</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>EXPENDITURE DETAIL</b>							
<b>Certificated Salaries</b>							
1100-1199	Certificated Teacher Salaries	18,011,460.00	18,156,553.00	.00	18,037,482.37	119,070.63	99.34%
1160	Certificated Salaries Stipends	396,182.00	477,593.00	.00	347,777.56	129,815.44	72.82%
1200	Certificated Pupil Support Salaries	1,826,848.00	1,826,969.00	.00	1,825,586.96	1,382.04	99.92%
1260	Counselor Stipend	.00	15,100.00	.00	14,400.00	700.00	95.36%
1300	Certificated Supervisors' & Administrators' Salaries	2,226,056.00	2,271,734.00	.00	2,073,913.07	197,820.93	91.29%
	<b>Total Certificated Salaries</b>	<b>22,460,546.00</b>	<b>22,747,949.00</b>	<b>.00</b>	<b>22,299,159.96</b>	<b>448,789.04</b>	<b>98.03%</b>
<b>Classified Salaries</b>							
2100	Classified Instructional Salaries	2,695,017.00	2,723,024.00	.00	2,582,891.54	140,132.46	94.85%
2200	Classified Support Salaries	1,699,399.00	1,718,278.00	.00	1,622,631.27	95,646.73	94.43%
2300	Classified Supervisors' & Administrators' Salaries	430,093.00	386,109.00	.00	358,314.17	27,794.83	92.80%
2400	Clerical, Technical, & Office Staff Salaries	1,928,427.00	1,888,413.00	.00	1,698,202.04	190,210.96	89.93%
2900	Other Classified Salaries	543,820.00	613,647.00	.00	606,325.45	7,321.55	98.81%
	<b>Total Classified Salaries</b>	<b>7,296,756.00</b>	<b>7,329,471.00</b>	<b>.00</b>	<b>6,868,364.47</b>	<b>461,106.53</b>	<b>93.71%</b>
<b>Employee Benefits</b>							
3100	State Teachers' Retirement System	3,679,833.00	3,839,313.00	.00	3,753,716.90	85,596.10	97.77%
3200	Public Employees' Retirement System	1,110,970.00	1,010,663.00	.00	923,331.47	87,331.53	91.36%
3400	Health & Welfare Benefits	4,470,925.00	4,562,875.00	.00	4,556,209.67	6,665.33	99.85%
3300-3900	All Other Statutory Costs	1,357,637.00	1,299,734.00	.00	1,213,178.61	86,555.39	93.34%
	<b>Total Employee Benefits</b>	<b>10,619,365.00</b>	<b>10,712,585.00</b>	<b>.00</b>	<b>10,446,436.65</b>	<b>266,148.35</b>	<b>97.52%</b>
<b>Books and Supplies</b>							
4100	Approved Textbooks and Core Curricula Materials	377,429.00	338,805.00	889.69	257,212.06	80,703.25	75.92%
4200	Other Books and Reference Material	22,883.00	93,075.00	5,787.57	70,289.09	16,998.34	75.52%
4300	Materials & Supplies	658,012.00	707,299.00	197,482.79	424,099.67	85,716.54	59.96%
4400	Noncapitalized Equipment	270,510.00	172,583.00	1,535.32	446,755.45	275,707.77-	258.86%
	<b>Total Books and Supplies</b>	<b>1,328,834.00</b>	<b>1,311,762.00</b>	<b>205,695.37</b>	<b>1,198,356.27</b>	<b>92,289.64-</b>	<b>91.35%</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	126,231.00	207,029.00	11,810.00	123,678.66	71,540.34	59.74%
5300	Dues and Memberships	39,625.00	43,392.00	.00	39,824.48	3,567.52	91.78%
5400	Insurance	266,842.00	403,653.00	.00	403,653.00	.00	100.00%

5500	Operations & Housekeeping Services	724,411.00	702,625.00	196,605.31	430,672.73	75,346.96	61.29%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	423,873.00	430,139.00	48,734.58	369,137.16	12,267.26	85.82%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	1,888,315.00	2,268,482.00	403,405.73	1,630,312.62	234,763.65	71.87%
5899	Legal Fees	192,346.00	192,346.00	105,832.00	116,261.95	29,747.95-	60.44%
5900	Telephone and Communications	121,669.00	133,518.00	16,294.77	96,966.92	20,256.31	72.62%
<b>Total Services and Other Operating Expenditures</b>		<b>3,783,312.00</b>	<b>4,381,184.00</b>	<b>782,682.39</b>	<b>3,210,507.52</b>	<b>387,994.09</b>	<b>73.28%</b>
<b>Capital Outlay</b>							
6000	Capital Outlay	310,542.00	122,990.00	.00	122,990.07	.07-	100.00%
<b>Tuition</b>							
7100	Tuition	367,703.00	406,357.00	.00	148,626.00	257,731.00	36.58%
<b>Debt Service</b>							
7438	Debt Service - Interest	18,373.00	18,373.00	.00	14,643.69	3,729.31	79.70%
7439	Debt Service - Principal	59,230.00	59,230.00	.00	57,354.48	1,875.52	96.83%
<b>Total Debt Service</b>		<b>77,603.00</b>	<b>77,603.00</b>	<b>.00</b>	<b>71,998.17</b>	<b>5,604.83</b>	<b>92.78%</b>
<b>Total Year To Date Expenditures</b>		<b>46,244,661.00</b>	<b>47,089,901.00</b>	<b>988,377.76</b>	<b>44,366,439.11</b>	<b>1,735,084.13</b>	<b>94.22%</b>

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING SOURCES</b>									
<b>Other Financing Sources</b>									
8919	Other Authorized Interfund Transfer In	.00	.00	.00	.00	.00	.00	.00	0.00%
<b>Total Other Financing Sources</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>
<b>Total Year To Date Other Financing Sources</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING USES</b>									
<b>Interfund Transfers Out</b>									
7611	From General to Child Development Fund	.00	.00	.00	.00	.00	54,913.24	54,913.24-	0.00%
7612	Transfer General Fund to/from Special Reserve Fund	54,914.00	54,914.00	.00	.00	.00	.00	54,914.00	0.00%
7616	Transfer Between General Fund & Cafeteria Fund	50,000.00	50,000.00	.00	.00	.00	111,637.98	61,637.98-	223.28%
<b>Total Interfund Transfers Out</b>		<b>104,914.00</b>	<b>104,914.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>166,551.22</b>	<b>61,637.22-</b>	<b>158.75%</b>
<b>Total Year To Date Other Financing Uses</b>		<b>104,914.00</b>	<b>104,914.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>166,551.22</b>	<b>61,637.22-</b>	<b>158.75%</b>

Object	Description	Budget		Actuals To Date			
		Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	A. Revenues	46,260,157.00	46,973,250.00		41,091,454.75	5,881,795.25	87.48%
	B. Expenditures	46,244,661.00	47,089,901.00	988,377.76	44,366,439.11	1,735,084.13	94.22%
	C. Subtotal (Revenues LESS Expense)	15,496.00	116,651.00-		3,274,984.36-	4,146,711.12	
	D. Other Financing Sources & Uses						
	Source	.00	.00		.00	.00	0.00%
	LESS Uses	104,914.00	104,914.00		166,551.22	61,637.22-	158.75%
	E. Net Change in Fund Balance	89,418.00-	221,565.00-		3,441,535.58-	4,208,348.34	
	F. Fund Balance						
	Beginning Balance (9791)	878,078.00	671,656.00		671,661.36		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	878,078.00	671,656.00		671,661.36		
	G. Calculated Ending Balance	788,660.00	450,091.00		2,769,874.22-		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	788,660.00	450,091.00				
	Other				988,377.76		