

OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #985

DATE: November 19, 2019

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

TIME: **5:00 p.m. Closed Session – G9**  
**6:00 p.m. Open Session – G9**

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

**BOARD OF EDUCATION**

**Denise Helfstein, President**

**Barbara Laifman, Vice President**

**Allen Rosen, Clerk**

**Drew Hazelton, Member**

**Derek Ross, 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**

[www.opusd.org](http://www.opusd.org)

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

The President of the Board shall inquire if there is anyone in the audience who desires to address the board with respect to any items appearing on the closed session agenda, regular session agenda, or on any issue within the subject matter jurisdiction of the Governing Board. The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, Executive Assistant, prior to the beginning of the meetings. Individual speakers shall 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. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Board Bylaw 9323 Meeting Conduct)

Your comments are greatly appreciated. However, the Board cannot enter into a formal discussion at this time, nor can a decision be made. Matters warranting discussion will be placed on a future agenda. The information on the speaker card is voluntary but will assist the Board President in conducting the meeting. Thank you for your cooperation and compliance with these guidelines

All Board Actions and 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)

*Agenda and supporting documents are available for review prior to the meeting at the District Office located at  
5801 Conifer Street, Oak Park, CA 91377*

**NEXT REGULAR MEETING**

**Tuesday, December 17, 2019**

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

**Oak Park High School, Presentation Room, G9**

**AGENDA IS POSTED AT THE FOLLOWING LOCATIONS IN OAK PARK:**

District Office, 5801 Conifer St.

Brookside Elementary School, 165 N. Satinwood Ave.

Oak Hills Elementary School, 1010 N. Kanan Rd.

Red Oak Elementary School, 4857 Rockfield St.

Medea Creek Middle School, 1002 Double Tree Rd

Oak Park High School, 899 N. Kanan Rd.

Oak View High School, 5701 East Conifer St

Oak Park Library, 899 N. Kanan Rd.

Oak Park Unified School District Website Home Page: <http://www.opusd.org/>

**OAK PARK UNIFIED SCHOOL DISTRICT  
AGENDA – REGULAR BOARD MEETING #985  
November 19, 2019**

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

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

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

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

**I. CALL TO ORDER: \_\_\_\_\_ p.m.**

**II. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS**

**III. RECESS TO CLOSED SESSION FOR DISCUSSION AND/OR ACTION ON THE FOLLOWING ITEMS:**

**A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

**B. PUBLIC EMPLOYEE EMPLOYMENT:** Instructional Assistant I – Literacy and Numeracy, Food Services Assistants I, Food Services Assistant I Sub, Walk-on-Coaches, and Guest Teachers,

**C. CONFERENCE WITH LABOR NEGOTIATOR**

Agency designated representatives: Leslie Heilbron and Adam Rauch  
Employee organizations: Oak Park Teachers Association & Oak Park Classified Association

**D. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Government Code section 54956.9(d)(2) or (3), Significant Exposure to Litigation: 1 case

**E. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**

Government Code section 54956.9(d)(1), Government Tort Claim filed by John Doe vs Oak Park Unified School District

**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. Presentation of Recognition to Oak Park High School National Merit Semifinalists from the class of 2020
2. Presentation of Recognition to Oak Park High School Biology teacher, Winnie Litten
3. Presentation on the Brookside Innovation Lab
4. Remarks from Board Members
5. Remarks from Superintendent
6. Report from Oak Park Education Foundation
7. Report from Oak Park Municipal Advisory Council
8. Discussion on Implementing an Aquatics Program at Oak Park High School

### B. BUSINESS SESSION:

#### 1. CONSENT AGENDA

*Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.*

*At the request of any member of the Board, any item on the Consent Agenda shall be removed and given individual consideration for action as a regular agenda item.*

**a. [Approve Minutes of Regular Board Meeting October 15, 2019](#)**

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

**b. [Public Employee/Employment Changes 01CL24406-01CL24442 & 01CE09961-01CE09974](#)**

*Board approval required for public employee employment and changes*

**c. [Approve Purchase Orders – October 1 – October 31, 2019](#)**

*Board Policy 3300 requires Board approval of Purchase Orders*

**d. [Ratify Out of State Travel for Certificated Employees to Attend the Landmark College Professional Visit Days for Educators, Putney, VT – November 7-8, 2019](#)**

*Board Policy 3350 requires Board approval for employees out of state travel*

**e. [Approve Notice of Completion for Measure S Project 17-47S for DSA Certification of Administration Building at Brookside Elementary School](#)**

*Per provisions of Education Code 17315, Board approval is required for Notice of Completion*

**f. [Student Teaching Agreement with Nova Southeastern University for Jan 2020-Dec 2020](#)**

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

**g. [Authorization for Use of Cooperative Purchasing Contracts by the Student Nutrition Services Department During Fiscal Year 2019-20, Per PCC 20118](#)**

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

**h. [Approve Renewal of Contract with Super CO OP\(USDA\) Foods and Purchase Delivery](#)**

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

**i. [Approve Supervised Practice Agreement for Dietetic Interns with University of Southern California Dec 2019-Nov 2022](#)**

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

**j. [Approve Individualized Supervised Practice Pathway Agreement for Dietetic Interns with Pepperdine University Dec 2019-Nov 2022](#)**

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

k. [Approve Renewal of District Membership in California School Funding Coalition for 2019-2020](#)

*Board approval required for renewal of membership*

l. [Approve the Disposal of Obsolete or Surplus Instructional Materials, Books, and/or Library Books](#)

*Board approval is required to dispose of obsolete or surplus instructional materials*

m. [Approve Out of State Travel for Certificated Employee to Attend the American Council on the Teaching of Foreign Languages Annual Convention and World Language Expo, Washington, DC – November 22-24, 2019](#)

*Board Policy 3350 requires Board approval for employees out of state travel*

**ACTION**

**2. BUSINESS SERVICES**

a. [Approve Resolution #19-21 Applying for State Grant Funding Beyond State Bond Authority for Measure S Modernization Projects 18-18S \(BES Modulars\) and 18-21S \(MCMS Modulars\)](#)

*Board is required to adopt a resolution acknowledging State Bond funding limitations prior to filing Modernization funding applications to the State. This is being resubmitted for approval due to an error on the name of the school when it was brought to the Board at the October 15, 2019 meeting.*

b. [Approve Acceptance of Donation](#)

*Board Policy 3290 requires Board approval for donations to the District or District Schools*

c. [Approve Resolution #19-22, Participation in District of Choice Program for School Year 2020-2021](#)

*According to provisions of DOC program, the Board is required to approve Resolution annually*

d. [Approve Agreement with FCMAT to Provide Training to Staff on Projection Pro, a Multiyear Projection and Cash Flow Program](#)

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

e. [Approve Appointments to the Oak Park Citizens' Oversight Committee for the 2019-2021 Term](#)

*Board approval required for appointments to Citizens Oversight Committee*

f. [Approve New Stipend for Measure S Accountability Program](#)

*Board approval required for additional stipends not approved at Budget adoption*

g. [Authorize Measure S Project 19-26S, Renovate Building Exteriors at Oak View High School and Delegate Authority to the Superintendent to Award Related Contracts](#)

*Board approval required for Projects funded by Measure S Bond Fund*

h. [Authorize and Approve Award of Contract for Measure S Project 19-27S Repair Wood Columns at Oak Park High School](#)

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

i. [Authorize and Approve Award of Contract for Measure S Project 19-28S Extend Shared Wall in Room 216 at Brookside Elementary School](#)

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

**j. Authorize and Approve Award of Contract for Measure S Project 19-29S Extend Wall Between Conference Room and Copy Room at Oak Hills Elementary School**

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

**k. Authorize and Approve Award of Contract for Measure S Project 19-30S Extend Height of Playground Fence at Brookside Elementary School**

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

**3. CURRICULUM AND INSTRUCTION**

**a. Approve College and Career Access Pathways (CCAP) Partnership Agreement with Ventura County Community College District**

*Ed Code 76004 requires Board approval for the CCAP Pathways Agreement*

**b. Approve New Course for English IV CP Options and the Associated Instructional Material for Oak Park High School**

*Board approval required for new curriculum and textbooks*

**c. Approve New Economics Course and the Associated Instructional Material for Oak Park High School**

*Board approval required for new curriculum and textbooks*

**d. Approve New Course Climate Change and the Associated Instructional Material for Oak View High School**

*Board approval required for new curriculum and textbooks*

**e. Approve Agreement with Anti-Defamation League to Provide Hate & Harmony: Anti-Bias Workshops for Oak Park High School Students**

*Board approval required for contracts of services*

**f. Approve the California Partnership for Achieving Student Success (CAL-PASS) Member Institution MOU**

*Board approval required for contracts of services*

**4. HUMAN RESOURCES**

**a. Public Discloser and Approval of the Collective Bargaining Agreement Between the District and OPTA**

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

**b. Authorize Reorganization of Clerical Support for the Assistant Superintendent Of Business Services, and the Director Of Bond Programs, Sustainability, Maintenance and Operations, and Approve Revised Job Descriptions and Funding Sources**

*Board approval required for revision of funding sources for classified positions and change of job description*

**5. BOARD**

**a. Approve Selection of Annual Organizational Board Meeting – December 17, 2019**

*Education Code 35143 requires the Board to choose and approve its organizational meeting Date*

## **6. BOARD POLICIES**

### **a. Approve Amendment to Board Policy and Administrative Regulation – 1312.1 Complaints Against District Employees – First Reading**

*Board Policy updated to reflect a court decision which held that a district cannot bar criticism of employees at public board meetings, and to add referral of complainants to the appropriate complaint procedures when concerns are expressed at a board meeting or to an individual board member outside a board meeting. Policy includes material formerly in AR regarding reports against employees for child abuse or neglect, and adds circumstances under which complaints should be addressed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 - Nondiscrimination in Employment. Policy also adds material related to the investigation of a complaint, including an anonymous complaint, and includes material formerly in AR regarding appeals to the board. Regulation reorganized and updated to require that complaints be made in writing and to add steps regarding the investigation of the complaint and the notification of the complainant and employee regarding the final decision.*

### **b. Approve Amendment to Board Policy and Administration Regulation – 3551 Food Service Operations/Cafeteria Fund – First Reading**

*Board Policy updated to reflect NEW FEDERAL REGULATION (84 Fed. Reg. 8247) and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect NEW LAW (AB 3043, 2018) which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.*

### **c. Approve Adoption of New Board Policy – 4119.24/4219.24/4319.24 Maintaining Appropriate Adult-Student Interactions – First Reading**

*New Board policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.*

### **d. Approve Amendment to Board Policy and Administrative Regulation – 6142.2 World Language Instruction – First Reading**

*Board Policy and regulation retitled to be consistent with terminology used in the Education Code pursuant to NEW LAW (AB 2319, 2018). Policy and regulation updated to reflect NEW STATE CONTENT STANDARDS for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.*

e. **[Approve Amendment to Board Policy and Administrative Regulation – 6174 Education for English Learners – First Reading](#)**

*Board Policy updated to reflect NEW LAW (AB 2735, 2018) which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects NEW STATE REGULATION (Register 2019, No. 1) which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.*

f. **[Approve Amendment to Board Policy – 6179 Supplemental Instruction – First Reading](#)**

*Board Policy updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.*

**VII. INFORMATION ITEMS**

1. **[Month 2 Enrollment and Attendance Report 2019-20](#)**
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 declare adjourned at \_\_\_\_ p.m.



**MINUTES OF REGULAR BOARD MEETING      10-15-19      #984**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Denise Helfstein, called the regular meeting to order at 5:30 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Dr. Leslie Heilbron, Assistant Superintendent, Human Resources, and Mrs. Ragini Aggarwal, Executive Assistant.

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

Board President, Denise Helfstein reported that in Closed Session the Board would be discussing:

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
- B. PUBLIC EMPLOYEE EMPLOYMENT:** Campus Supervisor Sub, Instructional Assistant II – Extended Care, Instructional Assistant II Sp Ed Sub, Instructional Assistants II Sp. Ed, Walk-on-Coaches, Instruction Assistant II and Guest Teacher, Psychology Intern
- D. CONFERENCE WITH LABOR NEGOTIATOR**  
Agency designated representatives: Leslie Heilbron and Adam Rauch  
Employee organizations: Oak Park Teachers Association & Oak Park Classified Association

The Board adjourned to Closed Session at 5:31 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Ms. Denise Helfstein, called the regular meeting to order at 6:03 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

**BOARD PRESENT**

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

### **FLAG SALUTE**

Kevin Buchanan led the Pledge of Allegiance to the Flag.

### **REPORT ON CLOSED SESSION**

Board President, Denise Helfstein reported that in closed session the Board took no action.

### **ADOPTION OF AGENDA**

On motion of Denise Helfstein, seconded by Derek Ross, the Board of Education adopted the agenda as presented except to remove item B.1.o. from the Consent Agenda. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Student Board Member, Anna Stephens, cast a preferential vote to approve the adoption of the Agenda as stated in the motion.

### **PUBLIC SPEAKERS**

Nine members of the public spoke in favor and against a non-agenda item related to elementary gender diversity lessons

### **REPORT FROM BOARD MEMBERS**

Board Member Derek Ross reported that he attended the Safety Kids Task Force Meeting and the Community Engagement Meeting.

Board Member Barbara Laifman reported that she attended the Full Cicada Community Book Talk, the EEAC meeting and two Community Engagement Committee meetings.

Board Member Drew Hazelton congratulated the high school football team on a great season

Board Member Allen Rosen reported that he attended the MAC meeting, where the placement of the Verizon cell towers was a big topic of discussion. Allen was able to submit a speaker card to clarify that the District does not receive any money and does not have authority on where this tower is placed as long it is not on District property. Allen also congratulated teachers, parents, students, and administrators who have done a great job in terms of testing scores, graduation rates and keeping up the excellence of our schools.

Board President, Denise Helfstein reported that she attended the Safe Kids Task Force meeting, Curriculum Council meeting, Annual Meeting to elect members to Ventura County Committee on School District Organization, and the VCSBA Dinner Meeting on School Budgets and Finance

Student Board Member Anna Stephens reported that homecoming was a success. Anna reported that there was a high amount of student stress related to academic tests and projects all falling on one day in some of the classes. Students would like to see teachers use a collaborative calendar to schedule tests and projects so that a student does not have too many on one day.

Superintendent Tony Knight reported the state released the test scores which put our schools in the top 1% in the state of CA. Oak Park High had a 100% graduation rate in 2019. Dr. Knight asked people to support the Oak Park Education Foundation and reminded everyone of the Dog Walk on Saturday at 9:30 am.

## **REPORT FROM SCHOOL SITE COUNCILS**

The Board received a School Site Council reports from Oak Park High School.

## **REPORT FROM OAK PARK EDUCATION FOUNDATION**

Vicki Raven, Executive Director from Oak Park Education Foundation shared the fundraising figures with the Board. OPEF has raised \$180,000 with a goal of \$500,000. OPEF is planning Coffee meetings at each of the schools. They are also going to be setting up a phone tree to push fundraising and launch their dollar a day campaign.

## **REPORT FROM OAK PARK ADVISORY COUNCIL**

Jane Nye MAC member and the liaison for the Oak Park Unified School District reported that at the August MAC meeting the sheriff reported a decrease in residential burglary, and the Volunteers in Policing program has been deployed and is running successfully.

## **DISCUSSION ON SANCTUARY SCHOOL DISTRICT FOR PARENTAL RIGHTS**

This item was placed on the Board's Agenda because a few OPUSD parents asked for it to be on the agenda, and the Board President and Superintendent agreed to make it a discussion item. Pastor Tim Thompson, who is from Murrieta and not an OPUSD parent, was the only public speaker on this item. The Board President asked the Board members if they wanted to discuss this or bring it back as an action item for a future Board meeting, and all Board members declined.

Student Board Member Anna Stephens left the meeting at 6:55 pm.

Board took a short recess at 6:55 pm and reconvened at 7pm

## **REPORT ON STUDENT DATA RELATED TO PLACEMENT IN MATHEMATICS**

Per Board Policy BP 6152.1 Placement in Mathematics Courses, the Board reviewed student data related to placement in mathematics courses offered at OPUSD high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not being held back in a disproportionate manner on the basis of any subjective or discriminatory basis. The Board also reviewed the percentage of district students who have successfully completed mathematics courses that satisfy the requirements for entrance to the University of California and California State University.

## **REPORT ON THE CLUB OAK PARK**

Sara Ahl, Director of Extended Care Program, provided an update on the Program and enrollment which is at 805 students, which is an increase of 104 students compared to last year.

## **PRESENTATION OF CASSPP SCORES BY DIRECTOR OF CURRICULUM AND INSTRUCTION**

Dr. Jay Greenlinger, Director of Curriculum and Instruction reported on State Assessment Results. OPUSD has some of the highest CAASPP scores in Ventura County as well as higher scores than many other high achieving school systems in California. OPUSD's average SAT score for the class of 2018 was 1322 and the average ACT score was 28.0. OPUSD had 439 students who took 914 AP tests with 92.26% of them receiving a score of 3 or higher. The 11<sup>th</sup> grade CAASPP scores ranked OPHS #6 in the entire state.

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

On motion of Derek Ross, seconded by Drew Hazelton, 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 September 17, 2019](#)
- b. [Public Employee/Employment Changes 01CL24344-01CL24405 & 01CE09661-01CE09960](#)
- c. [Approve Purchase Orders – September 1 – September 30, 2019](#)
- d. [Approve Overnight Trip for Oak Park High School Thespian Society Student Members to Attend “24 Hour Play” – Oak Park, CA - November 8-9, 2019](#)
- e. [Approve Overnight Trip for Oak Park High School Future Business Leaders of America Club to Attend the Leadership Development Institute – Anaheim, CA - November 16-17, 2019](#)
- f. [Approve Overnight Trip for Oak Park High School Media \(Journalism/Yearbook\) Students to Attend a Convention in Washington, D.C. – November 20-24, 2019](#)
- g. [Approve Overnight Trip for Oak Park High School Girls Soccer Team to Bay Back Invitational – Newport Beach, CA - December 6-8, 2019](#)
- h. [Approve Overnight Trip for Oak Park High School Boys Basketball Team for Annual Holiday Classic Tournament– Rancho Mirage, CA - December 26-30, 2019](#)
- i. [Approve Quarterly Report on Williams Uniform Complaints – October 2019](#)
- j. [Approve Out of State Travel for Certificated Employee to Attend the Learning and The Brain Conference, New York, NY – May 1-3, 2020](#)
- k. [Approve the Disposal of Obsolete Personal Property - Maintenance and Operations Vehicle](#)
- l. [Approve Notice of Completion, Proposition 39 Project 19-18F HVAC System Replacement at Red Oak Elementary School](#)
- m. [Approve Notice of Completion for Measure S Project 19-14S Phase 1 Safety/Security Fencing at Red Oak Elementary School](#)
- n. [Approve Notice of Completion for Measure S Project 19-16S Phase 2 Safety/Security Fencing at Red Oak Elementary School](#)

## **B2. BUSINESS SERVICES**

- a. [Discuss Bond Measure S Assessed Valuation Scenarios as well as Potential Opportunity to Refinance Measure C-6 and Measure R Bonds and Authorize Piper Jaffray to Proceed with Preparing a Bond Refinancing Resolution](#)  
 On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education did not authorize Piper Jaffray to Proceed with Preparing a Bond Refinancing Resolution and took the information provided at the meeting into consideration for the future. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- b. [Discuss and Approve Updated Measure S Master Plan](#)  
 On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved Updated Measure S Master Plan. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- c. [Approve Proposal for In-Plant Inspection Services, Project 18-21S Classroom Replacement at Medea Creek Middle School](#)  
 On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved Proposal for In-Plant Inspection Services, Project 18-21S Classroom Replacement at Medea Creek Middle School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0

- d. [Approve Purchase of Equipment for Measure S Project 19-19S, Art Court Phase 2 at Oak Park High School](#)  
On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved Purchase of Equipment for Measure S Project 19-19S, Art Court Phase 2 at Oak Park High School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- e. [Approve Resolution #19-21 Applying for State Grant Funding Beyond State Bond Authority for Measure S Modernization Projects 18-18S \(BES Modulars\) and 18-21S \(ROES Modulars\)](#)  
On motion of Barbara Laifman, seconded by Drew Hazelton, the Board of Education approved Resolution #19-21 Applying for State Grant Funding Beyond State Bond Authority for Measure S Modernization Projects 18-18S (BES Modulars) and 18-21S (ROES Modulars). Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- f. [Approve Agreement with Ventura County Children and Families First Commission for Oak Park Neighborhood School Program](#)  
On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved Agreement with Ventura County Children and Families First Commission for Oak Park Neighborhood School Program. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- g. [Approve Consultant Agreement for Legislative Advisory and Advocacy Services](#)  
On motion of Allen Rosen, seconded by Denise Helfstein, the Board of Education approved Consultant Agreement for Legislative Advisory and Advocacy Services. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- h. [Approve Acceptance of Donation](#)  
On motion of Derek Ross, seconded by Barbara Laifman, the Board of Education approved Acceptance of Donation. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0

### **B3. CURRICULUM**

- a. [Approve the Updated Physical Education Requirements and the Revised 2019-2020 Student Handbook for Oak Park High School](#)  
On motion of Allen Rosen, seconded by Denise Helfstein, the Board of Education approved Updated Physical Education Requirements and the Revised 2019-2020 Student Handbook for Oak Park High School. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0
- b. [Review College and Career Access Pathways Partnership Agreement with Ventura County Community College District](#)  
The Board reviewed the College and Career Access Pathways Partnership Agreement with Ventura County Community College District.
- c. [Approve Additional Textbook for Oak Park High School's English III Curriculum](#)
- d. [Approve Additional Textbook for Oak Park Independent School's Food 1 Course](#)
- e. [Approve Additional Textbook for Advanced Drawing and Painting 3/4 CP Course at Oak Park Independent School](#)  
On motion of Barbara Laifman, seconded by Drew Hazelton, the Board of Education approved Items B.4.c, B.4.d, and B.4.e. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0

**B4. BOARD POLICIES**

**a. Approve Amendment to Board Policy and Administrative Regulation – 3511 Energy and Waste Management – First Reading**

On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education approved the Amendment of Board Policy and Administrative Regulation 3511 Energy and Waste Management as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

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

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education approved the Amendment of Board Policy 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.

**c. Approve Amendment to Board Policy – 4140/4240/4340 Bargaining Units – First Reading**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved the Amendment of Board Policy 4140/4240/4340 Bargaining Units 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 – 5131.2 Bullying – First Reading**

On motion of Barbara Laifman, seconded by Denise Helfstein, the Board of Education approved the Amendment of Board Policy and Administrative Regulation 5131.2 Bullying as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

*Board requested that the updates to the websites be consistent with the updates to the policy and regulation.*

**e. Approve Amendment to Board Policy and Administrative Regulation – 5132 Dress and Grooming – First Reading**

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved the Amendment of Board Policy and Administrative 6171 Title I Programs as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**f. Approve Amendment to Board Policy – 6142.6 Visual and Performing Arts Education – First Reading**

On motion of Allen Rosen, seconded by Denise Helfstein the Board of Education approved the Amendment to Board Bylaw and Exhibit - 9321 Closed Session as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

On motion of Allen Rosen, seconded by Derek Ross there being no further business before this Board, the Regular meeting is declared adjourned at 10:19 p.m.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS**

**CONSENT**

**AUTHORIZATION TO HIRE**

Number	Name	Position	Start Date	Fund	Salary	Site
CL24406	Jen Tsai	Walk-On-Coach - Not to Exceed \$3,500.00	10/28/2019	Coaches, Athletics	TBD	OPHS
CL24407	William Grimm	Walk-On-Coach - Not to Exceed \$3,500.00	10/17/2019	Coaches, Athletics	TBD	OPHS
CL24408	Aaron Boal	Walk-On-Coach - Not to Exceed \$3,500.00	10/28/2019	Coaches, Athletics	TBD	OPHS
CL24409	Kate Mauge	Instructional Assistant I Literacy & Numeracy	10/28/2019	OPEF	\$20.37	BES
CL24410	Brittany Gonzalez	Food Service Assistant I	10/28/2019	Fund 130	\$17.55	BES
CL24411	Lori Jasinski	Food Service Assistant I	11/4/2019	Fund 130	\$17.55	OHES
CL24412	Aira Paul	Food Service Assistant I - Sub	11/7/2019	Fund 130	\$15.67	DO

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL24413	Suzanne Palmer	PSAT Proctor	10/19/2019	Discretionary	\$130.00	OPIS
CL24414	Doris Park	Girls Basketball Varsity Head Coach	11/18/2019	Coaches, Athletics	\$3,000.00	OPHS
CL24415	Doris Park	Girls Basketball Frosh Head Coach	11/18/2019	Coaches, Athletics	\$1,500.00	OPHS
CL24416	Casandra Harris	Girls Basketball Varsity Assistant Coach	11/18/2019	Coaches, ASB Donation	\$500.00	OPHS
CL24417	Aisha Pittmon	Girls Basketball Assistant Coach	11/18/2019	Coaches, ASB Donation	\$1,900.00	OPHS
CL24418	Mhiah Vickers	Girls Soccer JV Head Coach	11/18/2019	Coaches, Athletics	\$2,000.00	OPHS
CL24419	Donn James	Girls Soccer Assistant Coach	11/18/2019	Coaches, Athletics	\$1,500.00	OPHS

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL24420	Erica Kim	Girls Soccer JV Head Coach	11/18/2019	Coaches, Athletics	\$2,000.00	OPHS
CL24421	Mark Zeolla	Girls Soccer Varsity Assistant Coach	11/18/2019	Coaches, Athletics	\$2,500.00	OPHS
CL24422	Harold Hale	Boys Basketball Frosh Head Coach	11/18/2019	Coaches, Athletics	\$2,000.00	OPHS
CL24423	Chris McCarthy	Boys Basketball Varsity Assistant Coach	11/18/2019	Coaches, ASB Donation	\$ 2,500.00	OPHS
CL24424	AJ Moye	Boys Basketball Varsity Assistant Coach	11/18/2019	Coaches, ASB Donation	\$ 2,500.00	OPHS
CL24425	Ryan Yeager	Boys Basketball JV Head Coach	11/18/2019	Coaches, Athletics	\$ 2,000.00	OPHS
CL24426	Maureen Frey	Safety and Security Task Force	8/27/2019	Safety Credits	\$ 500.00	OHES
CL24427	Loretta Brown	Safety and Security Task Force	8/27/2019	Safety Credits	\$ 500.00	MCMS
CL24428	Kim Randall	Safety and Security Task Force	8/27/2019	Safety Credits	\$ 500.00	OPHS
CL24429	Erik Balen	Safety and Security Task Force	8/27/2019	Safety Credits	\$ 500.00	DO
CL24430	Dave Naylor	Boys Soccer Varsity Head Coach	11/18/2019	Coaches, Athletics	\$ 3,000.00	OPHS
CL24431	Steve Brown	Boys Soccer JV Head Coach	11/18/2019	Coaches, Athletics	\$ 2,000.00	OPHS
CL24432	Phillip Tesoro	Boys Soccer Frosh Head Coach	11/18/2019	Coaches, Athletics	\$ 1,500.00	OPHS
CL24433	Gabriel Naudin	Boys Soccer JV Assistant Varsity Coach	11/18/2019	Coaches, ASB Donation	\$ 1,500.00	OPHS
CL24434	Gabriel Naudin	Boys Soccer Varsity Assistant Coach	11/18/2019	Coaches, ASB Donation	\$ 1,500.00	OPHS
CL24435	Steve Brown	Boys Soccer Varsity Assistant Coach	11/18/2019	Coaches, ASB Donation	\$ 1,500.00	OPHS
CL24436	Billy Grimm	Boys Soccer Frosh Assistant Coach	11/18/2019	Coaches, ASB Donation	\$ 1,000.00	OPHS



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL24437	Shannon Curtis	Instructional Assistant II SpEd - LOA	11/13/2019	General	\$21.05	OPHS
CL24438	Linda Polakow	Food Service Assistant I Site Change from OHES to BES	10/22/2019	Fund 130	\$19.72	BES
CL24439	Reigna Pierce	Instructional Assistant III Behavior Site Change frm OPNS	8/6/2019	Special Ed	\$20.54	OHES
CL24440	Meow (Hannie) Low	Library/Medea Textbook Coordinator from IA II SpEd	11/18/2019	General	\$22.83	OPHS

**SEPARATION**

Number	Name	Position	Effective Date	Separation Type	Salary	Site
CL24441	Edgar Flores	Instructional Assistant III - Behavior	11/13/2019	Resignation	\$23.65	OHES
CL24442	Ashley Gentle	Campus Supervisor	10/25/2019	Resignation	\$15.67	OPHS

Prepared by:  
 Leslie Heilbron Assistant Superintendent /Human Resources

Respectfully Submitted,

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

**CONSENT**

**AUTHORIZATION TO HIRE**

Number	Name	Position	Start Date	Fund	Site	
01CE09961	Jacob Grise	Guest Teacher (student teacher)	10/15/2019	General	MCMS	
01CE09962	Katie Lague	Guest Teacher (IA)	10/14/2019	General	OHES	

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
01CE09963	Casey Jo Webb	Safety & Security Task Force	2019-2020	Safety	\$ 500.00	BES
01CE09964	Chris Amaral	Safety & Security Task Force	2019-2020	Safety	\$ 500.00	ROES
01CE09965	Victor Anderson	District Wide AED Coordinator	2019-2020	Safety	\$ 3,500.00	OPHS
01CE09966	Kathryn Klamecki	V Head Coach Girls Soccer	11/19-2/8/2020	Site	\$ 3,000.00	OPHS
01CE09967	Aaron Shaw	V Head Coach Boys Basketball	11/19-2/8/2020	Site	\$ 3,500.00	OPHS
01CE09968	Tim Chevalier	V Ass't Coach Boys Basketball	11/19-2/8/2020	ASB	\$ 2,500.00	OPHS
01CE09969	Brittany Gibson	Frosh Head Coach Girls Soccer	11/19-2/8/2020	Site	\$ 1,500.00	OPHS
01CE09970	Russ Peters	Game Mangement Girls Basketball	11/19-2/8/2020	ASB	\$ 1,190.00	OPHS
01CE09971	Rob Hall	Game Mangement Boys Basketball	11/19-2/8/2020	ASB	\$ 1,470.00	OPHS
01CE09972	Elayne Roesner	Jazz Band Coach	8/6/19 - 5/22/20	OPIMA	\$ 5,000.00	OPHS

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Site	
01CE09973	Jamie Siskin	Pregnancy Disability Leave	10/28/2019	General	BES	
01CE09974	JoAnn Housman	Medical LOA	12/4/2019	SpEd/TUPE	DO	

**SEPARATION**

Number	Name	Position	Effective Date	Separation	Salary	Site

Prepared by:  
 Leslie Heilbron Assistant Superintendent /Human Resources

Respectfully Submitted,

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.c. APPROVE PURCHASE ORDERS – OCTOBER 1 THROUGH OCTOBER 31, 2019**

CONSENT

**ISSUE:** Shall the Board approve the purchase orders issued for the period October 1 through October 31, 2019?

**BACKGROUND:** Included is the Purchase Order Report listing all purchase orders issued during the reporting period. All purchase orders have been approved by an administrator as a necessary expense and are budgeted for and within the budget authorization of the account.

**ALTERNATIVES:**

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

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

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

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

## Includes Purchase Orders dated 10/01/2019 - 10/31/2019

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>010-4100 Approved Textbooks and Core Cu</b>					
P20-00312	HEINEMANN	005	19/20 4th Grade Up the Ladder Reading	010-4100	592.11
P20-00313	HEINEMANN	005	19/20 5th Grade Up the Ladder Reading	010-4100	177.63
P20-00330	Houghton Mifflin Harcourt	005	2019/2020 OPIS Science Fusion Renewal	010-4100	265.60
P20-00340	N2Y LLC	005	2019/2020 OHES Sp Ed Reading Program	010-4100	693.71
<b>Total:010-4100 Approved Textbooks and Core Cu</b>					<b>1,729.05</b>
<b>010-4200 Other Books and Reference Mate</b>					
B20-00022	Perma-Bound	012	PFA: Open PO for Book Orders 2018-19	010-4200	4,000.00
P20-00309	VCOE	005	2019 Jo Boaler Conference for Carly Serota	010-4200	150.00
P20-00332	Barnes And Noble Bookstores	005	2019/2020 OHES Reading Writing Workshop Books	010-4200	2,064.65
<b>Total:010-4200 Other Books and Reference Mate</b>					<b>6,214.65</b>
<b>010-4320 Athletics Materials and Suppli</b>					
P20-00350	SOS Survival Products	013	Ath/Ath Trainer/Mat & Supply	010-4320	270.70
<b>Total:010-4320 Athletics Materials and Suppli</b>					<b>270.70</b>
<b>010-4330 Other Materials and Supplies N</b>					
B20-00004	Compuwave Inc.	012	Open PO for computer/printer supplies	010-4330	2,000.00
B20-00011	The Prophet Corp. Db a Gopher	012	Open PO for PE equipment	010-4330	3,000.00
B20-00012	Graphaids	012	PFA: Art Supplies	010-4330	400.00
B20-00016	J.W. Pepper & Son Inc.	012	PFA: Band and Chorus Music	010-4330	3,000.00
B20-00020	Office Depot Customer Service Center	012	Open PO for office supplies	010-4330	20,000.00
B20-00027	SCHOOL NURSE SUPPLY INC	012	Open PO for Health Office Supplies	010-4330	500.00
B20-00028	School Specialty	012	Open PO for Art Class Supplies	010-4330	450.00
B20-00030	Southwest School Supply	012	PFA: Open PO for supplies	010-4330	1,000.00
B20-00035	Sales Media Inc.	012	Open PO for WEB supplies	010-4330	2,500.00
B20-00039	Ready Refresh by Nestle	011	Drinking water for D53,D54,D55 portables	010-4330	659.69
B20-00252	Office Depot Customer Service Center	005	2019/2020 Curriculum Office Depot Blanket PO	010-4330	1,000.00
P20-00029	Nasco	012	DON: Open PO Science Lab Supplies	010-4330	1,200.00
P20-00302	Chanda Gero	013	Oth Exp./Design/ Vis Media	010-4330	200.00
P20-00319	Eyedentity Graphics Inc.	004	Custom Safety Stickers	010-4330	116.15
P20-00336	Southwest School Supply	004	Sit/Stand Desk + Accessories for HR Admin	010-4330	374.45
P20-00355	Office Depot Customer Service Center	015	Child Development ROP	010-4330	1,000.00

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

ESCAPE ONLINE

Page 1 of 6

## Includes Purchase Orders dated 10/01/2019 - 10/31/2019

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-00356	Worldwide Industries Group Inc DBA Bestblanks	015	ROP Graphic Prod Supplies	010-4330	989.50
P20-00357	Office Depot Customer Service Center	005	2018/2019 ROES LLI Supplies	010-4330	300.72
<b>Total:010-4330 Other Materials and Supplies N</b>					<b>38,690.51</b>
<b>010-5200</b>	<b>Travel and Conference</b>				
P20-00191	NAEA Abigail Crawford, Registr ar	005	KC Kelem NAEA Conference Registration	010-5200	450.00
P20-00304	VCOE	005	PD- Melissa Advanced Excel	010-5200	50.00
P20-00308	California Science Center	015	CA Science Center Deposit	010-5200	25.00
P20-00329	VCOE	004	VCOE Legal Forum-Vaping Conference	010-5200	105.00
P20-00335	VCOE	005	Elya Fletcher VCOE Conference Registration	010-5200	250.00
P20-00341	VCOE	004	VCOE Legal Forum- Vaping Conference Registration	010-5200	35.00
P20-00354	VCOE	003	Advanced Excel-VCOE	010-5200	50.00
<b>Total:010-5200 Travel and Conference</b>					<b>965.00</b>
<b>010-5540</b>	<b>Water Utility Service</b>				
B20-00151	Triunfo Cty San Dist	004	2019-2020 Water Utility	010-5540	290,000.00
<b>Total:010-5540 Water Utility Service</b>					<b>290,000.00</b>
<b>010-5560</b>	<b>Trash / Sewer Services</b>				
B20-00154	Triunfo Cty San Dist	004	2019 - 2020 Sewer Service Annual Fee	010-5560	206,228.00
<b>Total:010-5560 Trash / Sewer Services</b>					<b>206,228.00</b>
<b>010-5600</b>	<b>Rents, Leases, and Repairs</b>				
B20-00014	Jaime Alvarez JJER Fitness	012	PFA: Spin Bike Service	010-5600	1,520.00
B20-00018	NICK RAIL MUSIC	012	PFA: Open PO for Instrument Repairs	010-5600	1,000.00
B20-00200	Brian Hoover	010	Maintenance and Supplies for Fish Tank	010-5600	1,200.00
P19-00749	Bragg Investment Co.,Inc. DBA Bragg Crane Service	004	Pro 19-18F Crane Svs. for HVAC Install at ROES	010-5600	6,699.20
P20-00300	Conejo Window Tinting	004	Install Solar Control Window Film at ROES	010-5600	2,000.00
P20-00301	M/M Mechanical, Inc	004	Clear Pipe at OPHS	010-5600	3,068.86
P20-00310	Lister Party Rentals, Inc.	006	Rental Opening Day 2019-2020 School yr	010-5600	2,051.29
P20-00326	Controlled Elements HVAC	004	Install Main Gas Sutoff Valves on Roofs	010-5600	1,620.00
P20-00327	Hughes General Engineering	004	Repair/Patch Stairs Located on Hollytree Dr.	010-5600	5,800.00
P20-00348	Salinas & Sons Rooter Service	004	Clear Sewer Main Stopup at OPHS	010-5600	695.00
P20-00349	REC Solar Commercial Corp	004	Repair/replace blown fuses on OPHS solar inverter	010-5600	3,708.00

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 10/01/2019 - 10/31/2019**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>Total:010-5600 Rents, Leases, and Repairs</b>					<b>29,362.35</b>
<b>010-5800 Professnl/Consult Serv &amp; Opera</b>					
B20-00233	Preddy, Michael	012	DON: Music Specialist	010-5800	5,500.00
<b>Total:010-5800 Professnl/Consult Serv &amp; Opera</b>					<b>5,500.00</b>
<b>010-5820 Other Operating Expense</b>					
B20-00019	Offbeat Productions Inc.	012	Open PO for Awards and Banners	010-5820	225.31
B20-00032	Town & Country Printing	012	Open PO for printing	010-5820	2,000.00
B20-00033	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	012	DON: Open PO for bus transportation	010-5820	500.00
B20-00224	Sports Facilities Group	004	Annual Safety Inspection/Svs BB Backstops at MCMS	010-5820	1,800.00
B20-00251	Sports Facilities Group	004	Annual Safety Inspection/Svs BB Backstops at OPHS	010-5820	1,800.00
P20-00148	Island Packers Cruises	010	5th Grade Field trip to Santa Cruz Island	010-5820	5,375.00
P20-00194	Southwinds Transportation	012	OPIMA: Buses Music Festival	010-5820	3,346.80
P20-00195	Southwinds Transportation	012	DON: Catalina Buses	010-5820	9,449.60
P20-00196	Southwinds Transportation	012	DON: PALI BUSES	010-5820	13,609.60
P20-00200	Community Educational Ent Ramona Brandes	011	Field trip--Civic Arts--1st grade	010-5820	836.00
P20-00205	Southwinds Transportation	012	DON: Astro Camp buses	010-5820	9,506.00
P20-00211	AAA Camps, LP DBA Valley Trails Summer Camp	010	4th Grade Field Trip to VT Ranch	010-5820	1,148.00
P20-00212	Childrens Museum of SB MOXI The Wolf Museum of E&I	010	Kindergarten Field Trip to MOXI Museum	010-5820	546.00
P20-00213	Southwinds Transportation	010	Buses for K Field Trip to MOXI	010-5820	1,161.20
P20-00214	Southwinds Transportation	010	Buses for 4th Grade Field Trip to VT Ranch	010-5820	1,271.20
P20-00221	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	010	Buses for 4th Grade Field Trip to Olivas Adobe	010-5820	1,695.00
P20-00222	Education Through Nature	010	2nd Grade Program Education Through Nature	010-5820	480.00
P20-00223	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	010	Buses for 1st Grade Field Trip to Underwood Farms	010-5820	1,655.00
P20-00225	Community Educational Ent Ramona Brandes	010	1st Grade Field Trip to T.O. Civic Arts Plaza	010-5820	1,144.00
P20-00226	City Of Ventura Parks & Rec.	010	4th Grade Field Trip to Olivas Adobe	010-5820	900.00
P20-00227	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	010	4th Grade Field Trip to Santa Barbara Museum	010-5820	2,855.00
P20-00229	Underwood Family Farms at Tier ra Rejada	010	1st Grade Field Trip to Underwood Family Farms	010-5820	1,596.00
P20-00250	Scholastic, Inc.	011	Scholastic News, 3rd grade	010-5820	569.25
P20-00267	Rancho Simi Recreation & Park District	011	3rd grade event, Chumash Day	010-5820	106.00
P20-00297	Challenge Success	000	Parent Education Workshop	010-5820	3,800.00
P20-00298	Scholastic, Inc.	011	Scholastic News, 1st grade	010-5820	189.75

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

**Includes Purchase Orders dated 10/01/2019 - 10/31/2019**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-00299	Island Packers Cruises	011	Santa Cruz Island--5th gr--additional tickets	010-5820	387.00
P20-00303	Troxell	013	Suppl/CTEIG Path	010-5820	329.47
P20-00305	Guided Discoveries Inc.	012	DON: Cherry Cove Balance	010-5820	36,683.00
P20-00306	Guided Discoveries Inc.	012	DON: Fox Landing Balance	010-5820	28,862.00
P20-00307	Guided Discoveries Inc.	012	DON: Astro Camp Balance	010-5820	27,962.00
P20-00311	Texthelp Inc	005	19/20 EquatIO for OPUSD	010-5820	4,600.00
P20-00314	Southwinds Transportation	012	ASB: Mt. Sac bus	010-5820	865.60
P20-00315	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	010	Buses for 4th Grade Field Trip to Ventura Mission	010-5820	1,741.25
P20-00316	McGraw-Hill	005	2019/2020 OPHS Computer Science	010-5820	1,059.41
P20-00317	Southwinds Transportation	012	DON: Universal Studios buses	010-5820	7,084.80
P20-00320	2Eden Design Studio	005	2019/20 School Garden Program Consultant	010-5820	54,231.00
P20-00321	Oak Grove Institute Foundation Oak Grove Center	000	2019/20 - NPS Residential Placement	010-5820	156,982.68
P20-00323	3 Digit Media LLC dba 805 Living	001	DOC Ads Nov & Dec 2019 for 805 Living Magazine	010-5820	2,000.00
P20-00324	Lifestyle Publications LLC	001	DOC Ads Nov & Dec 2019 Conejo Lifestyle Magazine	010-5820	2,660.00
P20-00325	VENTURA COUNTY STAR	001	DOC Ads Oct, Nov, Dec 2019 Ventura County Star	010-5820	9,750.00
P20-00328	Gail Baltaxe	000	2019/20 - District Hearing Screening Services	010-5820	4,000.00
P20-00331	Southwinds Transportation	009	Donation 5th bus Santa Cruz	010-5820	1,590.80
P20-00333	Southwinds Transportation	011	5th grade SCI field trip	010-5820	2,551.80
P20-00334	Community Educational Ent Ramona Brandes	011	4th gr. field trip, Civic Arts Plaza	010-5820	1,540.00
P20-00338	VCOE	004	Fees GASB-68 Reports & Schedules 2019/2020	010-5820	350.00
P20-00339	BrightBytes, Inc	005	2019 2020 Bright Bytes	010-5820	9,291.43
P20-00343	Southwinds Transportation	011	3rd grade field trip, Santa Barbara Museum	010-5820	2,011.80
P20-00344	City Of Ventura Parks & Rec. P RCP Department	011	4th grade, Rock & Roll Geology Event	010-5820	456.00
P20-00347	VCOE	004	2019-2020 SIS Hosting & Support + Food Svs	010-5820	53,244.86
P20-00351	Ventura County office of Education	003	VCedNet Internet Access Erate Funding Yr 2019	010-5820	15,780.00
P20-00352	CITY OF VENTURA COMM SVCS DEPT INTERPRETIVE OUTREACH PROGRA	009	Donation 4th grade Mission	010-5820	816.00
<b>Total:010-5820 Other Operating Expense</b>					<b>494,395.61</b>
<b>010-5900</b>	<b>Telephone and Communications</b>				
P20-00158	Infinity Comm & Consult	004	2019-20 ERate Consulting Svs. Yr 23 Category 1	010-5900	7,412.50

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

## Includes Purchase Orders dated 10/01/2019 - 10/31/2019

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>Total:010-5900 Telephone and Communications</b>					<b>7,412.50</b>
<b>120-5820</b>	<b>Other Operating Expense</b>				
P20-00353	Jemma S Wildermuth DBA Create On Your Campus	028	Create Art program for Club Oak Park(Ext. Care)	120-5820	346.10
<b>Total:120-5820 Other Operating Expense</b>					<b>346.10</b>
<b>130-4330</b>	<b>Other Materials and Supplies N</b>				
FS20-00009	P&R Paper Supply Company, Inc.	025	Paper Goods	130-4330	15,000.00
<b>Total:130-4330 Other Materials and Supplies N</b>					<b>15,000.00</b>
<b>130-4700</b>	<b>Food Purchases</b>				
FS20-00006	Sunrise Produce Company	025	Fresh Produce	130-4700	16,000.00
FS20-00024	Rabbit Hole Foods	025	Plant Based Foods	130-4700	500.00
FS20-00025	Refill It Inc.	025	Refillable Water Bottles	130-4700	1,072.50
<b>Total:130-4700 Food Purchases</b>					<b>17,572.50</b>
<b>130-5820</b>	<b>Other Operating Expense</b>				
P20-00347	VCOE	004	2019-2020 SIS Hosting & Support + Food Svs	130-5820	5,765.62
<b>Total:130-5820 Other Operating Expense</b>					<b>5,765.62</b>
<b>211-4330</b>	<b>Other Materials and Supplies N</b>				
P20-00337	Agoura Lock Technologies, Inc.	004	Proj 19-13S Padlocks for new fencing @OHES	211-4330	260.38
P20-00342	Agoura Lock Technologies, Inc.	004	Proj 19-16S Padlocks for new fencing @ROES	211-4330	340.19
<b>Total:211-4330 Other Materials and Supplies N</b>					<b>600.57</b>
<b>211-4410</b>	<b>Equipment New Non-Capitalized</b>				
P20-00318	Southwest School Supply	009	Proj 17-47S Admin Building Furniture for BES	211-4410	3,873.90
<b>Total:211-4410 Equipment New Non-Capitalized</b>					<b>3,873.90</b>
<b>211-6250</b>	<b>Architect/Engineering Services</b>				
P20-00296	Balfour Beatty Construction	004	Const Mgmt Services 8/1-8/31/2019 #18000	211-6250	16,000.00
P20-00345	Welsh Structures, Inc.	004	Proj 19-08S Structural Engineering Svcs @OPNS	211-6250	360.00
<b>Total:211-6250 Architect/Engineering Services</b>					<b>16,360.00</b>
<b>211-6259</b>	<b>Other Costs/Planning/Change Or</b>				
P20-00346	Ventura County Star	004	Proj 18-21S Notice Bids/PreQual Ads Modular @MCMS	211-6259	2,206.50
<b>Total:211-6259 Other Costs/Planning/Change Or</b>					<b>2,206.50</b>
<b>211-6272</b>	<b>Construction Management Fees</b>				
P20-00296	Balfour Beatty Construction	004	Const Mgmt Services 8/1-8/31/2019 #18000	211-6272	21,040.00

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

ESCAPE ONLINE

Page 5 of 6



**Includes Purchase Orders dated 10/01/2019 - 10/31/2019**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:211-6272 Construction Management Fees					21,040.00
Total Number of POs					111
Total					1,163,533.56

**Fund Recap**

Fund	Description	PO Count	Amount
010	General Fund	100	1,080,768.37
120	Child Development Fund	1	346.10
130	Cafeteria Fund	5	38,338.12
211	Measure S Facilities & Tech	6	44,080.97
<b>Total</b>			<b>1,163,533.56</b>

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.d. RATIFY OUT OF STATE TRAVEL FOR CERTIFICATED EMPLOYEES TO ATTEND LANDMARK COLLEGE PROFESSIONAL VISIT DAYS FOR EDUCATORS, NOVEMBER 7-8, 2019 PUTNEY, VT**  
**CONSENT**

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**ISSUE:** Shall the Board of Education ratify out of state travel for certificated employees to attend the Fall 2019 Professional Visit Days for Educators?

**BACKGROUND:** According to Board Policy 3350, the Board of Education must approve out of state travel for certificated employees. OPUSD sent two Oak Park High School Special Education Staff **Rebecca Custodio** and **Kellie Gross** to the Fall 2019 Professional Visit Days for Educators (November 7 – 8). The Professional Visit Days are targeted for education professionals who work with students with learning disabilities, ADHD, or ASD (Autism Spectrum Disorders), to observe how and why Landmark College’s unique approach works for students who learn differently. These days provide our teachers highly accessible approaches to learning that empower individuals who learn differently to exceed their aspirations and to achieve their greatest potential. Each staff member met current Landmark College students, attended presentations by Landmark faculty and staff on educational technology, received coaching, learned about Landmark’s language intensive curriculum and college planning services, received campus tours, and received information on summer programs for high school.

**FISCAL IMPACT:** The cost of this conference was: Travel: \$1,000; Food: \$200. (Registration and Lodging were paid by Landmark College). Funding source was through OPHS Parent Faculty Association (PFA) and is included in their 2019-20 adopted budget.

- ALTERNATIVES:**
1. Ratify out of state travel for certificated employees to attend Fall 2019 Professional Visit Days at Landmark College, Putney, Vermont.
  2. Do not ratify out of state travel for certificated employees.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Kevin Buchanan, Principal, Oak Park High School  
Jay Greenlinger, Ed.D., Director of Curriculum and Instruction

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**  
**Ratify out of state travel for certificated employees to**  
**attend the Fall 2019 Professional Visit Days for Educators**  
**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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.1.e. APPROVE NOTICE OF COMPLETION, MEASURE S PROJECT 17-47S, DSA CERTIFICATION OF ADMINISTRATION BUILDING AT BROOKSIDE ELEMENTARY SCHOOL**

CONSENT

**ISSUE:** Shall the Board approve the Notice of Completion for Measure S Project 17-47S, DSA Certification of Administration Building at Brookside Elementary School, contracted with SBS Corporation, Kenco Construction Services, Inc. and NV5, Inc.?

**BACKGROUND:** On May 14, 2019, the Board of Education authorized the award of a contract for Project 17-47S, DSA Certification of Administration Building at Brookside Elementary School, contracted with SBS Corporation, Kenco Construction Services, Inc. and NV5, Inc.

The work under this contract is now complete, and District staff has inspected the finished project and is satisfied that it has been completed in compliance with contract specifications. The DSA Field Engineer assigned the project 100% completion status. The Notice of Completion form and a summary of the project follows for the Board's information and review. It is recommended that the Board approve the Notice of Completion accepting the finished project.

**FISCAL IMPACT:** No direct impact; a Notice of Completion limits the period that prime contractors, subcontractors and suppliers may record liens or file stop payment notices.

**ALTERNATIVES:**

1. Approve the Notice of Completion for Project 17-47S, DSA Certification of Administration Building at Brookside Elementary School, contracted with SBS Corporation of Camarillo, California, Kenco Construction Services, Inc. of Oxnard, California and NV5, Inc. of Ventura, California.
2. Do not approve the Notice of Completion.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**  
**Notice of Completion for Measure S Project 17-47S,**  
**DSA Certification of Administration Building 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Notice of Completion

Notice is hereby given that the Oak Park Unified School District, a school district in Ventura County, is the owner in fee of the following described and real property, to-wit:

Description: Brookside Elementary School, 165 Satinwood Avenue, Oak Park, CA 91377

That on or about May 14, 2019 the said Oak Park Unified School District of Ventura County entered into a contract with SBS Corporation of Camarillo, California, Kenco Construction Services, Inc. of Oxnard, California and NV5, Inc. of Ventura, California for Project 17-47S, DSA Certification of Administration Building at Brookside Elementary School, on certain real property hereinbefore described: that said building and improvements were actually completed on October 15, 2019: that the address of said Oak Park Unified School District is 5801 E. Conifer Street, Oak Park, CA 91377, Ventura County, California.

*OAK PARK UNIFIED SCHOOL DISTRICT*  
By Anthony W. Knight, Ed.D., Superintendent, Secretary to the  
Oak Park Unified School District Board of Trustees

Anthony W. Knight, being first duly sworn, deposes and says: that he is secretary of the Board of Trustees of the Oak Park Unified School District, a school district of Ventura County, California: that he therefore verifies the foregoing Notice of Completion on behalf of said Oak Park Unified School District: that the Oak Park Unified School District of Ventura County, California is owner of the property described in the foregoing notice: that he has read the foregoing notice and knows the contents thereof: that he has personal knowledge of the facts therein stated: that the same are true.

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF VENTURA

Oak Park Unified School District

On \_\_\_\_\_ before me, Ragini Aggarwal, Notary Public, personally appeared Anthony W. Knight, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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



**Brookside Elementary School - 17-47S Administration Building DSA Cert. (BES - Admin Bldg)**

**Summary Status**

Description	Budgeted	Committed	Expended
Site Cost	-	-	-
Soft Cost	272,825	288,425	230,237
Hard Cost	993,905	1,006,993	1,006,074
Contingency	70,044	-	-
<b>Total</b>	<b>1,336,774</b>	<b>1,295,418</b>	<b>1,236,310</b>
<b>Budgeted Hard Cost 74.4%</b>			

**Budget Status**

Initial Amount	748,857
Approved Changes	587,917
Pending Changes	-
<b>Total</b>	<b>1,336,774</b>
<b>Budgeted Contingency 5.2%</b>	

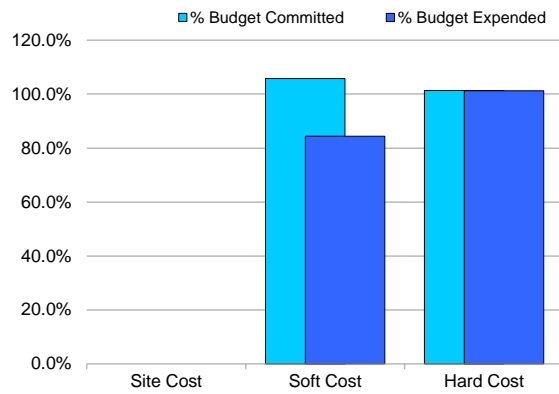
**Committed Status**

Initial Contracted AMT	1,119,618	
Contract Changes	175,800	13.6%
<b>Total</b>	<b>1,295,418</b>	
<b>Budget Committed 96.9%</b>		

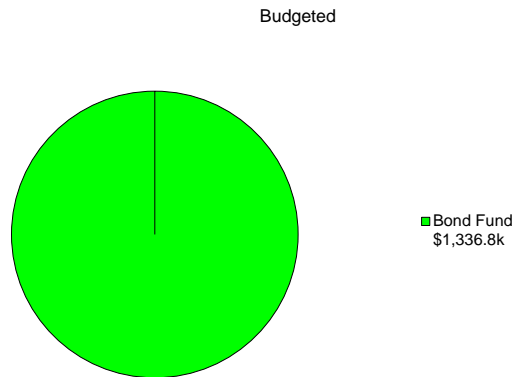
**Expenditure Status**

Paid	1,164,672
In Process for PMT	22,147
District Held Retentions	49,491
<b>Total</b>	<b>1,236,310</b>
<b>Budget Expended 92.5%</b>	

**Progress**



**Funding Sources**



**Construction Contract Status**

Contract Name	Initial AMT	Current AMT	% Chng	Pending Changes	Work in Place	% Cmpl	CCD Date	NOC Date
DIY Home Center	88	88	0.0%	-	88	100.0%	09/08/2019	
Hughes General	2,613	2,613	0.0%	-	2,613	100.0%	10/17/2019	
SBS Corporation	989,827	989,827	0.0%	-	989,827	100.0%	08/30/2019	
<b>Total</b>	<b>992,528</b>	<b>992,528</b>	<b>0.0%</b>	<b>-</b>	<b>992,528</b>	<b>100.0%</b>		



Brookside Elementary School - 17-47S Administration Building DSA Cert.

Budget Group/Object Code	Budget			Commitments				Expenditures				
	Initial Budget	Approved Budget Changes	Total Budget	Initial AMT	Change AMT	Total Commitments	% Budget Committed	Paid	In Process for PMT	Held Retention	Total Expenditures	% Budget Spent
<b>B - Planning</b>												
6240 - Preliminary Tests	11,481	(11,481)	-	-	-	-	-	-	-	-	-	-
6250 - Architect/Engineering Fees	77,000	91,641	168,641	83,005	85,636	168,641	100.0%	111,603	2,147	-	113,750	67.5%
6251 - DSA Fees	9,184	(0)	9,184	9,184	-	9,184	100.0%	9,184	-	-	9,184	100.0%
6258 - Legal Fees	-	3,983	3,983	3,983	-	3,983	100.0%	3,983	-	-	3,983	100.0%
6259 - Other Costs - Planning	-	1,426	1,426	697	729	1,426	100.0%	1,426	-	-	1,426	100.0%
	<b>97,665</b>	<b>85,568</b>	<b>183,233</b>	<b>96,868</b>	<b>86,365</b>	<b>183,233</b>	<b>100.0%</b>	<b>126,195</b>	<b>2,147</b>	<b>-</b>	<b>128,342</b>	<b>70.0%</b>
<b>C - Construction</b>												
6209 - Main Construction Contractor	534,598	455,229	989,827	994,875	-	994,875	100.5%	945,383	-	49,491	994,875	100.5%
6272 - Construction Mgmt Fees	37,422	44,830	82,252	10,368	87,484	97,852	119.0%	77,852	20,000	-	97,852	119.0%
	<b>572,020</b>	<b>500,059</b>	<b>1,072,079</b>	<b>1,005,243</b>	<b>87,484</b>	<b>1,092,727</b>	<b>101.9%</b>	<b>1,023,235</b>	<b>20,000</b>	<b>49,491</b>	<b>1,092,727</b>	<b>101.9%</b>
<b>D - Testing</b>												
6280 - Construction Tests	5,000	6,323	11,323	11,323	-	11,323	100.0%	8,025	-	-	8,025	70.9%
	<b>5,000</b>	<b>6,323</b>	<b>11,323</b>	<b>11,323</b>	<b>-</b>	<b>11,323</b>	<b>100.0%</b>	<b>8,025</b>	<b>-</b>	<b>-</b>	<b>8,025</b>	<b>70.9%</b>
<b>E - Inspection</b>												
6290 - Construction Inspection	6,000	(6,000)	-	-	-	-	-	-	-	-	-	-
	<b>6,000</b>	<b>(6,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>F - Furniture &amp; Equipment</b>												
4300 - Materials & Supplies	-	95	95	1,913	1,951	3,864	4059.7%	3,687	-	-	3,687	3872.9%
4410 - Non-Capitalized Equipment	-	-	-	4,272	-	4,272	-	3,530	-	-	3,530	-
	<b>-</b>	<b>95</b>	<b>95</b>	<b>6,185</b>	<b>1,951</b>	<b>8,136</b>	<b>8547.4%</b>	<b>7,216</b>	<b>-</b>	<b>-</b>	<b>7,216</b>	<b>7581.0%</b>
<b>G - Project Contingency</b>												
6299 - Project Contingency	68,172	1,872	70,044	-	-	-	-	-	-	-	-	-
	<b>68,172</b>	<b>1,872</b>	<b>70,044</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Totals</b>	<b>748,857</b>	<b>587,917</b>	<b>1,336,774</b>	<b>1,119,618</b>	<b>175,800</b>	<b>1,295,418</b>	<b>96.9%</b>	<b>1,164,672</b>	<b>22,147</b>	<b>49,491</b>	<b>1,236,310</b>	<b>92.5%</b>



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.1.f. APPROVE STUDENT TEACHER AGREEMENT WITH NOVA SOUTH EASTERN UNIVERSITY - JANUARY 1, 2020 THRU DECEMBER 31, 2020**

CONSENT

**ISSUE:** Shall the Board of Education enter into Student Teaching Agreement with, Nova Southeastern University commencing, January 1, 2020 until December 31, 2020?

**STATEMENT:** Board Policy 4112.21 authorizes the Governing Board of 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 Nova Southeastern follows for the Board's review.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve Student Teaching Agreement with Nova Southeastern University commencing, January 1, 2020 until December 31, 2020 and authorize the Superintendent/Designee to sign the agreement on behalf of the District.
2. Do not approve Student Teaching Agreement with Nova Southeastern 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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**AGREEMENT BETWEEN**  
**NOVA SOUTHEASTERN UNIVERSITY, INC.**  
**AND**  
**OAK PARK UNIFIED SCHOOL DISTRICT**

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THIS AGREEMENT is entered into by and between **NOVA SOUTHEASTERN UNIVERSITY, INC.**, a Florida not for profit corporation (the "University"), whose address is 3200 South University Drive, Fort Lauderdale, Florida 33328, and **OAK PARK UNIFIED SCHOOL DISTRICT** (the "District"), whose address is 5801 Conifer Street, Oak Park, CA 91377. The University is entering into this Agreement on behalf of its Dr. Pallavi Patel College of Health Care Sciences' Programs in Speech-Language Pathology (individually, a "Program" and collectively, the "Programs").

WHEREAS, the University offers educational programs for the development of speech-language pathologists, physical therapists, occupational therapists, school counselors, and teachers and has responsibility for the training of students who require clinical education, fieldwork or student teaching experiences to complete their professional development; and

WHEREAS, the District is willing to provide University students with clinical education, fieldwork or student teaching opportunities ("Internships") for training at District schools.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

A. The University shall assign certain students to the District for purposes of Internships as part of the Program at District. All assigned students shall have completed the prerequisite didactic portion of the Program.

B. The University shall orient District teachers to University's Program, pertinent course objectives, and any forms to be completed. The University shall provide supervising teachers with forms or access to online format used for student evaluations.

C. The University shall inform the students that they must comply with applicable District policies and procedures and all health or other requirements prior to beginning an experience in a District school.

D. The University shall ensure that students undergo a Level II Background Check.

E. The University agrees to maintain, for itself, its faculty, and the student, commercial general liability insurance in limits no less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and professional liability insurance (for healthcare students) with limits no less than \$1,000,000 per claim/\$3,000,000 annual aggregate. The professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations. Such coverage may be afforded by commercial insurer, captive insurer, self-

insurance or some combination thereof. A certificate of insurance evidencing said coverage shall be provided to the District upon request.

F. The University shall inform its students that they must maintain the confidentiality of the education records of District students.

## 2. RESPONSIBILITIES OF THE DISTRICT

A. The District shall orient students to the assigned District school and introduce key personnel, and to its applicable rules, regulations, policies and procedures.

B. The District shall designate an employee as liaison who will work with the University's liaison to coordinate the Internship experience. District shall designate qualified and licensed employees in similar fields of students ("Supervising Teachers") as to supervise the student's Internship supervising teachers. Supervising Teachers shall have the following responsibilities as they relate to the students:

i. Meet with the student on the first day of the Internship to (i) review educational objectives for the Internship, (ii) assign the work schedule, and (iii) tour the school and review relevant District policies and procedures.

ii. Introduce students to key and auxiliary personnel at the District school.

iii. Provide instruction and give assignments in accordance with the University's course objectives, and the availability of District students and other District resources. Student assignments should be relevant to the experience and may include self-study and library research of clinical or educational topics.

iv. Provide each student with opportunities to practice clinical or teaching skills in the classroom. Such experience shall include, but not be limited to, (i) eliciting District student histories, (ii) performing examinations and evaluations of District students, (iii) entering permissible school record entries (such entries to be denoted as entered by a student, e.g., "SLP Student" and countersigned by designated supervising teacher, and (iv) establishing educationally relevant goals and IEP plans, conducting appropriate treatments/interventions or educational instruction, and discharge planning, as appropriate.

v. Provide each student with frequent feedback on his/her clinical or teaching, and professional performance, formally review each student's progress by meeting to review evaluations at mid-Internship and during the last week of the Internship, and complete and sign all evaluation forms provided by the University. The District may keep a copy of the evaluation only with the student's written consent.

C. Make available its classrooms, library, cafeteria (at the student's expense), and parking, to students while they are assigned to a District school.

D. The District shall permit the University's Program faculty to visit the District school during the Internship for purposes of ascertaining that the University's educational objectives for each student's Internship are being met.

E. The District shall also permit representatives of the University's accrediting bodies to visit the District schools used for Internship experiences upon providing reasonable prior written notice.

F. The District shall be responsible for providing or arranging for emergency care and first aid to students in the event of injury or illness occurring during Internships at District schools. The student is responsible for the cost of any emergency care received. During the Internship, students shall be required to maintain medical insurance at their own expense.

G. During the term of this Agreement, the District represents and warrants that it: (Initial one of the below)

\_\_\_\_\_ Maintains general and professional liability insurance or self insures (for itself, its employees and agents) in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. A certificate of insurance or official letter evidencing said coverage shall be provided to the University at time of execution of this Agreement and renewals of said coverage. If insurance is through a claims-made policy, the professional liability insurance shall remain continuously in effect (through prior acts coverage in renewal policies, tail coverage or otherwise) during the period of the applicable statute of limitations.

\_\_\_\_\_ District certifies that it is self-insured pursuant to the provisions of §768.028, Florida Statutes, for tort liability in anticipation of any claim which it, or its agents, employees or contractors might be liable to pay pursuant to that section. Workers' compensation coverage is also self-insured at levels conforming to statutory requirements. The District shall provide an official letter to the University evidencing these coverages. The District will promptly notify the University of any cancellation or reduction in coverage. To the extent specifically by law and subject to Section 768.28, Florida Statutes, the District shall indemnify and hold the University harmless from any loss, claim, or damage arising out of the acts or omissions of the employees or staff of the District, except for any such loss, claim, or damage arising out of the negligent acts or omissions of the University or taken or made by any party at the direction of University personnel. Nothing herein shall be deemed a waiver by the Board of its sovereign immunity rights under the laws of the State of Florida.

H. The District shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the University's students who train at District schools pursuant to this Agreement.

### 3. HIPAA REQUIREMENTS

The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health

Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to District students health records. The University may de-identify any and all Protected Health Information for educational purposes created or received by the University under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45CFR Part 164, Subparts A and E. Solely for the purpose of defining the students' role in relation to the use and disclosure of District's Protected Health Information, the students are defined as members of the District's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of District when performing activities in connection with this Agreement.

#### 4. REMOVAL OF STUDENTS FROM THE DISTRICT

Both parties agree that in the event a conduct or performance problem arises related to the Internship of any University student, the District and the UNIVERSITY shall promptly attempt to effectuate a resolution. In the event a resolution of the problem cannot be reached, the District reserves the right to reasonably request withdrawal of any student whose work or conduct is not in full accord with the District's standards of performance, or its policies and procedures. Notwithstanding the foregoing, the District may remove a student without prior consultation with the University if the student poses an immediate threat to the health or safety of District's employees, staff or students, and in any such event, the District shall promptly notify the University in writing of its action and the reasons for removing the University student.

#### 5. RELATIONSHIP

A. Both parties expressly intend that with respect to this Agreement that they shall be independent contractors, and shall have no relationship other than the one provided for herein, and shall receive no other benefits besides those specifically contained herein.

B. It is understood that in no event shall students be compensated for any services rendered pursuant to this Agreement unless the District requires payment to participating students. Students shall not represent themselves as agents, officers, or employees of the District during Internship experiences. Students shall wear name tags identifying their status as a student with the University. At the same time, it is understood that in no event shall the employees, agents, or staff of the District be considered or represent themselves as agents, employees, or representatives of the University. The District shall at all times maintain responsibility for the education and related services provided to its students, regardless if such instruction or care is provided by University students.

C. Notwithstanding anything to the contrary stated herein, if the student is also a District employee/associate under a separate agreement with the District, such employee/associate shall not be permitted to perform the functions of a student under this Agreement during the District employee's/associate's work schedule. Work-related responsibilities shall not count towards meeting hours towards the Internship requirements.



out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida, and agree that venue shall lie exclusively in Broward County, Florida.

11. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures. The parties represent and warrant that the person signing on behalf of the party has authority to sign as its representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth below.

**OAK PARK UNIFIED SCHOOL DISTRICT      NOVA SOUTHEASTERN UNIVERSITY, INC.**

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

Leslie Heilbron, Ed.D

Title: Assistant Superintendent – HR

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

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

Stanley H. Wilson, P.T., Ed.D.

\_\_\_\_\_  
Dean, Dr. Pallavi Patel College  
of Health Care Sciences

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/10/2019

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

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

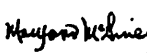
<b>PRODUCER</b> Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Nova Southeastern University, Inc. Attn: Elizabeth Guimaraes, Director of Risk Management 3301 College Avenue Ft. Lauderdale, FL 33314	<b>INSURER A:</b> MAG Mutual Insurance Company      NAIC # 42617	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER: W11596163      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Medical Prof. Liab.</b> Claims Made Deductible			HFL 3500086	07/01/2019	07/01/2020	Per Claim \$1,000,000 Aggregate \$3,000,000 Per Claim \$250,000/ Agg: \$750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
This policy provides coverage for all employees, faculty, and students of the above Named Insured only when they are working for or training under the auspices of Nova Southeastern University

<b>CERTIFICATE HOLDER</b>  Nova Southeastern University, Inc. Attn: Risk Management Dept. (VPF) 3301 College Avenue Fort Lauderdale, FL 33314	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.g. AUTHORIZATION FOR USE OF COOPERATIVE PURCHASING  
CONTRACTS BY THE STUDENT NUTRITION SERVICES  
DEPARTMENT DURING FISCAL YEAR 2019-20, PER PCC 20118**

CONSENT

**ISSUE:** Shall the Board authorize the Student Nutrition Services department to use cooperative purchasing (piggyback) contracts during fiscal year 2019-20, as permitted by Public Contract Code (PCC) 20118?

**BACKGROUND:** Throughout each school year, it is necessary for the Student Nutrition Services department to contract with vendors for the purchase of food and other related supplies. As bidding and preparing contracts is quite time consuming, it is common practice among school districts to allow “piggybacking” on one another’s contracts that have been bid in conformance with the requirements of PCC 20111-20118. As specific Board approval is required in order to use the piggyback provision, and in order to conform to the PCC bidding requirements, staff is recommending the Board’s authorization to utilize the following piggybackable contracts during fiscal year 2019-20:

- Sunrise Produce (Riverside Unified School District, “Fresh Produce” RFP No. 2017/18-12)
- P&R (Oxnard School District, RFP, Paper and Plastic Products Distributor)
- Sysco (Santa Barbara Unified School District, Bid #P17/18-02, Food Service Grocery Products)
- Jordano's (Santa Barbara Unified School District, Bid #P17/18-02, Food Service Grocery Products)

**FISCAL IMPACT:** This allows districts to save time in bid preparation while ensuring competitive pricing.

**ALTERNATIVES:**

1. Authorize the Student Nutrition Services department to use the listed piggyback contracts during fiscal year 2019-20, as permitted by PCC 20118
2. Do not approve the listed piggyback contracts.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Carole Ly, Director, Student Nutrition Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**

**Authorize the Student Nutrition Services department to use cooperative purchasing (piggyback) contracts during fiscal year 2019-20, as permitted by Public Contract Code (PCC) 20118**

**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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.h. APPROVE RENEWAL OF CONTRACT WITH SUPER CO\_OP(USDA FOODS AND PURCHASE DELIVERY)**

CONSENT

**ISSUE:** Shall the Board approve the District’s renewal of contract with San Mateo-Foster City School District as the lead agency of the Super Co-Op, a California USDA Foods Cooperative?

**BACKGROUND:** The purpose of the Super Co-Op, a California USDA Foods Cooperative, is to assist member districts with effective USDA Foods ordering and distribution and enable its members to attain the best possible prices for processed USDA Foods and their commercial equivalents as well as for USDA Foods distribution. It is recommended that the Board of Education approve the renewal of services contract to provide access to purchasing and delivery of USDA Foods to use for students’ meals prepared by the Student Nutrition Department for the 2020-21 school year. The contract with San Mateo-Foster City School District as the lead agency of the Super Co-Op is included for the Board’s review.

**FISCAL IMPACT:** The total cost of the contract will not exceed 0.3% of the current year USDA Foods estimated entitlement on July 1 which is approximately \$100 annually.

- ALTERNATIVES:**
1. Approve the District’s renewal of contract with Super Co-Op, a California USDA Foods Cooperative.
  2. Do not approve the District’s the renewal of contract.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Carole Ly, Director, Student Nutrition 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**Member District:** Oak Park Unified School District

Please check (✓) your response:

X	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

**San Mateo-Foster City School District** is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District’s fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2020-21 Fees:
  - Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.
  - Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
  - State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
  - Delivery fees as per member district selected distributors.
  - All fees are subject to change, as approved by the Super Co-Op Governing Council.
  - Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Carole Ly
Title	Director of Student Nutrition
Telephone	818-735-3203
Email	cly@opusd.org

Accounts Payable Contact	
Name	Julie St. Amand
Title	Accounting Assistant II
Telephone	818-735-3211
Email	jstamand@opusd.org

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on November 19, 2019.

Member District	Oak Park Unified School District
Signature	
Print Name	Adam Rauch
Title	Assistant Superintendent, Business and Administrative Services
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

**Return signed copy by December 1, 2019** to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz  
asoliz@smfc.k12.ca.us  
San Mateo-Foster City School District  
1170 Chess Drive, Foster City, CA 94404  
Phone (650) 312-1968

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.1.i. APPROVE SUPERVISED PRACTICE AGREEMENT FOR DIETETIC INTERNS WITH UNIVERSITY OF SOUTHERN CALIFORNIA'S LEONARD DAVIS SCHOOL OF GERONTOLOGY DECEMBER 2019 - NOVEMBER, 2022**

CONSENT

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**ISSUE:** Shall the Board of Education enter into a Supervised Practice Agreement for Dietetic Interns with University of Southern California's Leonard Davis School of Gerontology December 2019 - November 2022?

**STATEMENT:** University of Southern California's Leonard Davis School of Gerontology is a candidate for accreditation from the Accreditation Council for Education in Nutrition and Dietetics (ACEND), Academy of Nutrition and Dietetics (AND), and it offers a graduate degree coordinated program in nutrition, healthspan and longevity with supervised practice a required and integral component of those curricula. Oak Park Unified School District's Student Nutrition Department would like to work with the University to offer supervised practice in nutrition and food services management under the direction of the Director of Student Nutrition. Our staff will benefit from the contributions of the students participating in the supervised practice and would like to assist the University in implementing the supervised practice. At any given time only one student from the University will be serving as an intern. The agreement is included for the Board review.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Supervised Practice Agreement for Dietetic Interns with University of Southern California's Leonard Davis School of Gerontology December 2019 - November 2022.
2. Do not approve the Supervised Practice Agreement.

**RECOMMENDATION:** Alternative #1

Prepared by: Carole Ly, Director of Student Nutrition  
Leslie Heilbron, Assistant Superintendent of Human Resources

Respectfully submitted,

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Anthony W. Knight Ed.D.,  
Superintendent

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**BOARD MEETING, NOVEMBER 19, 2019**  
**Approve Supervised Practice Agreement for Dietetic Interns**  
**with USC - December 2019 - November 2022**  
**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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



## **SUPERVISED PRACTICE AFFILIATION AGREEMENT**

This GERONTOLOGY SUPERVISED PRACTICE AFFILIATION AGREEMENT (“Agreement”) is entered into on the 1<sup>st</sup> day of December, 2019, by and between the University of Southern California, acting through its Leonard Davis School of Gerontology, whose principal place of business is 3715 McClintock Avenue, Los Angeles, California 90089-0191 (hereinafter called the “University”), and Oak Park Unified School District, whose principal place of business is 5801 Conifer Street, Oak Park, CA 91377 (hereinafter called the “Site”).

### **Recitals**

WHEREAS, the University is a candidate for accreditation from the Accreditation Council for Education in Nutrition and Dietetics (ACEND), Academy of Nutrition and Dietetics (AND), offering a graduate degree coordinated program in nutrition, healthspan and longevity with supervised practice a required and integral component of those curricula; and

WHEREAS, the University desires the cooperation of Site in implementing a supervised practice in nutrition and food services management at Site and training University students in the practical application of nutrition and food services (“Supervised Practice”); and

WHEREAS, Site will benefit from the contributions of the students participating in the supervised practice; and

WHEREAS, Site wishes to assist the University in implementing the supervised practice;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Site enter into this Agreement on the terms and conditions set forth below.

### **The University Rights and Responsibilities**

1. To establish the educational objectives and performance competencies for the supervised practice and to implement the supervised practice pursuant to these objectives.
2. To assign students to Site who meet the University’s requirements and qualifications to participate in supervised practice.
3. To appoint a University faculty or staff member as “Supervised Practice Director” to administer the University’s responsibilities related to the supervised practice and to oversee the students’ supervised practice experience at Site.
4. To establish and maintain ongoing communication with the Preceptor, as defined below, regarding the supervised practice.
5. To notify the Preceptor, at a time mutually agreed upon, of the University’s planned schedule of students’ assignments, including the names of the students, level of academic preparation, and length and dates of the supervised practice experiences.
6. To inform students that they are to obtain and maintain adequate health insurance coverage during the time that students participate in the supervised practice and to provide evidence of such coverage to Site, at Site’s reasonable request.

7. To ensure that all students participating in the supervised practice at Site will have and maintain professional liability insurance coverage in the amounts set forth below.
8. To direct the assigned students to comply with the existing pertinent rules and regulations of the Site and all reasonable directions given by qualified Site personnel.
9. To provide course grades based on mid-point and end of rotation student evaluations (tool provided by University) completed by Site.
10. To inform Site in the event that a student withdraws from the supervised practice or otherwise is unable to complete the supervised practice.

### **Site Rights and Responsibilities**

1. To cooperate with University in establishing and implementing the supervised practice at Site using supervised practice guidelines provided by University.
2. To provide one (1) qualified Site supervisor (“Preceptor”) for each student(s) participating in the supervised practice. Selection of Preceptor will be mutually agreed upon by the University and the Site prior to the commencement of each supervised practice. Preceptor will be responsible for the supervision of students at all times while students are at the Site. Preceptor’s responsibilities include the following:
  - Orient the student to the Site;
  - Assist the student in gaining access to information and data required for the tasks and responsibilities to be completed by the student;
  - Monitor student’s attendance;
  - Meet with student at regular intervals;
  - Submit a mid-point and final evaluation report of the student’s activities; and
  - Any other responsibilities mutually agreed upon by the parties.
3. To provide field experiences in accordance with the mutually agreed upon competencies and objectives of the supervised practice. On-site visits will be arranged when feasible and/or upon request by the University, no less frequently than once/year. Site shall advise the University of any changes in its personnel, operation, or policies that may materially affect the students’ field experiences or the supervised practice at Site.
4. To ensure that students are given duties commensurate with their skills and experience.
5. To provide the physical facilities, resources, equipment, and all other items necessary to operate the supervised practice at Site, including use of library facilities, reasonable work, and storage space.
6. To determine the number of students which it can accommodate during a given period of time and notify the University promptly prior to the commencement of the supervised practice.
7. To provide the assigned students with a copy of the Site’s existing pertinent rules and regulations with which the students are expected to comply.

8. To make available, whenever reasonably necessary, emergency health care for the assigned students, the cost of which shall be borne by the students.
9. To request the University to withdraw a student from the supervised practice at Site when student's performance is unsatisfactory to Site or student's behavior is disruptive to Site or its patients. Site shall state its reasons for requesting a student withdrawal in writing to the Supervised Practice Director. It is understood that except as set forth in paragraph 10 below, only the University can withdraw a student from the Supervised Practice at Site.
10. To immediately remove from the Site any student who poses an immediate threat or danger to personnel or the quality of services provided at Site. Preceptor shall notify the Supervised Practice Director prior to removing the student.
11. To comply with all applicable federal, state, and local laws, ordinances, rules, and regulations regarding the operation of the supervised practice, including laws, rules and regulations concerning the confidentiality of student records.
12. To comply with all applicable requirements of any accreditation authority and to permit the authorities responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Site for purposes of the supervised practice.
13. To comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research as part of a research team.
14. To retain full responsibility for ensuring that (i) all patient care services and procedures performed by students comply with applicable federal, state, and local laws, rules and regulations; (ii) students are appropriately credentialed to perform each such service and procedure in accordance with Site rules and regulations, and (iii) all necessary consents are obtained prior to the furnishing of any clinical services by students.
15. To retain full responsibility for the care of patients at Site and maintain administrative and professional supervision of students insofar as their presence affects the operation of Site and/or the direct and indirect care of patients.

### **General Provisions**

1. Non-discrimination. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, disability, or national origin.
2. Coordination of Supervised Practice. The parties shall use reasonable efforts to establish the educational objectives for the supervised practice, devise methods for its implementation and continually evaluate to determine the effectiveness of the experience.
3. Students Not University Employees. The parties hereto agree that the University's students are not to be considered employees or agents of either the University or the Site for any purpose, including Worker's Compensation or employee benefit .
4. Insurance. Each party to this Agreement shall provide and maintain, at its own expense, insurance or self-insurance covering its activities and operations hereunder. Such insurance or self-insurance shall include, but not be limited to, comprehensive general liability and

professional liability. The general liability insurance shall have a minimum coverage of \$300,000 per occurrence and cost \$500,000 aggregate. The professional liability insurance shall carry a single limit coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

5. Term. This Agreement shall be effective for a period of three years when executed by both parties.
6. Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the Supervised Practice at Site at the time of notice of termination shall be given the opportunity to complete the supervised practice at Site.
7. Arbitration. All controversies, claims, and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims, or disputes. The costs and expenses of the arbitration, including without limitation, attorneys’ fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard or tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby waives any defense of lack of in person jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys’ fees.
8. No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
9. Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey, or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and Site.
10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
11. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

12. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.
13. Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.
14. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
15. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
16. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
17. Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement. Nothing in this Section shall require either party to waive the attorney-client, accountant-client, or any other applicable legal privilege.
18. Limitation on Damages. Notwithstanding anything to the contrary contained in this agreement, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

UNIVERSITY  
The University of Southern California, acting through its  
Leonard Davis School of Gerontology

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Todd  
Vice Provost for Academic Operations

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maria Henke, MA  
Senior Associate Dean

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carole Ly  
Director of Student Nutrition

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Rauch  
Assistant Superintendent, Business Services

**Please Return this Affiliation Agreement to:**  
Jeannie Wakamatsu, MPH, RDN  
Internship Coordinator  
Coordinated Program in Nutrition, Healthspan and Longevity  
Leonard Davis School of Gerontology  
University of Southern California  
3715 McClintock Avenue, Room 229  
Los Angeles, CA 90089-0191  
Direct: 213-821-9769  
E-mail: wakamats@usc.edu

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.1.j. APPROVE INDIVIDUALIZED SUPERVISED PRACTICE  
PATHWAY AGREEMENT FOR DIETETIC INTERNS WITH  
PEPPERDINE UNIVERSITY DECEMBER 2019 - NOVEMBER, 2022  
CONSENT**

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**ISSUE:** Shall the Board of Education enter into an Individualized Supervised Practice Pathway (ISPP) Agreement for Dietetic Interns with Pepperdine University's Natural Science Department at Seavers College - December 2019 - November 2022?

**STATEMENT:** Pepperdine University's Natural Science Department at Seavers College has an ISPP program for educating students to meet the qualifications for practice in the profession of Dietetics. Oak Park Unified School District's Student Nutrition Department would like to work with the University to offer supervised practice in nutrition and food services management under the direction of the Director of Student Nutrition. Our staff will benefit from the contributions of the students participating in the supervised practice and would like to assist the University in implementing the supervised practice. At any given time only one student from the University will be serving as an intern.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. ISPP Agreement for Dietetic Interns with Pepperdine University's Natural Science Department at Seavers College - December 2019 - November 2022.
2. Do not approve the Individualized Supervised Practice Agreement.

**RECOMMENDATION:** Alternative #1

Prepared by: Carole Ly, Director of Student Nutrition  
Leslie Heilbron, Assistant Superintendent of Human Resources

Respectfully submitted,

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Anthony W. Knight Ed.D.,  
Superintendent

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**BOARD MEETING, NOVEMBER 19, 2019**

**Approve ISPP Agreement for Dietetic Interns with Pepperdine University's Natural Science Department at Seavers College - December 2019 - November 2022**

**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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



AFFILIATION AGREEMENT  
BETWEEN  
Pepperdine University  
and  
Oak Park School District

This Affiliation Agreement is entered into between the Individualized Supervised Practice Pathway (ISPP) located at Pepperdine University in the Natural Science Department at Seaver College and Oak Park School District (The Affiliated Facility) located in Oak Park, California.

PURPOSE

Pepperdine University has an ISPP program for educating students to meet the qualifications for practice in the profession of Dietetics, and desires the assistance of the Affiliated Facility in providing a supervised experience to the students and is willing to assist by providing a supervised experience to the students enrolled in the program.

Therefore, it is mutually agreed by and between such parties that

RIGHTS AND OBLIGATIONS

1. The University and the Affiliated Facility shall cooperate to provide supervised experience to students of the University enrolled in the Dietetic ISPP program.
2. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a US Veteran pertaining to any experiences during the Dietetic ISPP program.
3. Students are not employees of Pepperdine University or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party, which includes not providing Worker's Compensation coverage.
4. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of Pepperdine University and the Affiliated Facility.
5. The objective of the Affiliated-Facility training shall be to create awareness in the students of the activities within the Affiliated Facility and to have the students gain experience in such activities.
6. The experience for students in the ISPP program shall occur during the fall, and/or spring semesters as follows:
  - a. Maximum of 1 student(s) shall be assigned to the Affiliated Facility at anyone time for experience any given semester.
  - b. The length of the time the student(s) will be assigned to the Affiliated Facility shall be mutually agreed to by the University and the Affiliated Facility prior to the student's arrival at the Affiliated Facility.
7. During the supervised experience, the student shall be under the Direction of a University staff member/s. The University staff member/s shall:
  - a. Coordinate the program with the Affiliated Facility
  - b. Complete program planning prior to beginning of rotation, including schedule and name(s) of participating student(s).
  - c. Visit the Affiliated Facility as needed to observe students and discuss students' performance with staff members.

- d. Evaluation of student progress:
  - 1. Determine grades reflecting the student's level of performance based upon:
    - i. Evaluations and input from the Affiliated-Facility staff.
    - ii. University methods of evaluation/observation.
- 8. The students shall undergo a health examination and/or supply any health documents which the Affiliated Facility may require
- 9. Any materials loaned to the student by the Affiliated Facility must be returned in satisfactory condition to the Affiliated Facility or replacement costs will be charged to the student.
- 10. Responsibilities of students in the program are to:
  - a. Recognize the uniqueness of the Affiliated-Facility experience and be prepared to meet time demands of the experience, exclusive of special projects and planning sessions.
  - b. Observe and adhere to policies and procedures of the Affiliated Facility as though employed there.
  - c. Assume responsibility for one's own progress, i.e., extra student time spent if lacking skills or knowledge in certain areas. The Didactic component is the instructional time; whereas, the time in Affiliated Facility is for practicing a composite set of skills.
  - d. Use mistakes and constructive criticism to learn.
  - e. Arrange consultations and/or evaluations with Affiliated Facility and/or University staff at mutually agreed upon times.
  - f. Realize and accept that each student has divergent capabilities in combining the related skills and knowledge that are being acquired; therefore, each student shall progress at his/her own rate.
  - g. Do not remove any materials from the Affiliated Facility without prior approval of the facility.
  - h. Report any absenteeism to the Affiliated Facility and university staff prior to scheduled time for arrival.
  - i. Maintain the confidentiality of all Affiliated-Facility clients.
- 11. Responsibilities of Affiliated-Facility staff members in the program are to:
  - a. Be a role model for students. While working with the staff member, the student
    - 1. Receives orientation to that staff member's particular area of responsibility.
    - 2. Observes staff member in performance of his/her duties.
    - 3. Has supervised experiences in areas as defined by the rotation objectives.
    - 4. Performs selected duties with minimum levels of supervision after achieving specified level(s) of knowledge, skill, and judgment, as agreed upon by Affiliated-Facility & University staff.
    - 5. Does not replace staff to fulfill any staff work responsibilities, unless related to activities to meet Dietetic ISPP responsibilities
  - b. Assist in the evaluation process of the student. Appropriate evaluation tools may be but are not limited to:
    - 1. evaluation forms.
    - 2. documentation of effective improvable incidents.

- 3. weekly or biweekly formal consultations.
- c. Assist the university staff members in presenting formal evaluations made by the Affiliated Facility, to the student.

EFFECTIVE DATE

1. This Agreement shall become effective on December 1, 2019 and will expire on November 30, 2022

2. This Affiliation Agreement may be revised or modified by mutual consent of the contracting parties.

3. This Affiliation Agreement will be terminated 90 days after a written notice to the individual, as identified below, by registered mail from either party. Any student currently placed with an affiliated facility shall be permitted to complete the placement unless the student is personally responsible for the reason termination is requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year first above.

Oak Park School District

Pepperdine Individualized Supervised  
Practice Pathway (ISPP) Program

By:

By:

  
Sunnie DeLano

\_\_\_\_\_  
Signature

Name:

Name: Sunnie DeLano, MS, RDN

Title:

Title: Director, NSCP-ISPP Program  
Pepperdine University

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

Date: 10-22-2019

Mailing address:

Mailing address:

Pepperdine University  
Natural Science Department/NSCP-ISPP  
24255 Pacific Coast Highway  
Malibu, CA 90263

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.i.k. APPROVE RENEWAL OF DISTRICT MEMBERSHIP IN CALIFORNIA SCHOOL FUNDING COALITION FOR 2019-2020**  
**CONSENT**

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**ISSUE:** Shall the Board approve the renewal of the District’s membership in the California School Funding Coalition for 2019-2020?

**BACKGROUND:** In 2012-13, as the Local Control Funding Formula (LCFF) was being finalized by the California legislature, OPUSD became one of the initial members of the California School Funding Coalition (CSFC). The CSFC formed as a group of school districts, primarily suburban, with similar demographics and funding concerns, seeking to ensure fair and equitable funding from the new LCFF legislation. CSFC contracts with School Services of California, Inc., to provide advocacy tools for member Districts. It remains important for suburban school districts such as Oak Park Unified to have a voice in the process. The Administration recommends the renewal of the District’s membership in this important advocacy group. Based on the District’s ADA, the annual dues are \$2,500, which is included in the Business Administration department budget.

**FISCAL IMPACT:** The proposed expenditure \$2,500 is included in the approved General Fund budget.

- ALTERNATIVES:**
1. Approve the renewal of the District’s membership in the California School Funding Coalition.
  2. Do not approve renewal of the District’s membership.

**RECOMMENDATION:** Alternative No. 1

Prepared by: 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT B.1.1. APPROVE DISPOSAL OF OBSOLETE OR SURPLUS INSTRUCTIONAL MATERIALS, BOOKS, AND OR LIBRARY BOOKS**

CONSENT

**ISSUE:** Shall the Board approve the sale and/or disposal of obsolete or surplus instructional materials, books, and/or library books per the provisions of Education Code Section 60510?

**BACKGROUND:** The District declares an inventory of library books, textbooks and/or instructional materials as obsolete and/or surplus, and no longer needed by teachers or students. Education Code Section 60510 requires the Board to declare that these books and/or materials are obsolete or surplus authorizing staff to sell, distribute, or otherwise dispose of them. This is one measure of ensuring that students have the benefit of current quality materials that meet the specific rigorous criteria set by the Oak Park Unified School District. List of obsolete instructional materials for Oak Park Independent School follows for the board’s review.

**FISCAL IMPACT:** The estimated cost of the proper disposal of the books is \$650 as there is no resale value for these. The cost is included in the 2019-2020 adopted budget.

- ALTERNATIVES:**
1. Approve a motion declaring the following inventory of instructional materials and library books obsolete and/or surplus.
  2. Do not approve a motion declaring the following inventory of instructional materials and library books obsolete and/or surplus.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Dr. Jay Greenlinger, Director, 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# Retiring Textbook Data Sheet OPIS

SCHOOL SITE	OPIS			
Name of Person Completing Form	Sue Meskis			
Class / Department (ie: AP Math, or Special Ed)	Title of Item to be Retired	ISBN	Qty of EACH (we need a number here, can't be something like "teachers set")	Condition (good / scrap)
english	The Least You Should Know About English (7th Edition)	9780155069879	1	good
english	The Least You Should Know About English (8th Edition)	9780838407714	17	good
english	The Least You Should Know About English (10th Edition)	9781428230798	7	good
english	Write For College	9780669444025	17	good
english	Writers Express	9780669386325	1	good
english	What If? Writing Exercises For Fiction Writers	9780205616886	5	good
english	The Everything Creative Writing Book (2nd Edition)	9781440501524	1	good
english	Write Source 2000	9780669386257	6	good
english	Write Source 2000	9780669467734	13	good
english	The Practice of Poetry: Writing Exercises from Poets Who Teach	9780062730244	12	good
english	The New Writing With a Purpose	061831847-X	1	good
english	American Literature (TE)	9780785441069	1	good
english	American Literature	9780785441052	1	good
math	Go Math (6th grade bundle)	9780544390171	5	new
math	Calculus (8th Edition)	9780471482383	1	new
math	Geometry AGS (TE)	9780785438304	1	good
math	Saxon Math 87	9780939798544	1	good
math	Mathematics for Business and Personal Finance (TE)	9780078883637	1	good
math	Mathematics for Business and Personal Finance	9780078805059	2	good
math	Pre-Algebra (Pacemaker)	9780130236333	4	new
math	Pre-Algebra (Pacemaker) Workbook	9780130236357	6	good
math	Finite Matematics An Applied Approach (9th Edition)	9780471328995	1	good
math	Finite Matematics An Applied Approach (9th Edt) - Student Solutions Ma	9780471333517	1	scrap
science	Introductory Chemistry in the Laboratory (5th Edition)	9780618305285	1	good
science	Introductory Chemistry: A Foundation (5th Edition)	9780618305278	1	good
science	Introductory Chemistry: A Foundation Complete Solutions Guide (5th Edi	9780618305322		good
science	Introductory Chemistry in the Laboratory (5th Edition)	9780618305339	1	good
science	Science Level Green	9780078600470	1	good
science	Earth Science	9780030556678	1	good
science	Conceptual Chemistry (2nd Edition)	9780321236449	2	good
science	Basic Chemistry Success in Science	97808359119551	1	good
science	Environmental Science	9780030781360	1	good
science	Chemistry	9780132512107	1	good
science	Chemistry	9780785440451	2	good
science	Chemistry Student Workbook	9780785440475	2	good
science	Introductory Chemistry A Foundation	9780618304998	2	good
science	Physical Science (TE)	9780130238511	1	good
science	Focus on Life Science	9780130443465	2	good
science	Biology (Pacemaker)	9780130240446	2	new
science	Focus on Earth Science (TE)	9780130443496	1	good
science	Focus on Earth Science	9780130443472	2	good
science	Life Science	9780130238573	1	new
science	Physical Science (TE)	9780130238511	1	new
science	Physical Science	9780130238405	1	new
science	Biology	9780078757136	30	scrap
science	Biology (AGS) Cycles of Life Lab Manual	9780785439790	3	good
science	Focus on Physical Science: Teaching Resources Unit 1	9780132034746	1	good
science	Focus on Physical Science: Teaching Resources Unit 2	9780132034753	1	good
science	Focus on Physical Science: Teaching Resources Unit 3	9780132034760	1	good
science	Focus on Physical Science: Teaching Resources Unit 4	9780132034777	1	good
science	Focus on Physical Science: Lab Manual	9780132034258	1	good
science	Focus on Physical Science: Virtual Physical Sience Lab Record Sheets	9780132034265	1	good
science	Focus on Physical Science: Progress Monitoring Assessments	9780132034609	1	good
science	Focus on Physical Science: Laboratory Manual (TE)	9780130542588	1	good

# Retiring Textbook Data Sheet OPIS

science	Focus on Life Science: Lab Manual	9780132034241	1	good
science	Focus on Life Science: Reading & Note Taking Guide Level B	9780132034425	6	good
science	Focus on Earth Science: Teaching Resources Unit 1	9780132034654	1	good
science	Focus on Earth Science: Teaching Resources Unit 2	9780132034661	1	good
science	Focus on Earth Science: Teaching Resources Unit 3	9780132034678	1	good
science	Focus on Earth Science: Teaching Resources Unit 4	9780132034685	1	good
science	Focus on Earth Science: Progress Monitoring Assessments	9780132034586	1	good
science	Focus on Earth Science: Lab Manual (TE)	9780132034326	1	good
science	Focus on Earth Science: Lab Manual	9780132034227	1	good
science	Focus on Earth Science: Reading and Note Taking Guide Level B	9780132034395	9	good
history	World History Connection to Today Daily Progress Monitoring Transparency	9780131668812	1	new
history	World History Connection to Today Color Transparencies	9780130506955	1	new
history	World History Medieval and Early Modern Times Enrichment Workbook	9780618531479	2	new
history	Creating America A History of the United States Enrichment Workbook	9780618577125	7	new
history	Creating America A History of the United States Modified Lesson Plans for English Learners	9780618577156	2	new
history	Creating America A History of the United States	9780618689774	5	good
history	The Americans A History	9780395740286	1	good
history	The American Vision	9780078799846	1	good
history	American Pathways to the Present Biography, Literature & Comparing Primary Resources	9780130629388	1	good
gov't	United States Government Democracy in Action	9780078259838	1	good
foreign language	Webster's New World Spanish Dictionary (Concise Edition)	9780139536472	3	good
foreign language	Webster's New Explorer Spanish-English Dictionary	9781892859082	1	good
foreign language	Webster's Spanish-English Dictionary	9780760794357	1	scrap
health	Fitness for Life (5th Edition)	978073606675	6	good
elective	Step By Step Office: Mac 2008	9780735626171	1	good
elective	Step By Step 2007 Microsoft Office System	9780735622784	1	good
elective	Office 2011 For Macintosh	9781449393359	1	good
elective	iWork '09 Apple Training Series	9780321618511	1	scrap
elective	Diet & Nutrition A Holistic Approach	9780893890483	4	good
elective	Exploring Careers (TE)	9780078736902	1	good
elective	Exploring Careers	9780078736896	10	good
elective	Exploring Careers Student Activity Workbook (TE)	9780078736933	1	good
elective	Exploring Careers Student Activity Workbook	9780078736926	9	good
elective	Automotive Excellence Volume 1	9780078600159	9	good
elective	Automotive Excellence Volume 2	9780078600104	7	good
elective	Automotive Excellence Instructors Resource Binder Volume 1	9780028313689	1	good
elective	The World of Food	139656901	3	good
elective	Introductory Foods	9780139239885	1	good
elective	The World of Food (3rd Edition)	9780663423514	4	good
elective	British Literature (TE)	9780785440918	2	good
elective	British Literature	9780785440901	2	good
elective	Introduction to Business	9780078258596	1	good
elective	Century 21 South Western Accounting	9780538447560	1	new

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.1.m APPROVE OUT OF STATE TRAVEL FOR CERTIFICATED EMPLOYEE TO ATTEND THE AMERICAN COUNCIL ON THE TEACHING OF FOREIGN LANGUAGES(ACTFL) ANNUAL CONVENTION AND WORLD LANGUAGE EXPO - NOVEMBER 22-24, 2019, WASHIGTON, D.C.**

CONSENT

**ISSUE:** Shall the Board of Education approve out of state travel for certificated employee to attend the ACTFL 2019 Conference?

**BACKGROUND:** According to Board Policy 3350, the Board of Education must approve out of state travel for certificated employees. OPUSD is proposing to send **Deanne Bray**, Oak Park High School, American Sign Language teacher to the ACTFL 2019 Conference (November 22– 24). This conference provides a comprehensive professional development experience for language educators of all languages and levels. Compelling proposals address the needs of today’s learners and educators by focusing on innovative programs, emerging trends and research-informed practices.

**FISCAL IMPACT:** The estimated cost of this conference is: Travel: \$500; Food: \$300; Lodging: \$880. Funding source is through OPHS Parent Faculty Association (PFA) and is included in their 2019-20 adopted budget.

- ALTERNATIVES:**
1. Approve out of state travel for certificated employee to attend the ACTFL 2019 Conference, Washington, D.C.
  2. Do not approve out of state travel for certificated employee to attend the ACTFL 2019 Conference, Washington, D.C.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Kevin Buchanan, Principal, Oak Park High School  
 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.a APPROVE RESOLUTION #19-21, APPLYING FOR STATE GRANT FUNDING BEYOND STATE BOND AUTHORITY FOR MEASURE S MODERNIZATION PROJECTS 18-18S BROOKSIDE ELEMENTARY MODULARS AND 18-21S MEDEA CREEK MIDDLE SCHOOL MODULARS**

ACTION

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**ISSUE:** Shall the Board adopt Resolution No. 19-21, applying for state grant funding beyond state bond authority for Measure S modernization projects, 18-18S Brookside Elementary Modular Replacement and 18-21S Medea Creek Middle School Modular Replacement?

**BACKGROUND:** At the board meeting on October 15, 2019, the Board approved resolution #19-21. This agenda item is being brought back before the Board to correct the identified schools within this coversheet. The resolution that was passed does not need to be corrected, as it identified the correct schools.

The \$9 billion in bonds that came with the passing of Proposition 51 back in 2016 to fund construction and improvement of K-12 and community college facilities are completely depleted. As a result, the District will need to get in line for the next state bond for modernization projects. As part of the latest Assembly Bill 48 is an end to the first-come, first-served process of allocating state building assistance. In its place, will be a system that will push small districts needing financial help and low-income, low-property wealth districts farther ahead in line for a larger share of state dollars and give priority to districts with pressing facilities need. Due to these changes, the State is requiring a board resolution indicating that there is no guarantee of funds from the next state bond. This resolution must be approved by the Board and submitted with the funding applications for Measure S modernization projects, 18-18S Brookside Elementary Modular Replacement and 18-21S Medea Creek Middle School Modular Replacement.

**FISCAL IMPACT:** No immediate fiscal impact. That said, because there is the potential of not receiving matching funds, projected matching fund revenue has been removed from the Measure S Master Plan.

**ALTERNATIVES:**

1. Adopt Board Resolution No. 19-21, applying for state grant funding beyond state bond authority for Measure S modernization projects, 18-18S Brookside Elementary Modulars and 18-21S Medea Creek Middle School Modulars.
2. Do not adopt Resolution No.19-21.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, Assistant Superintendent, Business Services

**BOARD MEETING, NOVEMBER 19, 2019**  
**Adopt Resolution No. 19-21, applying for state grant funding beyond**  
**state bond authority for Measure S modernization projects,**  
**18-18S BES Modular Replacement and 18-21S MCMS Modular Replacement**  
**Page 2**

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

STATE REQUIREMENT TO ADOPT RESOLUTION  
ACKNOWLEDGING STATE IS NOT OBLIGATED TO PROVIDE  
FUNDING FOR SCHOOL FACILITIES BEYOND BOND AUTHORITY

The Oak Park Unified School District (District) is required to adopt a resolution acknowledging State Bond funding limitations prior to filing Modernization funding applications to the State. These limitations would be applicable for the following schools:

- Brookside Elementary Replacement/Modernization
- Medea Creek Middle School Replacement/Modernization

The current State Bond funds from Proposition 51 for Modernization projects are depleted. The State is accepting Modernization funding applications with certain limitations. The State requires school boards to be knowledgeable of the fact that it has no obligation to provide funding for Modernization projects and that future State bond measures may not provide funds for these applications. Submitting these funding applications currently provides no guarantee of funding under the next State Bond.

Benefit: The benefit to the District is to be positioned to obtain maximum State funding from future State bonds if available, but no guarantee.

**OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD RESOLUTION 19-21**

**Applying For State Grant Funding Beyond State Bond Authority for  
the Following Modernization Projects**

- Brookside Elementary Replacement/Modernization
- Medea Creek Middle School Replacement/Modernization

WHEREAS the Board of Education of the Oak Park Unified School District (District), County of Ventura, State of California, has determined that school facilities need to be constructed;

WHEREAS, the State Allocation Board (SAB) has established an “Application Received Beyond Bond Authorization List” for projects that have been received.

Pursuant to Title 2, Code of California Regulations Section 1859.95.1, the School Board of the Oak Park Unified School District hereby acknowledges the following;

WHEREAS, the school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested for this application;

WHEREAS, the school board acknowledges that the State of California is not expected nor obligated to provide funding for projects and the acceptance of the application does not provide a guarantee of future State funding;

WHEREAS, the school board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;

WHEREAS, the school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District’s approved application may be returned;

WHEREAS, the school board acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities;

NOW THEREFORE BE IT RESOLVED, the school board authorizes submittal of the funding application for the above listed project given the above acknowledgements.

**ADOPTED** this 19th day of November 2019, 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.

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Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.b. APPROVE ACCEPTANCE OF DONATION**

ACTION

**ISSUE:** Shall the Board acknowledge and accept the donation made to the Oak Park Unified School District?

**BACKGROUND:** The following donation has been made to the District:

Site/Program	Gift/Donor	Gift
Oak Park High School – Rocket Team	Aerojet Rocketdyne Foundation	\$1,000

**RECOMMENDATION:** Accept the donation with thanks.

Respectfully submitted,

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

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

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

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.2.c. APPROVE RESOLUTION #19-22 FOR PARTICIPATION IN DISTRICT OF CHOICE PROGRAM FOR SCHOOL YEAR 2020-21 ACTION**

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**ISSUE:** Shall the Board of Education approve Resolution #19-22 to continue participation in the State's District of Choice Program as approved in the Governor's Budget Bill of 2017.

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

Oak Park Unified has participated in the District of Choice program since the 2004-05 school year and, as a result, has been able to mitigate the effects of declining enrollment and reduced state funding. Staff recommends that the Governing Board adopt this resolution to continue the district's participation in the District of Choice program and accept new students for the 2020-21 school year.

**FISCAL IMPACT:** There is no direct fiscal impact on the current year's budget. However, the acceptance of additional students through the DOC program will increase revenue for the 2020-2021 school year.

**ALTERNATIVES:**

1. Approve the District of Choice Resolution #19-22.
2. Do not approve the District of Choice Resolution.

**RECOMMENDATION:** Alternative #1.

Prepared by: Stewart McGugan, Director Student Support and School Safety

**November 19, 2019**  
**Approve Resolution #19-22 for Participation In District**  
**Of Choice Program For School Year 2019-20**  
**Page 2**

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



OAK PARK UNIFIED SCHOOL DISTRICT  
Resolution #19-22

Participation In District Of Choice Program

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

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

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

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

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

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

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

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

The foregoing Resolution was adopted by the Governing Board of the Oak Park Unified School District on the 19<sup>th</sup> day of November, 2019 by the following vote

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

\_\_\_\_\_  
President, Oak Park Unified School District  
Board of Education

Attest:

\_\_\_\_\_  
Clerk, Oak Park Unified School District  
Board of Education

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.d. APPROVE AGREEMENT WITH FCMAT TO PROVIDE TRAINING TO STAFF ON PROJECTION PRO, A MULTIYEAR PROJECTION AND CASH FLOW PROGRAM**

ACTION

**ISSUE:** Shall the Board approve an agreement with Fiscal Crisis & Management Assistance Team (FCMAT) to provide training to staff on Projection Pro, a multiyear projection and cash flow program?

**BACKGROUND:** FCMAT helps California's local K-14 educational agencies identify, prevent and resolve financial, operational and data management challenges by providing management assistance and professional learning opportunities. FCMAT recently launched Projection-Pro, a multiyear and cash flow projection software that can be used by school districts to fulfill their financial and management responsibilities. The software is provided by FCMAT free of charge. The proposed agreement is for FCMAT staff to provide our Fiscal management personnel two days of on-site technical assistance with using the Projection-Pro software in order to:

- Create and align multiyear and cash flow projections in less time
- Easily develop multiple scenarios for risk analysis
- Create updated projections quickly and easily in subsequent reporting periods
- Improved workflow - Filter by object and traditional report layout
- Improved and expanded calculations - Enrollment, UPC and ADA, ongoing and major maintenance contribution, and Reserve for economic uncertainty

**FISCAL IMPACT:** The total cost of the proposed services agreement is not-to-exceed \$3,600 and is included in the current budget.

**ALTERNATIVES:**

1. Approve an agreement with FCMAT to provide training to staff on Projection Pro a multiyear projection and cash flow program.
2. Do not approve the service agreement with FCMAT.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, Assistant Superintendent, Business Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**

**Approve an agreement with FCMAT to provide training to staff  
on Projection Pro, a multiyear projection and cash flow program**

**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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT November 4, 2019

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Oak Park Unified School District, hereinafter referred to as the district, mutually agree as follows:

### 1. **BASIS OF AGREEMENT**

The team provides a variety of services to local education agencies (LEA). The district has requested that the team provide on-site technical assistance to study specific aspects of the district's operations. The professionals engaged for this assistance may include staff of the team, county offices of education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

### 2. **SCOPE OF THE WORK**

#### A. Scope and Objectives of the Study

FCMAT will provide two days of on-site technical assistance to district personnel in developing the MYP for first interim using the Projection-Pro software.

#### B. Services and Products to be Provided

1. FCMAT will coordinate dates for technical assistance with the district.
2. At the conclusion of technical assistance, FCMAT will provide a management letter documenting that the requested services are completed.

### 3. **PROJECT PERSONNEL**

Technical assistance services will be provided by Debbie Riedmiller, CFE, FCMAT Intervention Specialist.

### 4. **PROJECT COSTS**

The cost for technical assistance services shall be as follows:

- A. \$800 per day for each staff team member, while on site, conducting fieldwork at other locations, presenting reports, or participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate for all work performed.

- B. All out-of-pocket expenses, including travel, meals, and lodging. The district will be invoiced at actual costs.

**Based on the elements noted in section 2A, the total not-to-exceed cost of the services is \$3,600.**

- C. Any change to the scope of services will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent located at 1300 17<sup>th</sup> Street, City Centre, Bakersfield, CA 93301.

**5. RESPONSIBILITIES OF THE DISTRICT**

The district will provide office and conference room space while on-site reviews are in progress.

Pursuant to Education Code (EC) 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

**6. PROJECT SCHEDULE**

The schedule of services will be jointly determined by FCMAT and the district.

**7. COMMENCEMENT, TERMINATION AND COMPLETION OF WORK**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its management letter, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a draft management letter and a final management letter. Prior to completion of fieldwork, the district may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the district does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its management letter and the district will be responsible for the full costs. The district understands and agrees that FCMAT is a state agency and all FCMAT management letters are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a management letter once fieldwork has been completed, and the district shall not request that it do so.

**8. INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

**9. INSURANCE**

During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. FCMAT shall provide certificates of insurance, with Oak Park Unified School District named as additional insured, indicating applicable insurance coverages upon request prior to the commencement of on-site work.

**10. HOLD HARMLESS**


FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

**11. CONTACT PERSON**

Name: Adam Rauch  
Telephone: (805) 750-0466  
E-Mail: [arauch@opusd.org](mailto:arauch@opusd.org)

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Adam Rauch Date  
Assistant Superintendent, Business Services  
Oak Park School District

 November 4, 2019  
\_\_\_\_\_  
Michael H. Fine Date  
Chief Executive Officer  
Fiscal Crisis and Management Assistance Team

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.e. APPROVE APPOINTMENTS TO THE OAK PARK CITIZENS' OVERSIGHT COMMITTEE FOR THE 2019-2021 TERM**

ACTION

**ISSUE:** Shall the Board approve membership appointments to the Oak Park Citizens' Oversight Committee for the 2019-2021 Term?

**BACKGROUND:** At its meeting on May 15, 2019, the Board of Education approved the reappointment of Grant Meikle, Bing Xu Liu to serve as OPCOC members for a third and final term from 07/01/19 to 06/30/21 and authorized the recruitment process to fill the three vacancies on the 12-member OPCOC. Three applications have been received and reviewed. At this evening's meeting, it is requested that the Board appoint the three candidates who have submitted their application to serve a two-year term (11/19/19-11/18/21) as members of the OPCOC.

**FISCAL IMPACT:** No immediate fiscal impact.

**ALTERNATIVES:**

1. Appoint Soyon Hardy, Brett Oberst, and Eric Tescher to fill vacant seats on the Oak Park Citizens' Oversight Committee.
2. Do not appoint the above candidates and re-advertise for all vacancies.

**RECOMMENDATION:** Alternative No. 1

Prepared by: 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.f. APPROVE NEW STIPEND FOR MEASURE S ACCOUNT-ABILITY PROGRAM**

ACTION

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**ISSUE:** Shall the Board Approve a New Stipend for Measure S Account-Ability Program?

**BACKGROUND:** At the August 15, 2017 board meeting, the board approved the purchase of the construction management software, Account-Ability, to assist in the maintenance and tracking of contract and construction documents, as well as essential cost and financial information. Since then the Construction Management department has utilized this program daily.

This past September, Leon Cavallo, of Balfour Beatty resigned, leaving OPUSD without an everyday Measure S project manager. Since then, Balfour Betty has reduced their scope of direct support to the District. This would include the day-to-day interfacing with Account-Ability which included journal entries, invoice entry and tracking, budget creation for projects, budget transactions, budget reconciliation, and budget reports.

In the absence of an onsite construction manager, the department secretary of bond programs, who worked alongside Leon, while outside of her job description and class, has successfully assumed these responsibilities. As a way to compensate the additional responsibility, it is recommended that the board approve a stipend for the day-to-day management of the Account-Ability Program for the Measure S Bond Program.

**FISCAL IMPACT:** The cost of the proposed stipend is in the amount of \$6,500 and would be funded by Measure S.

**ALTERNATIVES:**

1. Approve the proposed stipend in the amount of \$6,500.
2. Do not approve the stipend.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, Assistant Superintendent, Business Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent



**BOARD MEETING, NOVEMBER 19, 2019**

**Approve a New Stipend for Measure S Account-Ability Program**

**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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.2.g. AUTHORIZE MEASURE S PROJECT 19-26S, RENOVATE BUILDING EXTERIORS AT OAK VIEW HIGH SCHOOL AND DELEGATE AUTHORITY TO THE SUPERINTENDENT TO AWARD RELATED CONTRACTS**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 19-26S, Renovate Building Exteriors at Oak View High School, and delegate the award of the related construction contracts to the Superintendent, to be funded from the Measure S bond fund?

**BACKGROUND:** Included in the Measure S Priority Project Plan approved by the Board at its October 15, 2019 meeting, is Project 19-26S, Renovate Building Exteriors at Oak View High School. The exterior siding of Oak View High School is failing and requires replacement. Instead of removing and replacing the wood like for like, we are opting for a sturdier material (hardie board) to secure the outside of the buildings. The scope of this project would require obtaining informal bids. Bids are expected to be received the first week of December. Staff would execute construction contracts as soon as possible so the project can be completed during the two-week Winter Break from December 21, 2019 through January 6, 2020 prior to the school resuming January 7, 2020. The contractor who is awarded the work will benefit from having advanced notification to schedule the project during the Winter Break. As time is of the essence, and the Board's next meeting is on December 17, 2019, 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 19-26S, Renovate Building Exteriors at Oak View High School; 2) the contracts will be awarded in strict conformance with the requirements of Public Contract Code and all other applicable law; 3) proposed contracts will be reviewed by the Superintendent and staff, considering price, quality, value, and needs of the District; 4) 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 included in the Measure S Master Plan approved by the Board on October 15, 2019. Staff is recommending the project budget be established as not-to-exceed \$175,000.

**ALTERNATIVES:**

1. Authorize Measure S Project 19-26S, Renovate Building Exteriors at Oak View High School, establish a budget not-to-exceed \$175,000, and authorize limited authority to the Superintendent to award contracts for this project as specified above.
2. Do not authorize and award a construction contract for this project.

**RECOMMENDATION:** Alternative No. 1

**BOARD MEETING, NOVEMBER 19, 2019**  
**Authorize Measure S Project 19-26s, Renovate Building Exteriors**  
**at Oak View High School and Delegate Authority to the Superintendent**  
**to Award Related Contracts**  
**Page 2**

Prepared by: Brendan Callahan, Director Bond Programs, Sustainability, Maintenance & Operations  
Adam Rauch, Assistant Superintendent, Business & 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.h. AUTHORIZE AND APPROVE AWARD OF CONTRACT FOR MEASURE S PROJECT 19-27S, REPAIR WOOD COLUMNS AT OAK PARK HIGH SCHOOL**

**ACTION**

**ISSUE:** Shall the Board authorize and approve award of contract for Measure S Project 19-27S, Repair Wood Columns at Oak Park High School to be funded from the Measure S bond fund?

**BACKGROUND:** The wood columns in the scope of this project are located around the campus on nearly every building of Oak Park High School. Some of these wood columns have never been repaired over the years and are in need of immediate attention. The process to repair the columns involves filling all cracks and openings with epoxy and priming and painting the entire column. While the vendor is on campus addressing the columns which require major repairs, they will also fill minor cracks and prime and paint the remaining columns.

The Board is respectfully requested to authorize and approve award of contract to Edgar Garza Construction for the amount of \$19,655 as the lowest responsive and responsible bidder for Measure S Project 19-27S, Repair Wood Columns at Oak Park High School. The other proposal from Spectra Historic Construction was for a significantly higher amount of \$52,686 for the same scope of project.

**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 the Measure S Project 19-27S, Repair Wood Columns and award contract to Edgar Garza Construction for \$19,655 to be funded from the Measure S bond fund.
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 & Administrative Services

Respectfully submitted,

---

Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**

**Authorize and approve award of contract for Measure S Project  
19-27S, Repair Wood Columns at Oak Park High School to be funded  
from the Measure S bond fund**

**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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# Proposal

Estimate no.1875

Date: 11/4/2019

This proposed agreement is between: Oak Park High School Painting of Posts

**Oak Park High school**  
899 Kanan Road  
Oak Park CA 91377

**Edgar Garza Construction**  
P.O. Box 993  
Glendora CA 91740  
T. 626-334-2640  
C.626 664-1810

[edgargarzaconstruction@gmail.com](mailto:edgargarzaconstruction@gmail.com)  
Framing Contractors Lic:937186

Painting of 40 post 12 posts in bad condition with major splitting and 28 in moderate condition with minor opening. We will fill in with an elastomeric filler and sand to a smooth finish where the cracks and moderate openings are Located. We will spray on one coat of primer where needed and 2 coats of paint, Dunn Edwards on entire posts We will also replace one side of fascia for trelliss area 3x4 and paint. Note that new fascia will not match 100% and we will order lumber to be rough face to match as best as possible.

Painting And Fascia Total \$19,665.00

All work to be performed during normal business hours.  
All work to be prevailing wage.  
No bond included.

Anything not listed is not included.

**1.1 PLANS, SPECIFICATIONS AND PERMITS** The project will be constructed according to plans and specifications which have been examined by the owner and which have been or may be signed by the parties hereto. To the extent there is any conflict between the plans and specifications, the plans prevail. This estimate does not include cost of permits, plans, drawings, surveys, engineering, inspections.

**1.2 UTILITIES** All utilities are to be paid by the homeowner during the construction period.

**1.3 SURPLUS, REMOVED AND DEMOLISHED MATERIAL** This estimate and proposal is based on a complete job and any surplus, removed or demolished material, overage of unused material and/or fixture shall become the property of Edgar Garza Construction, unless otherwise noted prior to the commencement of work.

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_

**1.4 PERSONAL ITEMS** Edgar Garza Construction. accepts no responsibility whatsoever for the moving or removing of any furniture and accessories. This is solely the responsibility of owner.

**1.5 PAYMENT** Buyer shall pay contractor the cash price, which covers the price of materials and installation as shown on this proposal. Buyer understands that it is her/his responsibility to stay within the determined dates on the payment schedule. Funds must be delivered to the contractor on or prior to the dates indicated. By signing the acceptance page at the end of the contract, buyer accepts all payments scheduled per contract.

**1.6 UNAUTHORIZED ADDITIONAL WORK REQUESTS** The owner agrees not to approach subcontractors or employees directly for additional work or changes in the scope of work. If done, it is agreed that Edgar Garza Construction may back charge the owner what it feels is an appropriate charge for the additional unauthorized work that has been requested. No signed change order will be necessary.

**1.7 CHANGES IN WORK** Should owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

**1.8 Modification** or addition to the work shall be executed when an Additional Work Authorization has been signed by both the owner and contractor. However, in the event that the building department or other governing body requires a change or modification the contractor may make that change prior to receiving written authorization and thereafter negotiate the effect of that change with the owner. The change in the contract price caused by such Additional Work Authorization shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, contractor's actual cost of labor, equipment, subcontracts, and materials, plus a contractor's fee of 20% shall be the change in contract price. The change order may also increase the time within which the contract is to be completed.

1.9 Contractor shall promptly notify the owner of: (a) latent physical conditions at the site differing in material from those indicated in this contract or (b) physical conditions differing in material from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by owner as added work.

**1.10 VERBAL AGREEMENTS AND CHANGES IN PROPOSALS** Buyer understands that there are no verbal agreements. Everything that the buyer expects contractor to do has been included in writing in this proposal. Nothing can be changed in this proposal except in writing on a separate proposal form or change order which clearly sets forth the scope of work encompassed by the order, the price to be charged for the changes and is signed by the buyer and contractor. An extra work order (or change order) shall be incorporated in, and become a part of this agreement.

**1.11 ACCESS** Owner shall grant free access to work areas for workmen and work vehicles, and shall allow areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement, working and parking of delivery trucks during normal working hours. Edgar Garza Construction shall not be expected to keep gates closed for animals or children. Edgar Garza Construction shall not be held responsible for damage done to driveways, walks, lawns, shrubs or other vegetation by movement of trucks, men, equipment, materials, debris, etc.

**1.12 DELAYS** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays if the delay is caused by acts of God, acts of the buyer, acts of the buyer's agent, inclement weather, strikes, lockouts, boycotts, acts of public utilities, public bodies or inspectors,

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_

acts of neglect or omission of owner or owners employees or agent, extra work or contingencies unforeseen by contractor and beyond the reasonable control of the contractor. Failure of owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contractors, or holidays, or other causes beyond contractor's reasonable control. If an estimated time of completion is provided, it is only an estimate and is not a material term of this agreement.

**1.13 TAXES AND ASSESSMENTS** Taxes, assessments, permit fees of all descriptions will be paid for by owner.

**1.14 INSURANCE** Contractor shall carry Workers Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his/her own employees and persons under Owner's direction and person on the job site at Owner's invitation.

Owner shall procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance will name the Contractor and its Subcontractors as their interests may appear. Should owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

**1.15 RIGHT TO STOP WORK** Contractor shall have the right to stop work if any payment is not made when due to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the date due is a material breach of this Agreement and will entitle Contractor to cease any further work.

**1.16 CLEAN UP** Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition.

**1.17 UNFORSEEN CONDITIONS** All hidden, concealed or unforeseeable conditions, including code violations, that must be repaired, corrected, replaced or overcome, shall result in a change order to the work. Contractor is not responsible for corrections or repairs of existing defects, hidden damage, dry rot, termite damage, code violations or hazardous material encapsulation and/or removal.

**1.18 ABESTOS, LEAD, MOLD, AND OTHER HAZARDOUS MATERIALS** Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or



hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.

**1.19 INDUSTRY STANDARDS** Industry standards will be based on the quality of the existing house or building. If no similar materials can be found in the house, industry standard will be based on the immediate neighborhood.

**1.20 WARRANTY** Edgar Garza Construction hereby warrants all materials and labor involved in this project for a period of one (1) year from the completion date.

**1.21 MEDIATION** Buyer and contractor agree to mediate any dispute or claim between them out of this agreement, or any resulting transaction, **before resorting to arbitration. Mediation fees, if any, shall be equally divided among parties involved**

**1.22 ARBITRATION OF DISPUTES:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, NOT RESOLVED IN MEDIATION SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR A MUTUALLY AGREED ALTERNATIVE, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURSDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT OF RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT.

IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED, THEN THE MATTER IS TO BE SUBMITTED TO BINDING ARBITRATION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY A JURY TRIAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

I AGREE TO ARBITRATION. \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER'S INITIALS

I AGREE TO ARBITRATION. \_\_\_\_\_ DATE \_\_\_\_\_  
CONTRACTOR'S INITIALS

**ENTIRE AGREEMENT** This agreement shall constitute the entire agreement between the parties, which entire agreement and specifications shall not be altered or modified except by written agreement between the parties hereto.

### Terms and Conditions

**ENTIRE AGREEMENT** This agreement shall constitute the entire agreement between the parties, which entire agreement and specifications shall not be altered or modified except by written agreement between the parties hereto.

Respectfully submitted,

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_  
Edgar Garza, General Contractor  
LIC#. 937186

By signing this proposal, you are agreeing to the terms and conditions pages stated in above contract and acknowledging that you are also in receipt of the Notice to Owner document and three day right to cancel provided.

### ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, all work to be performed and conform to city code and per plans provided to Edgar Garza Construction (included within this firm price quotation) for which the undersigned agrees to pay the amount stated in the said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only on submission and acceptance of a written change order. This contract/proposal will be void if not accepted within 15 days from above date.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT INITIALS: \_\_\_\_\_

CONTRACTOR INITIALS: \_\_\_\_\_



## PROPOSAL / CONTRACT

**Attention: Brendan Callahan**

**Project Name: Oak Park High School**

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

899 Kanan Road  
Oak Park, CA 91377

Work: (818) 355-7176  
Mobile:  
E-Mail: bcallahan@opusd.org

**Project # 108044**

**Date: 01/07/19**

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1/7/2019

## Scope of Work

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### GENERAL QUALIFICATIONS

#### QUALITY ASSURANCE

Work will comply with local, state, and federal governing agencies and the specifications procedures outlined by the architect, structural engineer, and/or material supplier to ensure restoration is performed in compliance with established guidelines.

#### GENERAL INCLUSIONS

1. Maintain digital photo documentation for archival purposes.
2. Provide product submittals/samples.
3. AM Best Rated – Liability/Bonding/Workers Compensation Insurance.
4. Product specifications and material safety data sheets (MSDS).
5. Coordination with other trades.
6. Statement of Qualification - (see attached).
7. Proposal based on prevailing wage rates, one move-in and work to be performed during normal daytime hours, Monday thru Friday.
8. Assist in the "Design Build" process between the owner and the prime contractors to assist in value engineering the project to while maintaining established standards and guidelines.

#### GENERAL EXCLUSIONS

**P R E S E R V E ❖ P R O T E C T ❖ R E S T O R E**

1/7/2019

Permits, fees, design, engineering, power, water, deputy inspections, dust control, traffic control, parking expenses, additional move-ins, window cleaning and any unforeseen conditions.

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## 1. EXTERIOR - ARCHITECTURAL WOODWORK RESTORATION

### AREAS/SURFACES

Restoration of the exterior of fifteen (15) round wood columns to specifically include:

- A. C4 - two (2) columns- consolidate, patch, and paint
- B. Gym (east) - one (1) column (termite damage) - consolidate, patch, and paint
- C. Gym (mechanical rm) - one (1) column (cracks) - consolidate, patch, and paint
- D. Admin - eight (8) columns (minor repair) - consolidate, patch, and paint
- E. Behind Admin - one (1) column (large cracks) - thru bolt crack, consolidate, patch, and paint
- F. F2 - two (2) columns (minor repair) - consolidate, patch, and paint

### RESTORATION TREATMENT PROCEDURES - AS REQUIRED

- 1. Prepare for restoration protecting adjacent surfaces.
- 2. Provide one (1) sample mock-up for approval.
- 3. Prepare cracks by remove dirt and debris.
- 4. Using compressed air blow out cracks prior to injection.
- 5. Consolidate damaged, deteriorated, and dry rotted wood with Abatron Liquid Wood.
- 6. Mechanically fasten 5/8" galvanized cup head bolts through crack locations at specified columns at no greater than 3' on center. Head of bolts to be countersunk at a minimum of 1/2" from the surface.

1/7/2019

7. Patch counter sunk bolt heads and seams of cracks(leaving injection ports) with Abatron Wood Epoxy two part structural adhesive putty. Patches will be matching the original texture and profile as close as possible.
8. Inject cracks with Simpson Strong-Tie epoxy.
9. Patch injection ports with Abatron Wood Epoxy.
10. Patch damaged woodwork and cracks with Abatron Wood Epoxy two part structural adhesive putty. Patches will be matching the original texture and profile as close as possible.
11. Prime and paint posts.

**Sub Total - \$15,278.29**

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**2. EXTERIOR - ARCHITECTURAL WOODWORK RESTORATION (ADDITIONAL COLUMNS)**

AREAS/SURFACES

Restoration of severely damaged columns at the building C Quad to specifically include:

- A. Seven full posts
- B. One (1) 1/2 post
- C. One (1) 3/4 post

RESTORATION TREATMENT PROCEDURES - AS REQUIRED

1. Prepare for restoration protecting adjacent surfaces.
2. Provide one (1) sample mock-up for approval.
3. Consolidate damaged, deteriorated, and dry rotted wood with Abatron Liquid Wood.

**P R E S E R V E ❖ P R O T E C T ❖ R E S T O R E**

1/7/2019

4. Mechanically fasten 5/8" galvanized cup head bolts through crack locations at no greater than 3' on center. Head of bolts to be countersunk at a minimum of 1/2" from the surface. Bolt heads and nuts to have standard cut galvanized washers.
5. Patch counter sunk bolt heads and seams of cracks(leaving injection ports) with Abatron Wood Epox two part structural adhesive putty. Patches will be matching the original texture and profile as close as possible.
6. Inject cracks with Simpsons Strong-Tie epoxy.
7. Patch injection ports with Abatron Wood Epox.
8. Patch damaged woodwork and cracks with Abatron Wood Epox two part structural adhesive putty. Patches will be matching the original texture and profile as close as possible.
9. Prime and paint posts.

**Sub Total - \$26,645.00**

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### **3. FASCIA & RAFTER TAIL RESTORATION**

#### AREAS/SURFACES

Restoration of the exterior architectural woodwork to specifically include:

- A. F2 - four (4) large ornamental rafter tails (large losses) - consolidate, patch, and paint
- B. F4 Locker Structure - roof fascia (cracks and losses) - consolidate, patch, and paint

#### RESTORATION TREATMENT PROCEDURES - AS REQUIRED

1. Prepare for restoration protecting adjacent surfaces.
2. Provide one (1) sample mock-up for approval.

1/7/2019

- 3. Prepare cracks by remove dirt and debris.
- 4. Using compressed air blow out cracks prior to injection.
- 5. Consolidate damaged, deteriorated, and dry rotted wood with Abatron Liquid Wood.
- 6. Patch damaged woodwork and cracks with Abatron Wood Epox two part structural adhesive putty. Patches will be matching the original texture and profile as close as possible.
- 7. Prime and paint woodwork.

**Sub Total - \$10,763.03**

**SUMMARY OF ESTIMATES**

**GENERAL QUALIFICATIONS .....**

<b>1. EXTERIOR - ARCHITECTURAL WOODWORK RESTORATION.....</b>	<b>\$15,278.29</b>
<b>2. EXTERIOR - ARCHITECTURAL WOODWORK RESTORATION (ADDITIONAL COLUMNS).....</b>	<b>\$26,645.00</b>
<b>3. FASCIA &amp; RAFTER TAIL RESTORATION .....</b>	<b>\$10,763.03</b>

**Grand Total - \$52,686.32**

**CONDITIONS**

**Payment Terms:** 10% of total dollar volume accepted due upon receipt for commencement prior to scheduling. Progress billings to be billed monthly until project completion and due net 30 days from date of invoice.  
 We propose to furnish material, equipment, supplies, labor and tax, complete in accordance with the above specifications.



1/7/2019

Continued Grand Total - \$52,686.32

*This proposal may be withdrawn if not accepted within 90 days.*

Respectfully submitted by: Reuben Lombardo - Senior Preservation Estimator

Mobile: 310-614-5592

Work: 909-599-0760 x115

E-mail: rlombardo@spectracompany.com

Authorized by: Ray Adamyk - President



Acceptance Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.i. AUTHORIZE AND APPROVE AWARD OF CONTRACT FOR MEASURE S PROJECT 19-28S, EXTEND SHARED WALL IN ROOM 216 AT BROOKSIDE ELEMENTARY SCHOOL**

**ACTION**

**ISSUE:** Shall the Board authorize and approve award of contract for Measure S Project 19-28S, Extend Shared Wall in Room 216 at Brookside Elementary School to be funded from the Measure S bond fund?

**BACKGROUND:** Staff is proposing extending the shared wall in Room 216 at Brookside Elementary School to create another office location for a counselor. The space that would become the counselors office as part of this project is not currently being utilized for instruction.

The Board is respectfully requested to authorize and approve award of contract to Omega Construction for the amount of \$11,200 as the lowest responsive and responsible bidder for Measure S Project 19-28S, Extend Shared Wall in Room 216 at Brookside Elementary School. The other proposal from Interstate Restoration was for a slightly higher amount of \$11,593 for the same scope of project.

**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 the Measure S Project 19-28S, Extend Shared Wall in Room 216 at Brookside Elementary School and award contract to Omega Construction for \$11,200 to be funded from the Measure S bond fund.
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 & Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**

**Authorize and approve award of contract for Measure S Project  
19-28S, Extend Shared Wall in Room 216 at Brookside Elementary  
School to be funded from the Measure S bond fund  
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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

GENERAL BUILDING AND PAINTING CONTRACTORS  
P.O. BOX 7038 NORTHRIDGE CA 91327  
CSLB B C33 464910 DIR 1000001443  
ph. (818) 364-9421 fax (818) 364-9422

**Date :** September 27, 2019

**Proposal #** 19-9273

**Brendan Callahan**

Director of Sustainability, Maintenance, and Operations  
Oak Park Unified School District  
(818) 355-7176

**Project Location: Brookside ES Rm. 216 Wall Extension**

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in a good workmanlike manner the following:

**I. Scope of Work**

- Build new 3.5" steel framed wall per typical steel framing details.
- New wall will terminate at existing t-bar ceiling height.
- Frame in one (1) new 36" door opening.
- Supply and install new 5/8" drywall on both sides of wall.
- Tape and mud new drywall to match existing texture.
- Supply and install new door, frame and hardware for new door.
- Prime and Paint new wall to match existing color scheme.
- Modify HVAC to add a supply to new office.

**All the above work to be completed for the sum of Eleven Thousand Two Hundred Dollars.**

**{ \$11,200.00 }**

**The above Proposal is based on the following Terms and Conditions:**

1. Architectural drawings of any kind are not included in this Proposal for the purpose of obtaining Building Permits or any reason. If Building and Safety requires drawings, a separate Proposal will be presented to the City for Acceptance.
2. If unforeseen conditions are discovered during the course of construction, These conditions will be presented to the Owner and any additional work required will be extra. A proposal will be provided by Omega Construction detailing extra work to be approved by the Owner. No extra work will be performed without written approval of Owner.
3. All work will be performed during normal business hours. Monday - Friday 7am to 4pm.

**Respectfully Submitted,**

**Acceptance:**

**Parasko Saroukos,  
Vice President, Omega Construction Co Inc.**

**By:  
Date:**

1830 Lockwood St., Ste. 107  
Oxnard, CA 93036  
Ph. (805) 988-1040  
Fax (805) 988-8887  
Lic # I036759

Client: Oak Park Unified School District - BES  
Property: 165 Satinwood Ave  
Oak Park, CA 91377  
Billing: 607 E. Ventura St  
Santa Paula, CA 93060

Operator: CHRIS

Estimator: Blake Schoemann  
Position: Senior Project Director  
Company: Interstate Restoration  
Business: 1830 Lockwood St. suite 107  
Oxnard , CA 93036

Business: (805) 988-1040  
E-mail: Bschoemann@interstaterestoration.com

Type of Estimate: Other  
Date Entered: 11/29/2018                      Date Assigned:

Price List: CAVE8X\_AUG19\_PW  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: BES-216

Interstate Restoration would like to thank you for the opportunity to provide you with this estimate for restoration of your damages. Attached you will find a line item breakdown of all components necessary to complete your project in the manner consistent with industry standards. Should you have any concerns or questions please feel free to contact us at any time.

**Exclusions:**

Engineering, architectural and/or design costs.  
Repair or changes for hidden damage or conditions not known at the time of this proposal.  
Building Department permit fees or taxes. Interstate will obtain permits at cost plus administrative labor charge of \$65.00 per hour when these are required.  
Dry or wet rot and termite damage unless addressed in the estimate.  
Landscaping work that may be incidental to the scope of work unless spelled out in our proposal.  
Payment &/or performance bonds.  
Inclement weather protection unless included in the estimate or proposal.



1830 Lockwood St., Ste. 107  
 Oxnard, CA 93036  
 Ph. (805) 988-1040  
 Fax (805) 988-8887  
 Lic # I036759

**BES-216**

**216**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>*** Wall Construction ***</b>						
Please note wall is to be built up to existing ceiling to avoid separating the tbar ceiling grid						
1. Carpenter - General Frammer - per hour	16.00 HR	0.00	123.25	0.00	394.40	2,366.40
2. Interior door unit - Heavy duty	1.00 EA	0.00	1,206.87	18.72	245.12	1,470.71
3. Drywall - General Laborer - per hour	16.00 HR	0.00	96.93	0.00	310.18	1,861.06
4. Drywall Installer / Finisher - per hour	16.00 HR	0.00	164.88	0.00	527.62	3,165.70
5. Painter - per hour	8.00 HR	0.00	93.04	0.00	148.86	893.18
6. Material Only 5/8" drywall - hung, taped, floated, ready for paint	400.00 SF	0.00	0.56	18.48	48.50	290.98
7. Paint the surface area - two coats	1.00 5G	0.00	400.00	0.02	80.00	480.02
8. 2" x 4" x 10' #2 & better Fir / Larch (material only)	25.00 EA	0.00	5.00	10.31	27.06	162.37
9. Cove base molding - rubber or vinyl, 4" high	32.00 LF	0.00	2.12	3.09	14.18	85.11
10. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	0.00	680.00	0.00	136.00	816.00
<b>Totals: 216</b>				<b>50.62</b>	<b>1,931.92</b>	<b>11,591.53</b>
<b>Line Item Totals: BES-216</b>				<b>50.62</b>	<b>1,931.92</b>	<b>11,591.53</b>

Additional Charges	Charge
California Lumber Assessment Fee	1.25
<b>Additional Charges Total</b>	<b>\$1.25</b>



## Interstate Restoration

---

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Fax (805) 988-8887  
Lic # I036759

### Summary

Line Item Total	9,608.99
California Lumber Assessment Fee	1.25
Material Sales Tax	50.62
	<hr/>
Subtotal	9,660.86
Overhead	966.09
Profit	966.09
	<hr/>
<b>Replacement Cost Value</b>	<b>\$11,593.04</b>
<b>Net Claim</b>	<b>\$11,593.04</b>
	<hr/> <hr/>

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Blake Schoemann  
Senior Project Director



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**Recap of Taxes, Overhead and Profit**

	<b>Overhead (10%)</b>	<b>Profit (10%)</b>	<b>Material Sales Tax (8.25%)</b>	<b>Storage Rental Tax (8.25%)</b>
<b>Line Items</b>	965.96	965.96	50.62	0.00
<b>Additional Charges</b>	0.13	0.13	0.00	0.00
<b>Total</b>	<b>966.09</b>	<b>966.09</b>	<b>50.62</b>	<b>0.00</b>





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**Recap by Room**

<b>Estimate: BES-216</b>		
<b>216</b>	<b>9,608.99</b>	<b>100.00%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>9,608.99</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>9,608.99</b>	<b>100.00%</b>

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### Recap by Category

O&P Items	Total	%
<b>DOORS</b>	<b>1,206.87</b>	<b>10.41%</b>
<b>DRYWALL</b>	<b>4,412.96</b>	<b>38.07%</b>
<b>FLOOR COVERING - VINYL</b>	<b>67.84</b>	<b>0.59%</b>
<b>FRAMING &amp; ROUGH CARPENTRY</b>	<b>2,097.00</b>	<b>18.09%</b>
<b>HEAT, VENT &amp; AIR CONDITIONING</b>	<b>680.00</b>	<b>5.87%</b>
<b>LABOR ONLY</b>	<b>744.32</b>	<b>6.42%</b>
<b>PAINTING</b>	<b>400.00</b>	<b>3.45%</b>
<b>O&amp;P Items Subtotal</b>	<b>9,608.99</b>	<b>82.89%</b>
<b>Permits and Fees</b>	<b>1.25</b>	<b>0.01%</b>
<b>Material Sales Tax</b>	<b>50.62</b>	<b>0.44%</b>
<b>Overhead</b>	<b>966.09</b>	<b>8.33%</b>
<b>Profit</b>	<b>966.09</b>	<b>8.33%</b>
<b>Total</b>	<b>11,593.04</b>	<b>100.00%</b>

Payment as follows:

1/3 due upon mobilization, 1/3 after 50% completion, balance with change orders due upon completion

Toxic or hazardous materials: Interstate Restoration assumes no obligation to mitigate, remove, destroy or otherwise remedy (abate) any toxic or hazardous material which, during the course of construction, may be found to be present on this project.

Lead Containing Materials: If the subject property was built on or before January 1st 1978, Interstate Restoration can not start the project without a Certified Lead Inspection as stipulated in the new Federal RRP Lead Standard. This proposal and contract has assumed the non-existence of lead in the subject building materials. Should lead be discovered, the associated costs of the mandated lead RRP Standards are not included in this proposal. An additional submittal will be submitted by Interstate Restoration for approval in order to comply with the Federal RRP Standard.

Unless specifically noted to the contrary, the following Noted apply to the Scope of Work/Estimated (Estimate) and FORM A PART OF AND INCLUDED IN YOUR CONTRACT WITH INTERSTATE:

1. This Estimate is the Confidential and Proprietary Property of Interstate. The information contained herein may only be utilized by the person to whom Interstate presented this Estimate. The estimate and information in the estimate may not be used by any other person or entity without the express written consent of Interstate, which may be withheld for any reason.
2. More than one Estimate may be prepared at differing points in time and for differing purposes. Only the final, latest in time Estimate is the applicable Estimate. This Final Estimate is the one that is referenced in your contract and defines the Scope Work to be performed by Interstate on this particular project. In the event of a discrepancy between the final Estimate and correspondence or any other Contract document, including plans and specifications, the Estimate shall control.
3. The information contained in this Estimate is compiled from many sources including physical inspection and information provided by your insurance Carrier where applicable. The inclusion and exclusion of items to be performed on your Project was ultimately determined by your insurance Carrier. If you believe or later determine that some other work should be included in the Estimate which has not been included, you understand and agree that the issue is between yourself and your Insurance Carrier.
4. All items presented for consideration in this scope are based solely on our experience as contractors/consultants. Interstate reserves the right to amend the Estimate pending review of all or part of this Estimate by independent architects, engineers, other design professionals and/or consults. The cost of any independent review is not included in this scope.
5. All documents generated by Interstate remain the sole property if Interstate and any unauthorized use or distribution shall be at

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the recipient's sole risk and without any liability to Interstate.

6. Cost of work or supervision/management to obtain any permit, coordinate any inspection or to meet any applicable code and/or regulatory requirement may not be included in this scope.
7. Included tax, if any, is subject to final review and adjustment at the time of billing meet the appropriate rate(s).
8. This Estimate may contain items for which an allowance has been provided. An allowance is used in a situation where the actual amount has not been determined. The actual amount to perform the identified task may be more or less depending upon circumstances that have not been identified at the time the allowance item is utilized. Neither the Owner nor anyone else utilizing this Estimate may rely upon the number utilized in the allowance. Interstate expressly disclaims any responsibility, therefore, with regard to allowances.
9. Unless indicated otherwise, all labor is based upon unfettered access to the Project and regular labor rates. **NO OVERTIME IS INCLUDED.** If special labor rates are required, such as prevailing wages, there may be additional costs. This estimate does not include delays during weather, strikes, unavailability of materials, governmental entities or like circumstances.
10. No work shall be added or deleted outside the estimate being performed without an agreement in writing from both parties.

**COMPLETION AND FINAL PAYMENT:** The final payment is to be made upon receipt of the 100% completion invoice. The 100% complete invoice indicates Interstate Restoration has completed all the scope of work items noted in the main body of the contract. If minor work items remain to be completed at that time, then a checklist is to be made on the completion letter and a commensurate amount of money withheld from the final payment. Payment for those items shall then be made when the items on the checklist, if any, are complete. The Completion Letter, attached to the contract, shall be signed and returned to Interstate within fifteen (15) days of the date of the 100% complete invoice. If final payment is not made within fifteen (15) days of the date of the 100% complete invoice, financing charges will accrue at the rate of 1.5% per month (18% APR). If either party commence legal action to enforce it's rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover it's reasonable attorney's fee's and costs of litigation relating to said legal action, as determined by the court of competent jurisdiction.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**Rebuild Notice of Three-Day Right to Cancel  
(Notice of Cancellation)**

Date of Transaction

\_\_\_\_\_

**You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice.**

**Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancelation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received**



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it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk.

If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice, or any other written notice, or send a fax to: Interstate Restoration 1830 Lockwood Street #107 Oxnard, CA. 93036 Fax: 805-988-8887 not later than midnight of \_\_\_/\_\_\_/\_\_\_ .

**DO NOT SIGN THIS DOCUMENT UNLESS YOU WANT TO CANCEL YOUR CONTRACT**

I hereby cancel this transaction \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Signature of Buyer

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.j. AUTHORIZE AND APPROVE AWARD OF CONTRACT FOR MEASURE S PROJECT 19-29S, EXTEND WALL BETWEEN CONFERENCE ROOM AND COPY ROOM AT OAK HILLS ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board authorize and approve award of contract for Measure S Project 19-29S, extend wall between conference room and copy room at Oak Hills Elementary School to be funded from the Measure S bond fund?

**BACKGROUND:** Staff is recommending extending the wall between the conference room and copy room at Oak Hills Elementary School to enable parent volunteers to work in the copy room and for staff to hold meetings in the conference room simultaneously. Due to the sensitive nature of some topics discussed during staff meetings, it is ideal to privacy for the conference room.

The Board is respectfully requested to authorize and approve award of contract to Interstate Restoration for the amount of \$11,732.03 as the lowest responsive and responsible bidder for Measure S Project 19-29S, Extend wall between conference room and copy room at Oak Hills Elementary School. The other proposal from Omega Construction Company, Inc was for a higher amount of \$14,600 for the same scope of project.

**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 the Measure S Project 19-2S, Extend Wall Between Conference Room and Copy Room at Oak Hills Elementary School and award contract to Interstate Restoration for \$11,732.03 to be funded from the Measure S bond fund.
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 & Administrative Services

Respectfully submitted,

---

Anthony W. Knight, Ed.D.  
Superintendent

**BOARD MEETING, NOVEMBER 19, 2019**  
**Measure S Project 19-2S, Extend Wall Between Conference Room**  
**and Copy Room at Oak Hills 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

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Client: Oak Hills Elementary  
Property: 1010 Kanan Rd  
Oak Park, CA 91377

Operator: BLAKE

Estimator: Blake Schoemann  
Position: Senior Project Director  
Company: Interstate Restoration  
Business: 1830 Lockwood St. suite 107  
Oxnard , CA 93036

Business: (805) 988-1040  
E-mail: Bschoemann@interstaterestoration.com

Type of Estimate: Repair Work  
Date Entered: 11/4/2019                      Date Assigned:

Price List: CAVE8X\_AUG19\_PW  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: OAKHILLSCOPYROOM

Interstate Restoration would like to thank you for the opportunity to provide you with this estimate for restoration of your damages. Attached you will find a line item breakdown of all components necessary to complete your project in the manner consistent with industry standards. Should you have any concerns or questions please feel free to contact us at any time.

**Exclusions:**

Engineering, architectural and/or design costs.  
Repair or changes for hidden damage or conditions not known at the time of this proposal.  
Building Department permit fees or taxes. Interstate will obtain permits at cost plus administrative labor charge of \$65.00 per hour when these are required.  
Dry or wet rot and termite damage unless addressed in the estimate.  
Landscaping work that may be incidental to the scope of work unless spelled out in our proposal.  
Payment &/or performance bonds.  
Inclement weather protection unless included in the estimate or proposal.



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## OAKHILLSCOPYROOM

### Copy Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Residential Supervision / Project Management - per hour	6.00 HR	0.00	99.80	0.00	598.80
2. Administrative/supervisor labor charge	2.00 HR	0.00	51.18	0.00	102.36
3. Carpenter - General Framer - per hour	8.00 HR	0.00	87.41	0.00	699.28
4. Carpenter - per hour	16.00 HR	0.00	114.22	0.00	1,827.52
5. Drywall Installer / Finisher - per hour	16.00 HR	0.00	164.88	0.00	2,638.08
6. Electrician - per hour	16.00 HR	0.00	132.07	0.00	2,113.12
7. Painter - per hour	16.00 HR	0.00	73.66	0.00	1,178.56
8. Material Allowance	1.00 EA	0.00	2,500.00	74.31	2,574.31

**Please Note:**

Air condition modification is not included in this quote. In order to include the modification to the system our HVAC vendor will need to inspect the system and design a solution for the blocked air duct.

Totals: Copy Room				74.31	11,732.03
<b>Line Item Totals: OAKHILLSCOPYROOM</b>				<b>74.31</b>	<b>11,732.03</b>





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### Summary

Line Item Total	11,657.72
Material Sales Tax	74.31
<b>Replacement Cost Value</b>	<b>\$11,732.03</b>
<b>Net Claim</b>	<b>\$11,732.03</b>

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Blake Schoemann  
Senior Project Director



## Interstate Restoration

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### Recap of Taxes

	Material Sales Tax (7.25%)	Storage Rental Tax (7.25%)
<b>Line Items</b>	74.31	0.00
<b>Total</b>	<b>74.31</b>	<b>0.00</b>



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## Recap by Room

**Estimate: OAKHILLSCOPYROOM**  
**Copy Room**

**11,657.72 100.00%**

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**Subtotal of Areas**

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**11,657.72 100.00%**

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**Total**

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**11,657.72 100.00%**

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### Recap by Category

Items	Total	%
<b>DRYWALL</b>	<b>5,138.08</b>	<b>43.80%</b>
<b>ELECTRICAL</b>	<b>2,113.12</b>	<b>18.01%</b>
<b>FRAMING &amp; ROUGH CARPENTRY</b>	<b>2,526.80</b>	<b>21.54%</b>
<b>LABOR ONLY</b>	<b>701.16</b>	<b>5.98%</b>
<b>PAINTING</b>	<b>1,178.56</b>	<b>10.05%</b>
<b>Subtotal</b>	<b>11,657.72</b>	<b>99.37%</b>
<b>Material Sales Tax</b>	<b>74.31</b>	<b>0.63%</b>
<b>Total</b>	<b>11,732.03</b>	<b>100.00%</b>

Payment as follows:

1/3 due upon mobilization, 1/3 after 50% completion, balance with change orders due upon completion

Toxic or hazardous materials: Interstate Restoration assumes no obligation to mitigate, remove, destroy or otherwise remedy (abate) any toxic or hazardous material which, during the course of construction, may be found to be present on this project.

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5. All documents generated by Interstate remain the sole property of Interstate and any unauthorized use or distribution shall be at the recipient's sole risk and without any liability to Interstate.
6. Cost of work or supervision/management to obtain any permit, coordinate any inspection or to meet any applicable code and/or regulatory requirement may not be included in this scope.
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actual amount has not been determined. The actual amount to perform the identified task may be more or less depending upon circumstances that have not been identified at the time the allowance item is utilized. Neither the Owner nor anyone else utilizing this Estimate may rely upon the number utilized in the allowance. Interstate expressly disclaims any responsibility, therefore, with regard to allowances.

9. Unless indicated otherwise, all labor is based upon unfettered access to the Project and regular labor rates. **NO OVERTIME IS INCLUDED.** If special labor rates are required, such as prevailing wages, there may be additional costs. This estimate does not include delays during weather, strikes, unavailability of materials, governmental entities or like circumstances.

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**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**Rebuild Notice of Three-Day Right to Cancel  
(Notice of Cancellation)**

Date of Transaction

\_\_\_\_\_

**You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice.**

**Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk.**

**If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods**



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available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice, or any other written notice, or send a fax to: Interstate Restoration 1830 Lockwood Street #107 Oxnard, CA. 93036 Fax: 805-988-8887 not later than midnight of \_\_\_\_/\_\_\_\_/\_\_\_\_ .

**DO NOT SIGN THIS DOCUMENT UNLESS YOU WANT TO CANCEL YOUR CONTRACT**

I hereby cancel this transaction \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of Buyer

GENERAL BUILDING AND PAINTING CONTRACTORS

P.O. BOX 7038 NORTHRIDGE CA 91327

CSLB B C33 464910 DIR 1000001443

ph. (818) 364-9421 fax (818) 364-9422

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**Date :** June 18, 2019

**Proposal #** 19-6182

**Brendan Callahan**

Director of Sustainability, Maintenance, and Operations

Oak Park Unified School District

(818) 355-7176

**Project Location: Oak Hills Elementary Door Installation**

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in a good workmanlike manner the following:

**I. Scope of Work**

- Frame new wall as discussed at site visit to seal area between conference room and copy room.
- Frame new opening for installation of new 36" door at location discussed at site visit. ( Hallway leading to exterior of Building)
- Supply and install 5/8" drywall to all new framed areas.
- Tape and mud new drywall areas.
- Prep, Prime and Paint new drywall areas.
- Supply and install door and frame for new opening.
- Frame to be "Timely" metal frame.
- Door to be solid core paint grade.
- Supply new door hardware to match existing building standard.
- Prep, prime and Paint new door to match existing finishes in office.

**II. Exclusions**

- All electrical work is excluded from this Proposal.
- Wallpaper patching work is excluded from this Proposal.

**All the above work to be completed for the sum of Fourteen Thousand Six Hundred Dollars.**

**{ \$14,600.00 }**

**The above Proposal is based on the following Terms and Conditions:**

1. Architectural drawings of any kind are not included in this Proposal for the purpose of obtaining Building Permits or any reason. If Building and Safety requires drawings, a separate Proposal will be presented to the City for Acceptance.
2. If unforeseen conditions are discovered during the course of construction, These conditions will be presented to the Owner and any additional work required will be extra. A proposal will be provided by Omega Construction detailing extra work to be approved by the Owner. No extra work will be performed without written approval of Owner.
3. All work will be performed during normal business hours. Monday - Friday 7am to 4pm.

**Respectfully Submitted,**

**Acceptance:**

**Parasko Saroukos,  
Vice President, Omega Construction Co Inc.**

**By:  
Date:**



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.2.k. AUTHORIZE AND APPROVE AWARD OF CONTRACT FOR MEASURE S PROJECT 19-30S, EXTEND HEIGHT OF PLAYGROUND FENCE AT BROOKSIDE ELEMENTARY SCHOOL**

ACTION

**ISSUE:** Shall the Board authorize and approve award of contract for Measure S Project 19-30S, Extend Height of Playground Fence at Brookside Elementary School to be funded from the Measure S bond fund?

**BACKGROUND:** On September 19, 2019, OPUSD’s Directory of Student Support and School Safety and the Principal of Brookside Elementary School brought to the Director of Bond Programs’ attention that parents at Brookside had requested that the height of the kindergarten playground fence be increased for student safety. The solution proposed by Fence Factory raises the fence approximately 17” to a total height of approximately 6’. Fence Factory fabricated a 5’ long sample of the extension they are proposing to add to the fence. OPUSD’s Director of Bond Programs and Brookside’s Principal met with Fence Factory and agreed that the extension that was designed for the fence met the functional need of the request while also preserving the style of the current fence. A portion of the fence bordering the kindergarten playground and the street is chain-link, and that portion will also be increased in height with new chain-link to match the height of the metal fence.

The Board is respectfully requested to authorize and approve award of contract to Fence Factory for the amount of \$25,033.61 as the lowest responsible bidder for Measure S Project 19-30S, Extend Height of Playground Fence at Brookside Elementary School. This proposal is preferred due to the vendor offering a design that is visually more appealing and preferred by the school site . The other proposal from Carter Fence was for a slightly lower amount of \$24,410 for the same scope of project.

**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 the Measure S Project 19-30S, Extend Height of Playground Fence at Brookside Elementary School and award contract to Fence Factory for \$25,033.61 to be funded from the Measure S bond fund.
  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 & Administrative Services

**BOARD MEETING, NOVEMBER 19, 2019**  
**Measure S Project 19-30S, Extend Height of Playground**  
**Fence at Brookside Elementary School**  
**Page 2**

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



WEB ADDRESS:  
WWW.FENCEFACTORY.COM

**PROPOSAL & CONTRACT**

Contractors License No. 275524

**MATERIAL SALES AND CONTRACTING BRANCHES**  
**1-800-61 FENCE**

**DATE:** 10/14/2019

THROUGHOUT THE TRI-COUNTIES

X Moorpark DIVISION \*\*  
14110 Princeton Avenue  
Moorpark, CA. 93021  
Ph. (805) 497-9233  
Fax (805) 497-3479

GOLETA DIVISION  
60 S. Kellogg  
Goleta, CA 93117  
Ph. (805)965-2817  
Fax (805) 967-6328

RENTALS DIVISION  
1441 Callens Rd.  
Ventura, CA 93003  
Ph. (805) 644-4617  
Fax (805) 644-0309

VENTURA DIVISION  
1606 Los Angeles Ave.  
Saticoy, CA 93004  
Ph. (805) 485-8831  
Fax (805) 642-1374

SANTA MARIA DIVISION  
2709 Santa Maria Way  
Santa Maria, CA 93455  
Ph. (805) 928-5848  
Fax (805) 922-4826

ATASCADERO DIVISION  
2650 El Camino Real  
Atascadero, CA 93422  
Ph. (805) 462-1362  
Fax (805) 462-1367

<b>Proposal Submitted:</b> Oak Park Unified School District		<b>Address:</b> 5801 Conifer Street	
<b>City:</b> Oak Park	<b>CA</b>	<b>Zip Code:</b> 91377	<b>Phone:</b> 818-735-3200
		<b>Job Phone:</b> Brendan Callahan 818-355-7176	
<b>Job Name:</b>		<b>Job Location:</b> <a href="mailto:bcallahan@opusd.org">bcallahan@opusd.org</a>	
<b>Chain Link Fencing and Custom Panel Extensions - Brookside Elementary</b>			
1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.			
<b>Supply / Install (30) - Custom Height Extension Panels - Exact Design to Be Determined - Approx. 17"h x 8'w - Black - HD Iron Picket</b>			
<b>Includes:</b>	(30) Custom Panels - 17"h - x8'w - Iron Picket Layout - Per Drawing 3/4" to 1" Pickets - Approx. 3 1/2" On Center - Staggered Tops Tops Welded Closed 1" x 2" - Bottom Mounting Plate - 11 Gauge - Heavy Extend (2) Gate Posts for Security with Caps Panels - PreGalvanized - Powder Coated (Black) - Poly		
<b>Remove and Replace Approx. (90) LF. - Existing Galvanized Chain Link Fencing With (Black) Mesh , Posts and Top Rail - Including Fittings Needed</b>			
<b>Includes:</b>	Approx. (60) LF. x 6'h - Black - Mesh, Posts, Top Rail , Etc. Approx. (30) LF. x 5'h - Black - Mesh, Posts, Top Rail, Etc.		
<b>Supply / Install Approx. (20) LF. x 5'h - Black Chain Link Fencing and Gate at Storage Shed - Including (1) Approx. 4'w x 5'h - Single Panel Swing Gate</b>			
<b>Includes:</b>	Black - Chain Link Mesh, Posts, Top Rail and (All) Hardware Required (1) Single Panel Swing Gate with Hinges and Lockable Latch Core Drilling Concrete - If Needed		
<b>Total: Labor and Materials</b>			\$25,033.61
***** THIS IS A PREVAILING WAGE BID *****			
***** FENCE BUILDER CARPENTER CLASSIFICATION *****			
***** DIR 1000003937 *****			

1. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars ,as follows

2. This proposal is void if not accepted within: 20 DAYS

NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES.

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: Moorpark , CALIFORNIA BY: \_\_\_\_\_  
COMPANY OR OWNER

[ssalerno@fencefactory.com](mailto:ssalerno@fencefactory.com)

**DATED:**

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, P.O. BOX 26000 Sacramento, CA 95826.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

\_\_\_\_\_  
SIGNATURE

**PROPOSAL/CONTRACT**

**No 97584**

**CARTER FENCE CO. INC**



13207 SHERMAN WAY  
NORTH HOLLYWOOD, CA 91605-4649

(818) 765-0844 (818) 983-1515  
(661) 257-2002 (805) 517-1136  
Fax (818) 765-0360

Contractor's License #304464  
We Also Accept



TO: OAK PARK UNIFIED SCHOOL DISTRICT 5801 CONIFER STREET OAK PARK, CA 91377  
 PHONE: (c) 818-355-7176 EMAIL: BCALLAHAN@OPUSD.ORG ATTN: BRENDAN CALLAHAN DATE 9/30/19

256 1/2' LINEAL FEET OF FENCING, WITHOUT TOP RAIL, AS SPECIFIED HEREIN.		TO FURNISH AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:	
FENCE HEIGHT OVERALL 2' AND 5' FT.	① 5' BLACK VINYL c/L lin. ft. complete fence	style, appr. 60" in. high 9 ga. 2" mesh	BROOKSIDE ELEMENTARY 165 SATINWOOD AVENUE OAK PARK, CA 91377
INCLUDING NONE STRANDS OF BARBED WIRE	② 75' BLACK VINYL c/L lin. ft. complete fence	style, appr. 60" in. high 9 ga. 2" mesh	MAP PAGE
FRAMEWORK TO BE CHAIN LINK/ORN IRON	③ 175 1/2' HEAVY REGAL O/I lin. ft. complete fence	BLACK 24" 1 1/2" RAIL 1" PICKETS style, appr. 24" in. high ga. mesh	OFFICE USE ONLY
ORNAMENTAL IRON IS SUBJECT TO RUST. PAINT WARRANTY IS 60 DAYS.	LINE POSTS for 5' fence to be ② 2 3/8" O.D. set in	feet of concrete, spaced BLACK feet on center	③ = (EXISTING)
	LINE POSTS for 2' fence to be ③ 3" SQ O.D. set in	feet of concrete, spaced 6'-8" feet on center	• 5" O.C. PICKETS
			• 11" HIGH EXISTING WALL (H-)
			• 3" X 1 1/2" TOP/BOTTOM RAIL
			• 66" - 90" PANEL SPACING (H-)

**DIAGRAM (PER ATTACHED DIAGRAM)**

① \* INSTALL 5' OF NEW 5' HIGH BLACK VINYL 9 GAUGE 2" MESH CHAIN LINK FENCE WITH TOP RAIL AND BOTTOM TENSION WIRE PLUS (1) NEW 3' X 5' HIGH SINGLE GATE WITH A FOLK LATCH AND STANDARD HINGES AND (1) NEW 1' X 5' HIGH CHAIN LINK STIFF PANEL TO CLOSE GAP BEHIND EXISTING SHED. NEW FENCE, GATE, AND PANEL WITH BLACK POLY FRAMEWORK.

\$2,540.00

② \* EXTEND 4 EXISTING POSTS, PAINT (H) EXISTING GALVANIZED POSTS BLACK, AND INSTALL 75' OF NEW 5' HIGH BLACK VINYL 9 GAUGE 2" MESH CHAIN LINK FENCE WITH NEW BLACK POLY TOP RAIL ON EXISTING EXTENDED/PAINTED POSTS. REMOVE AND HURL AWAY 75' OF EXISTING CHAIN LINK FENCE.

\$4,990.00

③ \* EXTEND EXISTING POSTS AND INSTALL 175 1/2' OF NEW 2' HIGH PRE-GALVANIZED BLACK COLOR HEAVY REGAL STYLE ORNAMENTAL IRON FENCE ON TOP OF EXISTING 44"-56" HIGH IRON FENCE PLUS MODIFY/EXTEND (1) EXISTING 7' X 4 1/2' HIGH DOUBLE GATE TO MATCH HEIGHT OF EXISTING (EXTENDED) IRON FENCE. PAINT TOUCH UP OF EXISTING IRON FENCE BY OTHERS, NOT CARTER FENCE.

\$16,880.00

NOTE: IRON FENCE w/ 1 1/2" SQ TOP RAIL, 1" PICKETS, 5" O.C. PICKET SPACING, AND 2" BOTTOM FLAT STOCK TACK WELDED TO EXISTING IRONS/TOP RAIL

① 5'	BLACK POLY Lin. ft. of top rail	1 5/8" O.D.
② 75'	BLACK POLY Lin. ft. of top rail	1 5/8" O.D.
CORNER POSTS	③ 2 7/8"	O.D. set in PAINT EXISTING ft. of concrete
CORNER POSTS	④ 3" SQ	BLACK O.D. set in ft. of concrete
END POSTS	① 2 7/8"	BLACK POLY O.D. set in 2' (+/-) ft. of concrete
END POSTS	③ 3" SQ	BLACK O.D. set in ft. of concrete
GATE POSTS	② 2 7/8"	BLACK POLY LORED 6'-8" O.D. set in 2' (+/-) ft. of concrete
GATE POSTS	③ 4" SQ	BLACK O.D. set in ft. of concrete
① SINGLE Gate	3' X 5'	BLACK POLY Opening 1 5/8" O.D. Frame
① STIFF PANEL Gate	1' X 5'	BLACK POLY Opening 1 5/8" O.D. Frame
③ DOUBLE Gate	7' X 4 1/2'	• 94" PIP • EXTEND O.D. Opening EXISTING Frame

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any question concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**TERMS: NET 10 DAYS (2% DISCOUNT), NET 30 DAYS (NO DISCOUNT)**

Carter Fence Co., Inc. is not responsible for location or repair of underground utilities, sprinkler lines/systems, and/or location of property and fence lines. Any permits or engineering, if required, is customer's responsibility.

Property owned by: \_\_\_\_\_ Taxes, if any, are included in the contract price.

Due to an unstable steel market, prices to be confirmed upon acceptance of proposal

ACCEPTANCE: This proposal, signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ becomes a contract when accepted by the seller, subject to the printed conditions on the reverse side hereof, and is not subject to cancellation.

BY DUSTIN COFFER X PRICE \$ \_\_\_\_\_

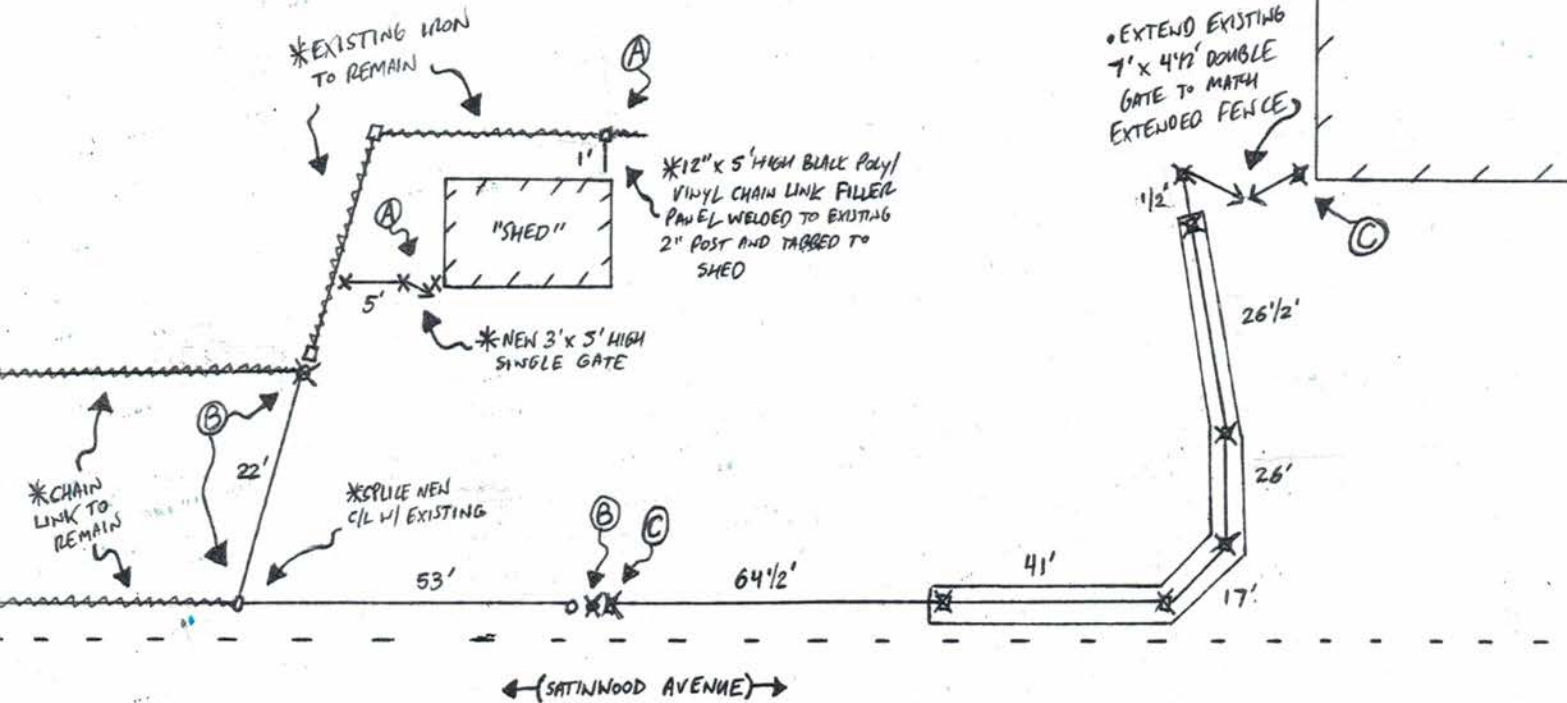
\* NOTE: THIS QUOTE IS BASED ON CALIFORNIA PREVAILING WAGE WITH NORMAL WORKING HOURS MONDAY - FRIDAY



13207 Sherman Way No. Hollywood, CA 91605 - 4649  
 (818) 983-1515 (818) 765-0844 (661) 257-2002 (805) 517-1136  
 Fax (818) 765-0360 Contr. Lic. #304464

**(A)** INSTALL 6' OF NEW 5' HIGH BLACK VINYL 9 GA 2" MSU CHAIN LINK FENCE PLUS (1) NEW 3' X 5' HIGH SINGLE GATE

**(B)** EXTEND/PAINT EXISTING POSTS BLACK, INSTALL 75' OF NEW 5' HIGH BLACK VINYL 9 GA 2" MSU 9/L & TOP RAIL ON EXISTING/EXTENDED/PAINTED POSTS. REMOVE/HAUL AWAY 75' OF GALV. CHAIN LINK & RAIL.



**(C)** EXTEND EXISTING IRON POSTS AND INSTALL 175 1/2' OF NEW 2' HIGH PRE-GALV. BLACK HEAVY REGAL IRON FENCE ON TOP OF EXISTING 44"-56" IRON FENCE PLUS EXTEND (1) EXISTING 7' X (4 1/2") DOUBLE GATE TO MATCH HEIGHT OF EXISTING (EXTENDED) HEAVY REGAL IRON FENCE

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.3.a. APPROVE COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT WITH VENTURA COUNTY  
COMMUNITY COLLEGE DISTRICT**

ACTION

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**ISSUE:** Shall the Board approve the College and Career Access Pathways Partnership(CCAP) Agreement with Ventura County Community District?

**BACKGROUND:** Oak Park Unified School District would like to enter into a partnership with Ventura County Community District (VCCCD) and offer a Dual Enrollment program to high school students in Oak Park. The purpose of this program is to offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. It will also help prepare students for transfer, improve high school graduation rates and help high school students achieve college and career readiness all while providing high school students in Oak Park access to community college on our campus.

Ed Code 76004 states that a participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement. This agreement was presented to the Board and the public at the October 15, 2019 Board meeting and at this meeting staff is requesting board approval of the agreement. The partnership agreement has been included for the Board's reference.

**FISCAL IMPACT:** High school pupils enrolled in courses offered through a CCAP agreement shall not be assessed or charged a fee prohibited by EC § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. EC §§ 49010 et seq.; 76004(f). Any textbook purchases would come from LCAP Goal 1 funds targeted for providing textbooks and materials.

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

**BOARD MEETING, NOVEMBER 19, 2019**  
**Approve the CCAP Agreement with Ventura County Community District**  
**Page 2**

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT

BETWEEN

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT,

a community college district duly organized and existing under the laws  
of the State of California

AND

OAK PARK UNIFIED SCHOOL DISTRICT,

a school district duly organized and existing under the laws  
of the State of California

DATED \_\_\_\_\_



**COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT  
PARTNERSHIP AGREEMENT BETWEEN VENTURA COUNTY COMMUNITY  
VCCCD DISTRICT AND OAK PARK UNIFIED SCHOOL DISTRICT**

**January 1, 2020 – June 30, 2021**

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between Ventura County Community College District/Moorpark College ("VCCCD"), 761 East Daily Drive, Suite 200, Camarillo, CA, 93010, and Oak Park Unified School District ("DISTRICT").

**RECITALS**

- A.** Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness, for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education.
- B.** Assembly Bill 288 allows community college districts to enter into partnership agreements with high schools to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- C.** Assembly Bill 288 authorizes specified high school pupils to enroll in up to 15 units per term if those units are required for the pupils' partnership programs and would authorize a community college district to exempt special part-time and special full-time students taking up to a maximum of 15 units per term from specified fee requirements.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties VCCCD and DISTRICT hereto agree as follows:

**1. Terms of the Partnership Agreement:**

- 1.1. Term of the Agreement:** The term of this CCAP Agreement shall be for 1 and one half (1.5) years beginning on January 1, 2020 and ending on June 30, 2021, and will be subject to renewal, unless otherwise terminated in accordance with Section 19 of this Agreement.

- 1.2. Submission and Amendments:** Pursuant to Education Code Section 76004(c) (3), copies of this Agreement shall be filed with both the Chancellor of the California Community Colleges ("State Chancellor") and with the Department of Education before the start of the partnership created by this Agreement. The State Chancellor may void this Agreement if it is determined that this Agreement does not comply with the intent of Education Code Section 76004. Any amendment to this Agreement shall be filed with the State Chancellor. The parties will meet on an annual basis to determine if the Agreement should be amended, to include but not be limited to adding additional courses and pathways that have been developed.
- 1.3. Courses Offered Under this Agreement:** VCCCD shall offer courses to Oak Park Unified School District high school students who are dual enrolled at both Oak Park Unified School District and VCCCD. In the initial year of the Agreement, VCCCD shall offer the courses on a Oak Park Unified School District campus. Oak Park Unified School District and VCCCD may decide to offer classes at the community college in subsequent years within the term of this Agreement.
- 1.4. Employer of Record:** All courses offered under this Agreement shall be taught by faculty employed by VCCCD. VCCCD shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring and reporting obligations to the county office of education and under applicable federal teacher quality mandates, if any.
- 1.5. Total Number of High School Students Served per Year is projected to be: 50** for School Year 2019-20 and **100** for School Year 2020-21 (25 students per course)
- 1.6. Total Number of FTES Projected to be claimed by VCCCD per Year:** (two sections in spring 2020 and two sections in fall 2020 and spring 2021)
- 1.7. Addendum:** The implementation of this Agreement will be accomplished by a specific Oak Park Unified School District high school (the "School") and a specific VCCCD college (the "College") through an Addendum (referenced in section 2 below) that defines the details of the relationship between the School and the College. The terms and conditions of the Addendum shall not be inconsistent with the Agreement nor shall the Addendum purport to amend the Agreement in any form. The Addendum template is attached hereto as Attachment 1 to the Agreement. For ease of use the Addendum is in a fill-in-the-blank format. The Addendum must identify the source of funding to be used for textbooks and instructional materials and list what efforts, if any, were used to reduce the costs of textbooks and instructional materials. Representatives from VCCCD and Oak Park Unified School District will review addendums

collectively to determine which means were most effective in reducing costs.

- 1.8. Apportionment:** Pursuant to Education Code Section 76004(s), VCCCD shall request and receive state apportionment funding for all college courses offered under the AB 288 Agreement. Pursuant to Education Code Section 76004(r), Oak Park Unified School District shall not seek or receive a state allowance or apportionment funding for any instructional activity for which VCCCD requests or receives state apportionment funding. This Agreement or any Addendum must not result in Oak Park Unified School District losing any amount of Average Daily Attendance (ADA). Any courses offered under this Agreement shall be offered at such times to ensure that Oak Park Unified School District students are scheduled to meet minimum day requirements (240 minutes in Oak Park Unified School District classes).
- 1.9. Admission of Special Part-Time or Full-Time Students:** Oak Park Unified School District students who take college courses under this Agreement and Addendum shall be admitted to VCCCD as special part-time or special full-time students pursuant to Education Code Section 76001, applicable regulations, and VCCCD Board Rules.
- 1.10. Unit Limit:** Pursuant to Education Code Section 76004(p), Oak Park Unified School District students admitted as special part-time students and taking courses under this Agreement, may enroll in up to a maximum of 15 units per term if: 1) the units constitute no more than four community college courses per term; 2) the units are part of an academic program under this Agreement; and 3) the units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- 1.11. Student Fee Exemptions:** Pursuant to Education Code Section 76004(q), Oak Park Unified School District students admitted to VCCCD under this Agreement as special part-time students shall be exempt from the following student fees: 1) Student Representation Fee (Education Code Section 76060.5); 2) Nonresident Tuition Fee (Education Code Section 76140); 3) Transcript Fee (Education Code Section 76223); 4) Enrollment Fee (Education Code Section 76300); 5) Apprentice Fee (Education Code Section 76350); 6) Child Development Center Fee (Education Code Section 79121); and 7) Student Health Fee. A high school pupil enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Section 49011. (Education Code Section 76004(f).)
- 1.12. Textbooks, Equipment, and Materials:** VCCCD and Oak Park Unified School District shall work collaboratively to seek funding in support of textbooks, equipment and supplies and other instructional materials as required to support CCAP sections for high school students participating in the program. This may include local school/college sites exploring the use of discretionary resources

and seeking federal, state, local and grant funding. VCCCD Faculty, through local academic senates, discipline committees, and collegial conversations, will explore ways to minimize the costs of textbooks and instructional materials including, but not limited to, use of open educational resources (OER), guaranteeing 3-5 year use of textbook versions, inter-college loan programs, use of existing Oak Park Unified School District textbooks, and other efforts as deemed academically appropriate. Provision or funding for textbooks, equipment, and materials, must be identified in the Addendum as required in paragraph 1.7. Instruction will not begin until funding is specified in the Addendum.

**1.13. Reimbursement:** For CCAP courses offered at an Oak Park Unified School District school site during a period in which Oak Park Unified School District on-site supervision and facilities, custodial and security personnel are already present, no additional costs shall be incurred by VCCCD. If, through an Addendum, the VCCCD College and the Oak Park Unified School District School agree to offer a class during a time period in which no Oak Park Unified School District on-site supervision and facilities, custodial and security personnel are present, VCCCD will fund the required staffing and reimbursable custodial supplies.

**1.13.1** VCCCD shall make payment to Oak Park Unified School District within 30 days of receiving the invoice for instructional space and services rendered.

**1.13.2** The financial arrangements defined herein may be adjusted annually by a duly adopted written Amendment to this Agreement.

**1.14. Student Access and Supports:** CCAP courses will be delivered in a nondiscriminatory manner ensuring equity and access to all students.

**1.14.1 Services for Students with Disabilities:** For CCAP classes offered on Oak Park Unified School District sites during the school day, Oak Park Unified School District will continue to provide services as required by the participating student's Individualized Education Plan ("IEP"). VCCCD will make reasonable accommodations to ensure that Oak Park Unified School District is able to implement the student's IEP in CCAP classes. Students may choose to seek academic adjustments or accommodations pursuant to the American with Disabilities Act through the College's Disability Support Program and Services ("DSPS") Office. If a student is processed through the DSPS Office, VCCCD will fund accommodations pursuant to Title II of the American with Disabilities Act. If issues arise in the provision of accommodations and services, the points of contact for the School and College as identified in the Addendum will meet to bring in the necessary constituencies to resolve the issues in an expeditious manner.

**1.14.2 English Learner and Long Term English Learner Students:** Parties agree to collect data needed to implement Oak Park Unified School District's progress monitoring activities as required by law and pursuant to the Oak Park Unified School District English Learner Master Plan. VCCCD will collaborate with Oak Park Unified School District to ensure that Oak Park Unified School District is able to access and deliver services to students as necessary. If issues arise with implementation of services, the points of contact for the School and College as identified in the Addendum will meet to bring in the necessary constituencies to resolve the Issues in an expeditious manner.

## **2. Courses Offered Under This Agreement**

- 2.1. Constituent Colleges and Oak Park Unified School District Campuses:** VCCCD has three constituent Colleges, specifically Moorpark College, Oxnard College and Ventura College. Each of the three Colleges generally serves high school campuses located within respective service areas but the program may be implemented outside the service areas of the College as warranted and as provided for in an Addendum between a School and a College.
- 2.2. Courses Offered:** College and School will determine which courses listed in Appendix A will be offered at the high school under this Agreement. The College and the Oak Park Unified School District high school shall complete the AB288 Addendum which shall become an addendum to this Agreement by January 31<sup>st</sup> of each year for the following academic year. Each course listed in the AB 288 Addendum shall be offered for the purpose of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school pupils achieve college and career readiness; or 4) offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. No physical education courses shall be offered. Courses will also include pathway courses offered at the local Oak Park Unified School District campus in the same industry sector offered at the respective College that lead to an industry recognized certificate or credential.
- 2.3. Linked Learning and Career Technical Education (CTE) Courses:** Pathway is defined by courses that are in the General Education Transfer Curriculum pathway AND courses in a career pathway leading to an industry recognized certificate or credential. CTE courses listed in Appendix B-1 will be added to the list of courses under this Agreement as VCCCD develops or identifies the pathway courses ensuring high school students receive college credit for these courses that lead to a certificate or credential in the applicable industries. As

Oak Park Unified School District expands and identifies additional CTE pathway courses including those listed in Appendix B-2 that lead to certificates or credentials and a living wage under Linked Learning or CTE programs for dual credit, VCCCD will work collaboratively with Oak Park Unified School District to add these CTE pathway courses to the list of available courses under this Agreement. Linked Learning and college level CTE pathway and articulated Oak Park Unified School District CTE Courses will be available as dual enrollment courses in Appendix A, upon approval by both Parties.

- 2.4. Terms in Each AB 288 Addendum:** Each Addendum shall: (1) describe the facilities to be used on both the College campus and the Oak Park Unified School District campus; (2) describe the Criteria for Assessing Pupils' Ability to Benefit; and (3) identify the party responsible for obtaining parental consent.
- 2.5. Limiting Enrollment:** Pursuant to Education Code Section 76004(0), VCCCD may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership Agreement.
- 2.6. Transcripts, Permanent Records of Student Achievement, Attendance and Grades:** Both the VCCCD college of attendance and the Oak Park Unified School District school of attendance shall record transcript records when courses are completed. Upon receipt of an official transcript from the community college showing the course title, number of college units and the course grade, the high school equivalent course and the credits allowed will be recorded on the student's cumulative record and the electronic transcript by the student's Oak Park Unified School District school of attendance.

### **3. AB 288 Certifications**

- 3.1. VCCCD Faculty:** VCCCD certifies that no VCCCD or community college instructor, who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by VCCCD to teach any course on any Oak Park Unified School District campus. All VCCCD faculty teaching courses under this Agreement shall meet all state and federal reporting requirements regarding minimum qualifications and conditions.
- 3.2. No Displacement of Faculty:** Oak Park Unified School District certifies that no existing high school teacher who was teaching the same course on the high school campus offered under this Agreement has been displaced or terminated because a community college instructor is teaching that same course. VCCCD certifies that a qualified high school teacher teaching a course offered for college credit at a

high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

- 3.3 No Reduction of Access to Same Course on VCCCD:** VCCCD certifies that the community college courses offered for college credit on Oak Park Unified School District's campus do not reduce access to the same course offered on the VCCCD college campus.
  - 3.4 No Oversubscribed Courses:** VCCCD certifies that community college courses that are oversubscribed or have waiting lists shall not be offered in this Agreement.
  - 3.5 VCCCD's Core Mission:** Participation in this partnership and this Agreement is consistent with VCCCD's core mission pursuant to Education Code Section 66010.4
  - 3.6 No Displacements of Eligible Adults from VCCCD Courses:** Oak Park Unified School District students participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults from VCCCD courses.
  - 3.7 Collective Bargaining:** VCCCD and Oak Park Unified School District certify that all actions taken pursuant to this Agreement are in compliance with all local collective bargaining agreements.
- 4. Remedial Courses:** Should remedial courses be offered, the remedial course taught by VCCCD faculty at Oak Park Unified School District's campus shall be offered only to Oak Park Unified School District's high school students who do not meet their grade level standard in math, English, or both, in grade 10 or 11 as determined by applicable Oak Park Unified School District assessments including but not limited to assessment tests, benchmarks, and appropriate college assessments. VCCCD and Oak Park Unified School District faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. It is acknowledged that the student may waive or opt out of a remedial course, should the student choose to exercise that option through the regular college process.
  - 5. Student Supervision:** Oak Park Unified School District and VCCCD agree to work cooperatively with regard to student discipline. Students are subject to Oak Park Unified School District's student discipline procedures, which are governed by Education Code section 48900 et seq., and Oak Park Unified School District's policies and procedures, while they attend classes on Oak Park Unified School District's high school campus. Should this Agreement be extended to courses at the College site, high school students will be subject to VCCCD's student discipline procedures. A student disciplinary action taken by the college in response to student misconduct in a class will not affect the

student's attendance in the CCAP program. The college will notify the school site of any disciplinary action taken.

**6. Protocol for Information Sharing:** Any education records or personally identifiable information pertaining to any Oak Park Unified School District students taking courses under this Agreement shall be exchanged between Oak Park Unified School District and VCCCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and VCCCD Board Policies and Administrative Procedures. VCCCD shall provide a dual enrollment application form on which the parent or guardian of the Oak Park Unified School District student will provide written consent to information sharing between Oak Park Unified School District and VCCCD. Education records and personally identifiable information regarding Oak Park Unified School District students shall be shared between the Points of Contact identified in Paragraph 6 below. Oak Park Unified School District's and VCCCD's Points of Contact shall then further share that information within their respective institutions as necessary.

**7. Parental Consent:** Oak Park Unified School District shall obtain any required parental consent for any Oak Park Unified School District student taking dual enrollment courses under this Agreement.

**8. Implementing Policies and Procedures:** Oak Park Unified School District and VCCCD will each develop policies and procedures consistent with the terms of this Agreement. Each party will distribute the policies and procedures to each participating high school principal and college and college instructor prior to the implementation of the CCAP program.

**9. Points of Contact at VCCCD and Oak Park Unified School District:** The following officials shall serve as the point of contact under this Agreement:

Oak Park Unified School District:  
Dr. Jay Greenlinger  
Oak Park Unified School District  
5801 Conifer Street  
Oak Park, CA 91377

VCCCD:  
Ventura County Community  
761 East Daily Drive  
Camarillo, CA 93010

Phone: (818) 735-3271 Phone: \_\_\_\_\_

Email: jgreenlinger@opusd.org Email: \_\_\_\_\_

**10. Annual Reporting to the State Chancellor:** On or before January 1st of each year of this Agreement, VCCCD shall submit a report to the State Chancellor based on data from Oak Park Unified School District. The report shall state: 1) the total number of Oak Park Unified School District students, by school site, taking courses under this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws; 2) the total number of community college courses offered under



this Agreement by course category and type and by school site; 3) the total number and percentage of successful course completions, by course category and type and by school site; and 4) the total number of full-time equivalent students generated through courses offered under this Agreement. By October 1st of each year of this Agreement, the Points of Contact from Oak Park Unified School District and VCCCD shall meet to plan and commence the preparation of the report.

11. **Mutual Defense and Indemnity:** VCCCD shall indemnify and hold harmless Oak Park Unified School District, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortuous conduct of VCCCD in the performance of VCCCD's responsibilities under this Agreement. In such an event, VCCCD, at its own expense, shall also defend all actions, suits, or other proceedings brought against Oak Park Unified School District, its officers, agents, or employees and satisfy any judgment rendered against Oak Park Unified School District, its officers, agents, or employees because of such negligence and/or tortuous conduct. Similarly, the Oak Park Unified School District shall indemnify and hold harmless VCCCD, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortuous conduct of Oak Park Unified School District in the performance of Oak Park Unified School District's responsibilities under this Agreement. In such an event, Oak Park Unified School District, at its own expense, shall also defend all actions, suits, or other proceedings brought against VCCCD, its officers, agents or employees and satisfy any judgment rendered against VCCCD, its officers, agents, or employees because of such negligence and/or tortuous conduct.
  
12. **Insurance:** Without limiting the parties' indemnification obligations herein and as a material condition of this Agreement, each party shall maintain, at its expense and for the duration of this Agreement, a program of insurance or self-insurance and provide evidence thereof, as required below, against claims for injury, damage or loss that may arise from or in connection this Agreement and/or the use of facilities under the Agreement. Each party shall furnish the other party with certificates of insurance or other satisfactory documentation of all insurance or self-insurance required by this Agreement. Each party shall have the other party added as additional insureds to all of the following policies. The Minimum Scope and Limits of Insurance shall be as follows (coverage shall be at least as broad):

**Commercial General Liability Insurance** "occurrence" form only to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. The general aggregate limit shall be twice the required per occurrence limit. If such insurance is obtained from a third party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

**Business Automobile Liability Insurance** to provide defense and indemnity coverage to the Insured for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence. If such insurance is obtained from a third party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

**Workers' Compensation Insurance** as required by the Labor Code of the State of California, and Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident. Any notice required to be served hereunder shall be in writing.

13. **Choice of Law and Venue:** This Agreement, its interpretations, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California. Ventura County shall be the venue for all legal matters concerning the Agreement.
14. **Termination:** Either party shall have the right to terminate this Agreement without cause by providing to the non-terminating party a written notice of termination. Notice of termination shall be provided at least 180 days prior to the termination date. Each party shall continue to fulfill its obligations under this Agreement until date of termination.
15. **Notices:** Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addresses to the party for whom intended as follows:

**To Oak Park Unified School District:**

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

**To VCCCD:**

Ventura County Community College District  
761 East Daily Drive  
Camarillo, CA 93010  
Attn: Terry Cobos, Director of General Services

16. **Miscellaneous:** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous

agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Board Approval Required.** This Agreement is conditioned upon the approval of the governing boards of both the Oak Park Unified School District and VCCCD as set forth by Education Code Section 76004.

**IN WITNESS WHEREOF, VCCCD and Oak Park Unified School District have executed this College and Career Access Pathways Dual Enrollment Partnership Agreement as of the date first written above.**

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

**DISTRICT**

Oak Park Unified School District

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

Name: Anthony Knight

Title: Superintendent

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

**VCCCD**

VENTURA COUNTY COMMUNITY COLLEGE  
DISTRICT

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

Name: David El Fattal

Title: Vice Chancellor

**AB 288 ADDENDUM TO THE COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT**

**BETWEEN**

**OAK PARK\_UNIFIED SCHOOL DISTRICT  
THROUGH  
*Oak Park High School***

**AND**

**THE VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
THROUGH  
*Moorpark College***

**1. BACKGROUND**

OAK PARK\_UNIFIED SCHOOL DISTRICT ("OAK PARK\_UNIFIED SCHOOL DISTRICT") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT ("VCCCD") entered into a "College and Career Access Pathways Partnership Agreement" (the "Agreement") on \_\_\_\_\_ in order to meet the goals specified in Assembly Bill 288. The Agreement, as approved by OAK PARK\_UNIFIED SCHOOL DISTRICT'S Board of Education and VCCCD's Board of Trustees, sets forth parameters within which a specific OAK PARK\_UNIFIED SCHOOL DISTRICT high school (the "School") and a specific VCCCD constituent college (the "College") (Moorpark College, Oxnard College, Ventura College) may enter into an addendum that allows for additional terms and conditions that define how the Agreement will be implemented between the School and the College. This Addendum Is authorized pursuant to Section 1.7 of the Agreement and is entered into by the School and the College listed below.

**2. PARTIES TO THE ADDENDUM**

**Oak Park Unified School District**

Dr. Anthony Knight, Superintendent  
Oak Park Unified School District

**Oak Park Unified School District:** Point of Contact  
Dr. Jay Greenlinger, Director of Curriculum & Instruction  
5801 Conifer Street  
Oak Park, CA 91377  
[jgreenlinger@opusd.org](mailto:jgreenlinger@opusd.org)  
(818)735-3271

**Oak Park Unified School District: Point of Contact**

Kevin Buchanan, Principal

Oak Park High School

899 Kanan Road

Oak Park, CA 91377

[kbuchanan@opusd.org](mailto:kbuchanan@opusd.org)

(818) 735-3300

**Moorpark College**

Julius Sokenu, PhD, Interim President

7075 Campus Road

Moorpark, CA 93021

Point of contact: Amanuel Gebru, Ed.D., Vice President, Student Services

7075 Campus Road

Moorpark, CA 93021

(805) 553-4065

[agrebru@vcccd.edu](mailto:agrebru@vcccd.edu)

Point of contact

Khushnur Dadabhoy, PhD., Dean Student Services

7075 Campus Road

Moorpark, CA 93021

(805) 553-4012

[krothstein@vcccd.edu](mailto:krothstein@vcccd.edu)

### 3. THIS ADDENDUM'S RELATIONSHIP TO THE AGREEMENT

Each party certifies that it has read and understands the Agreement and that this Addendum may not amend any of the terms and conditions in the Agreement except as set forth below. In particular, the parties may not enter into any terms and condition that result in Oak Park Unified School District losing any Average Daily Attendance funding.

### 4. TERMS SPECIFIC TO THIS ADDENDUM

Pursuant to Section 2 of the Agreement, the parties will:

4.1 Describe the courses to be offered and the days/times/location: *(Must meet minimum instructional minute requirement)*.

- The courses offered are for the purposes of:
  - Preparing students for transfer;
  - Improving high school graduation rates;
  - Helping high school pupils achieve college and career readiness;
  - Offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. The approved courses are listed in Appendix A to the Agreement.
- The program outlined below will be offered at Oak Park High School.
- All courses will be offered after school 2 or 3 days per week for a total of 3 hours per week.

4.2 Describe the criteria for assessing pupils' ability to benefit:

- Persistence/Retention Rate
- College Class(es) Success Rate
- Completion of 10 or more VCCCD college units
- College Readiness (i.e. improved AP, SAT, or ACT scores)
- California School Dashboard
  - Chronic Illness Data
  - Suspension Rate data
  - English Learner Progress Data
  - HS Graduation Rate
  - College/Career Indicator Data

4.3 Identify the party responsible for obtaining parental consent

- High School Counselor or Administrator

4.4 Describe the facilities to be used:

- Classroom(s) will be provided by Oak Park Unified School District at its facilities without charge to college or students.

4.5 Identify the source of funding to be used for textbooks and instructional materials:

- VCCCD and Oak Park Unified School District shall work collaboratively to cover the cost of textbooks and other instructional materials as required to support CCAP sections for high school students participating in the program.

4.6 List what efforts, if any were used to reduce the costs of textbooks and instructional materials:

- Use of Open Educational Resources (OER) whenever possible
- Use of textbooks for multiple years
- Use of grant funding for textbooks and instructional materials when appropriate
- Use of Rental text books

4.7 Pursuant to Section 1.12 of the Agreement, the parties to this Addendum understand and agree that instruction will not begin until funding is specified and agreed upon by VCCCD and Oak Park Unified School District.



## **5. STUDENT RECORDS**

- School District shall maintain permanent records of student attendance, grades, and achievement for School District students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for College students shall be maintained by the College.
- Records will open for review at all times by College officials and submitted on a schedule developed by the college. (Cal. Code Regs., tit. 5, §§ 55021, 55040, 58030)

## **6. FILING/TIME OF EFFECT:**

- The School shall file a copy of this Addendum with the Curriculum and Instruction Department.
- The College shall file a copy of this Addendum with the Vice Chancellor of Educational Services and the Vice Chancellor of Business and Administrative Services.
- This Addendum shall not be effective until the offices listed above have received and reviewed and have indicated to the School/College that they may begin performance.

IN WITNESS WHEREOF, the School and the College have executed this AB 288 Addendum as follows:

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

Oak Park Unified School District

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

Name: Dr. Anthony W. Knight

Title: Superintendent

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

Oak Park Unified School District

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

Name: Adam Rauch

Title: Assistant Superintendent

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

Oak Park Unified School District

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

Name: Dr. Jay Greenlinger

Title: Director of Curriculum and Instruction

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

MOORPARK COLLEGE

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

Name: Khushnur Dadabhoy, PhD.,

Title: Dean Student Services

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

MOORPARK COLLEGE

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

Name: Amanuel Gebru, Ed.D.,

Title: Vice President, Student Services

## **APPENDIX A: COLLEGE DUAL ENROLLMENT CURRICULUM INVENTORY**

(List all “College” courses which may be offered at “School” under this agreement)

Accounting: ACCT M110, M120

Anatomy: ANAT M01

Anatomy/Physiology: ANPH M01

Anthropology: ANTH M01, M01H, M01L, M02, M03, M05, M06, M07, M08, M09, M10, M11, M12, M13, M14, M15, M16, M17 Art: ART M20, M23, M30, M31, M32, M33, M34, M35, M43, M44, M45, M46, M47, M48, M49, M50, M70, M71, M72, M73, M74, M75, M77, M78, M79A, M79B, M90, M91, M92, M93

Art History: ARTH M10, M100H, M11, M12, M13, M14

Astronomy: AST M01, M01L

Biology: BIOL M01, M02A, M02AH, M02B, M02C, M03, M05, M13, M16, M16L, M17

Biotechnology: BIOT M10

Botany: BOT M01, M06

Business: BUS M30, M33, M140

Chemistry: CHEM M01A, M01AH, M01B, M07A, M07B, M11, M12, M13

Child Development: CD M02, M03, M05

Chinese: CHIN M01

College Strategies: COL M01

Commercial Photography: PHTC M35

Communication Studies: COMM M01, M01H, M02, M04, M05, M07, M12, M16, M25, M26

Computer Information Systems: CIS M16

Computer Science: CS M01, M10A, M10B, M10J, M20, M30, M145, M155

Counseling: COUN M02, M05

Criminal Justice: CJ M01, M01H, M02, M03, M08, M14

Dance: DANC M01, M03, M09A, M10A-D, M11A-D, M12A-D, M13A-D, M15A-B, M16A, M17, M18, M20A-C, M30A-B, M31, M31L, M32, M40, M51, M55A-D

Economics: ECON M201, M202, M202H

Education: EDU M02

Engineering: ENGR M01, M04, M10, M12, M12L, M16, M18, M20, M20L

English: ENGL M01A, M01AH, M01B, M01BH, M01C, M01CH, M10A, M10B, M13A, M13B, M14, M15A, M15B, M16, M17, M20, M29A, M29B, M30A, M30B, M40

Environmental Studies: ENSC M01, M01L, M02, M03

Film Studies: FILM, M10, M15, M25, M26, M31, M32, M41, M51

Film Television Media: FTVM M01, M03, M54A, M54B

French: FREN M01, M02

Game Design: GAME M101

Geographic Information Systems: GIS M01

Geography: GEOG M01, M01L, M02, M03, M03H, M05

Geology: GEOL M02, M02L, M03, M03L, M04, M05, M61, M121

German: GERM M01, M02

Graphics: GR M10, M11, M34

Health Education: HED M01, M03, M05, M07

History: HIST M25, M25H, M130, M131, M133, M135, M137, M137H, M140, M141, M143, M145, M150, M152, M160, M162, M164, M170, M180

Humanities: HUM M07, M10A, M10B, M11, M14

Italian: ITAL M101

Japanese: JAPN M01, M02

Journalism: JOUR M01, M02, M03, M05

Latin: LAT M01

Learning Skills: LS M03

Mathematics: MATH M05, M07, M10, M15, M15H, M16A, M16B, M21, M25A, M25AH, M25B, M25C, M31, M35

Microbiology: MICR M01

Multimedia: MM M10, M40

Music: MUS M01, M02A, M02AL, M02B, M02BL, M02C, M02CL, M02D, M02DL, M04, M04H, M08, M09A, M09AH, M09B, M09BH, M10, M12, M13A-D, M18, M21, M23, M25A-D, M30A-G

Nutritional Science: NTS M01, M07, M09

Philosophy: PHIL M01, M01H, M02, M02H, M03, M05, M07, M08, M09, M11, M12, M13, M14, M21

Photography: PHOT M10, M20, M30A, M30B, M40

Physical Science: PHSC M01, M01L

Physics: PHYS M01, M01L, M10A, M10AL, M10B, M10BL, M20A, M20AL, M20B, M20BL, M20C, M20CL

Physiology: PHSO M01, M01H

Political Science: POLS M01, M02, M03, M03H, M04, M05, M06, M09

Psychology: PSY M01, M01H, M02, M02H, M03, M04, M05, M06, M07, M08, M10, M13, M14, M16

Sociology: SOC M01, M01H, M02, M03, M04, M08, M10, M12, M15, M16, M18

Spanish: SPAN M01, M02, M03, M04

Theatre Arts: THA M01, M01H, M02A-D, M03A-B, M04, M04H, M08, M09A-D, M10A-D, M11A-D, M14A-D, M15A-B, M16, M20, M21A-B, M23A-B, M25A-B, M27A-B, M28, M52A, M52B

Technical Theatre: TTHA M11A-D, M20, M23A-B, M25A-B

Zoology: ZOO M01

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.3.b. APPROVE NEW COURSE FOR ENGLISH IV CP OPTIONS AT OAK PARK HIGH SCHOOL AND THE ASSOCIATED INSTRUCTIONAL MATERIALS**

ACTION

**ISSUE:** Shall Oak Park High School add a new course titled Environmental and Sustainability Literature to its English IV CP Options courses and the associated instructional materials?

**BACKGROUND:** The course will involve the reading of *"American Earth: Environmental Writing Since Thoreau"*. The course will also include a variety of documentaries and excerpts from text. A description of the course and details of proposed instructional materials is provided for the Board's reference. OPUSD Curriculum Council met on November 5, 2019 and voted unanimously in favor of recommending this course and its associated instructional material to the Board for approval.

**FISCAL IMPACT:** The estimated cost of a class set is \$900+ 272= \$1172 which includes primary and secondary text. Funding source is the LCAP Goal 1.2 and is included in the 2019-20 adopted budget.

**ALTERNATIVES:**

1. Approve the request for an additional course for English IV CP Options and the associated instructional materials for Oak Park High School.
2. Do not approve the request for an additional course at Oak Park High School.

**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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

## Environmental and Sustainability Literature

Environmental and Sustainability Literature is a semester-long Senior Options English course. The purpose of this course will focus on literature that delves into various environmental issues such as factory farming, climate change, global access to clean water, the consumption of natural resources, and environmental health. Through the study of a wide variety of texts we will attempt to confront the most pressing global issues intertwining food, water, energy, economics, and social class as a means of understanding what environmentalism, activism, and sustainability actually means.

### Texts

*American Earth: Environmental Writing Since Thoreau*, edited by Bill McKibben

*Eating Animals*, by Jonathan Safran Foer

*Coming of Age at the End Of Nature: A Generation Faces Living on a Changed Planet*, edited by Julie Dunlap and Susan A. Cohen

### Documentaries

*Food, Inc*

*Forks over Knives*

*Sand*

*The Biggest Little Farm*

*Happy*

*Black Fish*

*Plastic Planet*

*More Than Honey*

*180 Degrees South*

## Unit 1: What is Environmentalism, Activism, and Sustainability?

### Week 1: What is environmentalism to you?

Greta Thunberg's TED Talk and address to The United Nations

*American Earth* – "Introduction" pgs. xxi-xxxii

*American Earth* – Thoreau, "from *Walden*" pgs. 9-25

*American Earth* – Thoreau, "from *Huckleberries*" pgs. 26-36

### Week 2: Seeing Nature

*American Earth* – Whitman, "from *Leaves of Grass*" pgs. 62- 64

*American Earth* – Muir, "Hetch-Hetchy Valley" pgs. 104-112

*American Earth* – Burroughs, "The Art of Seeing Things" pgs. 145-159

### Week 3: Waste and Warning

*American Earth* – Hornaday, "The Bird Tragedy on Laysan Island" pgs.181-185

*American Earth* – Stratton-Porter, "The Last Passenger Pigeon" pgs. 192-204

*American Earth* – Guthrie, "This Land is Your Land" pgs. 258-29

### Week 4: Roots of Modern Environmentalism

*American Earth* – Leopold, “from *A Sand County Almanac*” pgs 265-294  
*American Earth* – Carson, “from *Silent Spring*” pgs. 366-376  
“We Are the Fossil-Fuel Fighters” (from *Coming of Age at the End of Nature*)

### **Week 5: Is Environmentalism Inclusive?**

*180 Degrees South*

“Sunset at Mile-16” (from *Coming of Age at the End of Nature*)

“Why I Wear Jordans in the Great Outdoors” (from *Coming of Age at the End of Nature*)

*American Earth* – Solnit, “The Thoreau Problem” pgs. 971-974

Research Paper Due

Exam

## **Unit 2: The Ramifications of What We Eat**

### **Week 6: The Culture of Food?**

Graham Hill TEDTalk “Why I am a Week-Day Vegetarian”

*Food Inc.*

*Eating Animals*, “Storytelling”

*Eating Animals*, “All or Nothing or Something Else”

### **Week 7: Food Economics**

*Eating Animals*, “Words/Meaning”

*Eating Animals*, “Hiding/Seeking”

### **Week 8: Food Choices**

*Forks Over Knives*

*Eating Animals*, “Influence/Speechlessness”

*Eating Animals*, “Slices of Paradise/Pieces of Sh\*\*\*”

### **Week 9: Food and Ethics**

*Sushi: The Global Catch*

*Eating Animals*, “I Do”

*Eating Animals*, “Storytelling”

### **Week 10:**

Gary Snyder, “The Dead by the Side of the Road” “Smokey the Bear Sutra”

Research Papers Due

Exam

## **Unit 3: Consumerism and its Environmental Impact**

### **Week 11: What We See and What We Don't**

*Plastic Planet*

Price, “13 Ways of Seeing Nature in L.A. Part I”

Price, “13 Ways of Seeing Nature in L.A. Part II”



### **Week 12: Mindless Harm**

*Sand*

*American Earth* – Walker, “Everything Is a Human Being” pgs. 659-670

*American Earth* – Pollan, “from *The Omnivores Dilemma*” pgs. 948-960

### **Week 13: Unintended Consequences**

*More Than Honey*

*American Earth* – McKibben, “from *The End of Nature*” pgs. 718-724

*American Earth* – Durning, “The Dubious Rewards of Consumption” pgs. 770-780

### **Week 14: Environmentalism or Capitalism?**

*Black Fish*

*American Earth* – Abbey, “Polemic: Industrial Tourism and The National Parks” pgs. 413-433

Presentations

### **Week 15: What Do We Really Need?**

*Happy*

Presentations

## **Unit 4: Thinking Globally, Acting Locally**

### **Week 16: Keeping it Local**

*The Biggest Little Farm*

*American Earth* – Berry, “The Making of a Marginal Farm”

### **Week 17: What Does “Local” Actually Mean?**

*American Earth* – Dillard, “Fecundity” pgs. 531-549

*American Earth* – Silko, “from *Ceremony*” pgs. 582-589

### **Week 18: Privilege and Responsibility**

*American Earth* – Chavez, “The Wrath of Grapes Boycott Speech” 690-695

Cromwell, “Diseases of Affluence” (from *Coming of Age at the End of Nature*)

### **Week 19: Has This Semester Been Worthwhile?**

Coplen, “Tamale Traditions: Cultivating an Understanding of Humans and Non-human Nature Through Food” (from *Coming of Age at the End of Nature*)

Schosid, “Could Mopping Save the World? How Day-to-Day Chores Can Bring Big Changes” (from *Coming of Age at the End of Nature*)

### **Week 20: Finals**

Final Projects Due

Final Presentations

Each unit will have an independent research component, reading quizzes, and an essay exam.

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.3.c. APPROVE NEW ECONOMICS COURSE AT OAK PARK HIGH SCHOOL AND ASSOCIATED INSTRUCTIONAL MATERIALS**

ACTION

**ISSUE:** Shall Oak Park High School add an additional Economics course titled “Geopolitics and the World Today” and the associated Instructional Materials?

**BACKGROUND:** The course is designed for our senior students and discusses economic viability of transitioning our domestic and global economies into a more sustainable model that will not only reverse the effects of climate change but benefit all countries from an economic standpoint. The course will be submitted for University of California (UC) Course A-G approval and would meet graduation requirements for History/Social Science credit. A description of the course and details of proposed instructional materials is provided for the Board’s reference. OPUSD Curriculum Council met on November 5, 2019 and voted unanimously in favor of recommending this course and its associated instructional material to the Board for approval.

**FISCAL IMPACT:** The estimated cost of the subscriptions to media source are: The Economist \$189+ Washington Post \$60+ New York Times \$52+ LA Times \$208 = \$509. Funding source is (LCAP Goal 1 & 3, Board Goals 1.b., 3.e.and Goal 5) and is included in the 2019-20 adopted budget

**ALTERNATIVES:**

1. Approve the request for an additional Economics course and the related instructional materials for Oak Park High School.
2. Do not approve the request for an additional course at Oak Park High School.

**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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**Geopolitics and the World Today**  
**with Mr. Cook**  
**20-Week Semester Course**

**“In order to change the world, you have to first understand it.”**

**Prerequisites**

Geography, World History, Interest in History, Economics, International Relations, Interest in Current Events

**Career Path(s)**

International Political Science, Diplomacy, Economics, United Nations Representative, Lawyer, Sustainable Farming, Sustainable Energy, Demographer, City Planner, Campaign Manager, Professor, Journalist, International Relations

**Standard(s)**

**1. California Economic Standard: 12.1 Students understand common economic terms and concepts and economic reasoning.**

- Examine the causal relationship between scarcity and the need for choices.
- Explain opportunity cost and marginal benefit and marginal cost.
- Identify the difference between monetary and nonmonetary incentives and how changes in incentives cause changes in behavior.
- Evaluate the role of private property as an incentive in conserving and improving scarce resources, including renewable and nonrenewable natural resources.
- Analyze the role of a market economy in establishing and preserving political and personal liberty (e.g., through the works of Adam Smith).

**Week(s) 1-4 - Topic(s)**

- 7 Continents and their current status (CRIPES – Cultural, Religious, Intellectual, Political, Economic and Social Structures)
  - Antarctica, Africa, Asia, Australia, Europe, North America, South America
- The Industrial Revolution and Capitalism’s role in energy consumption
  - Industrial Revolution’s role in farming
  - Modern Revolutions in farming
- The Technological Revolution
- The Developed World (36 Nations)
  - Governmental Systems
  - Economic Systems
- The Non-Developed World
  - Governmental Systems
  - Economic Systems

**Standard(s)**

**California Economic Standard: 12.2 Students analyze the elements of America’s market economy in a global setting.**

- Understand the relationship of the concept of incentives to the law of supply and the relationship of the concept of incentives and substitutes to the law of demand.
- Discuss the effects of changes in supply and /or demand on the relative scarcity, price, and quantity of particular products.
- Explain the roles of property rights, competition, and profit in a market economy.
- Explain how prices reflect the relative scarcity of goods and services and perform the allocative function in a market economy.
- Understand the process by which competition among buyers and sellers determines a market price.
- Describe the effect of price controls on buyers and sellers.

- Analyze how domestic and international competition in a market economy affects goods and services produced and the quality, quantity, and price of those products.
- Explain the role of profit as the incentive to entrepreneurs in a market economy.

### **Week(s) 5-8 - Topic(s)**

- Economic Oppression
- Corporate Inversion
- Tax Evasion by Corporations and Citizens
- Global Wealth Tax
- Sanctions, Embargos, Banking and Frozen Assets
- Revolutions that are preceded by economic collapse
- The United Nations
- G-7 Conference
- World Trade Organization
- International Monetary Fund
- Panama Papers
- Paradise Papers

### **California Economic Standard: 12.3 Students analyze the influence of the federal government on the American economy.**

- Understand how the role of government in a market economy often includes providing for national defense, addressing environmental concerns, defining and enforcing property rights, attempting to make markets more competitive, and protecting consumers' rights.
- Identify the factors that may cause the costs of government actions to outweigh the benefits.
- Describe the aims of government fiscal policies (taxation, borrowing, spending) and their influence on production, employment, and price levels.
- Understand the aims and tools of monetary policy and their influence on economic activity (e.g., the Federal Reserve).

### **Week(s) 9-12 - Topic(s)**

- Economic viability of sustainable farming
- Sustainable transition models that have worked: Cap and Trade, Spiral Farming, Sustainable Fishing
- Sustainable transition models that need to be created

### **California Economic Standard: 12.4 Students analyze the elements of the U.S. labor market in a global setting.**

- Understand the operations of the labor market, including the circumstances surrounding the establishment of principal American labor unions, procedures that unions use to gain benefits for their members, the effects of unionization, the minimum wage, and unemployment insurance.
- Describe the current economy and labor market, including the types of goods and services produced, the types of skills workers need, the effects of rapid technological change, and the impact of international competition.
- Discuss wage differences among jobs and professions, using the laws of demand and supply and the concept of productivity.
- Explain the effects of international mobility of capital and labor on the U.S.

### **Week(s) 13-16 - Topic(s)**

- Transitioning Industrialized Nations from the environmentally damaging business models that currently exists into a modern economy built around sustainability.
- Helping developing nations bypass environmentally unsafe energy models without hindering their ability to develop
  - “The Resource Curse”
- Renewable energy and profitability
- Current Events as they relate to sustainability

-Population Growth and Sustainability

**Theme - Sustainability from an Economic Standpoint:**

The purpose of this proposal is to design a class around the economic viability of transitioning our domestic and global economies into a more sustainable model that will not only reverse the effects of climate change, but benefit all countries from an economic standpoint. Sustainability might be the single most important issue for our long term outlook, but it shouldn't come at the expense of expediting a global economic collapse. The design of this class would be shaped around an economic approach to transitioning our global economic system ethically and morally to one of sustainability rather than endless consumption that leads to the degradation of the planet.

**Standard(s)**

**California Economic Standard: 12.5 Students analyze the aggregate economic behavior of the U.S. economy.**

- Distinguish between nominal and real data.
- Define, calculate, and explain the significance of an unemployment rate, the number of new jobs created monthly, an inflation or deflation rate, and a rate of economic growth.
- Distinguish between short-term and long-term interest rates and explain their relative significance.

**Week(s) 17-20 – Topic(s)**

- Capitalism and the Electricity Wars
  - Tesla vs. Edison
- Propaganda Media Sources vs. Factual Media Sources
- Debunking Conspiracy Theories
- Death of expertise and the “Dunning-Kruger effect”
- The Modern Global Economy

**Supplemental Materials**

- Capital in the 21<sup>st</sup> Century by Thomas Piketty
- Michael Lewis Non-Fiction
- Economist Subscription
- Washington Post Subscription
- New York Times Subscription
- LA Times Subscription
- Guardian UK
- Der Spiegel
- Panama Papers
- Paradise Papers

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.3.d. APPROVE NEW COURSE CLIMATE CHANGE AT OAK VIEW HIGH SCHOOL AND ASSOCIATED INSTRUCTIONAL MATERIAL**

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ACTION

**ISSUE:** Shall Oak View High School add a new course titled Climate Change to its curriculum?

**BACKGROUND:** *Climate Change* is a course that will foster investigation of the changes that are already occurring and those yet to come resulting from our planet's increasing average temperatures. The course will involve the reading of "*Eyes Wide Open: Going Behind the Environmental Headlines*". A description of the course and details of proposed instructional materials is provided for the Board's reference. OPUSD Curriculum Council met on November 5, 2019 and voted unanimously in favor of recommending this course and its associated instructional material to the Board for approval.

**FISCAL IMPACT:** The estimated cost of a class set is \$187. Funding source is the LCAP Goal 1.2 and is included in the 2019-20 adopted budget.

**ALTERNATIVES:**

1. Approve the request for an additional course at Oak View High School.
2. Do not approve the request for an additional course at Oak View High School

**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

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

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

## **Climate Change Textbook Proposal**

This year OVHS has an opportunity to create a number of new classes supported by funds provided by the state. This book request is the first of several to come as these courses are written and materials are selected for them. *Climate Change?* is a course that will foster investigation of the changes that are already occurring and those yet to come resulting from our planet's increasing average temperatures. Students will read fiction in the form of post-apocalyptic young adult novels (of their choosing), short stories, and poetry. They will read non-fiction in the form of research papers, journal articles, and news stories.

To this non-fiction list, I request the committee vet and sign off on our use of the book *Eyes Wide Open: Going Beyond the Environmental Headlines*. This will be used as an introduction to the topic of climate change and provide guidance in vetting the many voices we will hear from in our investigations. This book will be our first read of the course.

The Amazon review: **Paul Fleischman offers teens an environmental wake-up call and a tool kit for decoding the barrage of conflicting information confronting them.**

We're living in an Ah-Ha moment. Take 250 years of human ingenuity. Add abundant fossil fuels. The result: a population and lifestyle never before seen. The downsides weren't visible for centuries, but now they are. Suddenly everything needs rethinking — suburbs, cars, fast food, cheap prices. It's a changed world.

This book explains it. Not with isolated facts, but the principles driving attitudes and events, from vested interests to denial to big-country syndrome. Because money is as important as molecules in the environment, science is joined with politics, history, and psychology to provide the briefing needed to comprehend the 21st century.

Extensive back matter, including a glossary, bibliography, and index, as well as numerous references to websites, provides further resources.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.3.e. APPROVE AGREEMENT WITH ANTI-DEFAMATION LEAGUE(ADL) TO PROVIDE HATE & HARMONY: ANTI-BIAS WORKSHOPS FOR OAK PARK HIGH SCHOOL STUDENTS**

**ACTION**

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**ISSUE:** Shall the Board of Education approve an agreement with ADL to Provide Hate & Harmony: Anti-Bias Workshops for Oak Park High School Students.

**BACKGROUND:** Anti-bias education is an approach to teaching and learning designed to increase understanding of differences and their value to a respectful and civil society and to actively challenge bias, stereotyping and all forms of discrimination in schools and communities. It incorporates inclusive curriculum that reflects diverse experiences and perspectives, instructional methods that advance all students' learning, and strategies to create and sustain safe, inclusive and respectful learning communities.

Oak Park High School would like to provide Hate & Harmony: Anti-Bias Workshops facilitated by ADL trained facilitators to engage small groups of students (30-35) in 90-minute lessons. These lessons will be delivered to every student in grades 9 through 11 through workshops held during the English classes at OPHS. For grade 12 students the workshop will be a part of the senior retreat to be held at the Brandeis Bardin Institute in January 2020.

**FISCAL IMPACT:** The total cost to ADL of the 44 student workshops and 2 adult workshops is: \$51,785. The District will pay \$10,000 for the training imparted to grades 9 through 11 and \$7,040 will be funded from the \$25 per participant fee added to the senior retreat costs. ADL will seek sponsorship to cover the balance \$34,745.

**ALTERNATIVES:**

1. Approve an agreement with ADL to Provide Hate & Harmony: Anti-Bias Workshops for Oak Park High School Students.
2. Do not approve the agreement with ADL.

**RECOMMENDATION:** Alternative #1

Prepared by: Jay Greenlinger, Director of Curriculum and Instruction

Respectfully submitted,

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Anthony W. Knight Ed.D.,  
Superintendent



**BOARD MEETING, NOVEMBER 19, 2019**

**Approve an agreement with ADL to Provide Hate & Harmony:  
Anti-Bias Workshops for Oak Park High School Students**

**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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



## Hate & “Harmony”

### 1.5 Hour Anti-Bias 101 for High School

October 29, 2019

#### PROGRAM DESCRIPTION

ADL’s A World of Difference® Institute provides schools and communities with customized workshops and activities to meet each client’s unique objectives. The purpose of this project is to increase awareness of the role identity plays in how one sees the world and to develop understanding about the impact of trying to hide aspects of one’s identity. This understanding builds empathy toward others who feel unsafe disclosing aspects of their identity and increases motivation to explore personal and institutional factors that contribute to a safe, respectful environment. After exploring identity and building empathy, OPHS leadership can decide if participants will focus on:

- equipping students with the information and skills to understand the gravity and impact of select symbols with a history of hate OR
- learning strategies to respond effectively and appropriately to bias incidents in the future.

#### NEED

Safe and respectful school environments are essential in order for student learning to take place, and students can be powerful resources available to schools in achieving and maintaining such environments. Understanding our identities and the ways they are impacted through hate and nurtured through “harmony” (this year’s Awareness Week theme) is one aspect of every school’s efforts to continuously improve campus climate.

#### A WORLD OF DIFFERENCE™ GOALS\*

- To create a respectful, inclusive and safe learning environment and community
- To build understanding of the value and benefits of diversity
- To improve intergroup relations
- To eradicate all forms of bigotry - both explicit and implicit
- To encourage personal responsibility in the promotion of justice and equity

#### PROGRAM LEARNING OBJECTIVES\*

*Participants will...*

- Develop their awareness of the multiple dimensions of personal and group identities.
- Identify experiences that have consciously and unconsciously shaped their identity, assumptions about other people and their world view.
- Increase their understanding of the links between identity and bias.

AND EITHER

- increase their capacity to recognize and acknowledge hate symbols and the impact they can have on themselves and in others.

OR

- Develop and use a variety of responses to challenge bias incidents.

*\*The goals and objectives of this program will be tailored to meet the needs of the district based on a needs assessment process conducted in advance of the training program.*

## LOGISTICS

Oak Park High School has built a plan to engage small groups of students (30-35) in 90-minute, ADL-facilitated anti-bias workshop on understanding hate & “harmony’s” impacts on identity. This plan will reach every student 9-12 with this workshop. Students will be reached through either their English section (grades 9-11) or Annual Retreat (grade 12). Each workshop will be co-facilitated by two ADL-trained facilitators.

Pending the availability of facilitators, 36 sessions (6 per day, 2 per period) will take place January 27-31 and February 3. These sessions will be at OPHS during the English period for grades 9-11.

8 sessions (4 per day, 2 per time slot) will take place January 23 & 30 during the Senior Retreat at the Brandeis Bardin Institute.

In addition to the 47 student workshops, OPHS may want to consider offering 2 parent/caregiver workshops on the same days. Previous schools have hosted these workshops before school, during lunch, or after school. This has also been used as an opportunity for other staff/faculty to experience the workshop beyond the English department.

## PROJECT COSTS

The total value and cost to ADL of the 44 student workshops and 2 adult workshops is: \$51,785

The amount OPUSD intends to commit is: \$17,040\*

The amount ADL will need to secure to deliver this project: \$34,745

*\*This amount is the \$10,000 district commitment plus \$7,040 derived from the \$25 per participant fee added to the senior retreat costs, less 12% anticipated waived fee for students.*

## SUGGESTED TRAINING ACTIVITIES

All programs are interactive and utilize a variety of training modalities, including small and large group discussions, case studies, video presentations and collaborative problem-solving.

### Pre-Workshop: Creating Ground Rules

15-20 min.

*[If you already have school-wide guidelines for respectful discussion, we can discuss alternatives to this process.]*

It is important for students to be primed for the workshop – typically, this happens in small groups in the classroom. Staff, guided by talking points from school leadership, help students enter the workshop space prepared to be focused on the topic at hand. As it is a short session, this pre-work helps facilitators to dive into the meat of a challenging discussion.

As a school, define for your students the reason for the guest-facilitated lesson and help staff share that reason with students. Then, establish “ground rules” or “community agreements” with students in each class.

[Establishing a Safe Learning Environment](#) is a guide teachers can use to gather the ground rules with the class in advance of the workshop. If teachers have any questions about implementing this activity, they are welcome to reach out to me!

Once all classes have completed this activity, we can aggregate the responses to create school-wide guidelines. These will be introduced at the beginning of each workshop.

### Hate & Harmony: Anti-Bias Workshop

90 min.

- **2 min | Introduction.** An opportunity for the teacher to review the pre-workshop discussion and set the stage for a respectful classroom where the facilitators will take the lead.
- **5 min | Ground Rules.** Facilitators will begin by reviewing the ground rules and quickly building trust within the group.
- **40 min | Identity & Inclusion.** Facilitators will start with an overview of identity and explore the ways in which identity shapes our worldview and our experiences. Concepts will include the way bias targets identity and how students react to being targeted.
- **30 min | The Impact of Symbols OR Strategies to Respond to Bias.** See potential learning objectives for either of these segments above. The Impact of Symbols will touch upon hate symbols, their histories, and their impacts. Strategies to Respond to Bias will utilize real case studies and engage students in developing effective, multi-stakeholder responses.
- **13 min | Commitment & Evaluation.** All students will be asked to share feedback on this workshop and leave the room having committed to one thing they will do differently as a result of the discussion.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.3.f. APPROVE CALIFORNIA PARTNERSHIP FOR ACHIEVING  
STUDENT SUCCESS MEMBER INSTITUTION MOU**

ACTION

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**ISSUE:** Shall the Board approve the California Partnership for Achieving Student Success (CAL-PASS) Member Institution MOU?

**BACKGROUND:** Oak Park Unified School District participates as a consortium member in the Strong Workforce Program, the newest iteration of CTE funding. One of the requirements for receiving this funding is participation in the Cal-PASS program which is a data sharing agreement with the community colleges. Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12th grade, and through college and the workplace. Individual data is stripped of personally identifiable information before analysis. Data sharing assists educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. The draft Memorandum of Understanding has been included for the Board's information.

**FISCAL IMPACT:** NONE- Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members.

**ALTERNATIVES:**

1. Approve the California Partnership for Achieving Student Success Member Institution MOU?
2. Do not approve the California Partnership for Achieving Student Success Member Institution MOU?

**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 MEETING, NOVEMBER 19, 2019**  
**Approve California Partnership for Achieving**  
**Student Success Member Institution MOU?**  
**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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



## CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

### MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding (“MOU”),  
[Institution Name] Oak Park Unified School District (“Institution”) agrees to become a member institution of the California Partnership for Achieving Student Success (“Cal-Pass Plus”) and to be bound by all terms and conditions of this MOU.

#### RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation (“ERP”) together with San Joaquin Delta College (“SJDC”) and the California Community Colleges Chancellor’s Office (“CCCCO”). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding (“Cal-PASS Plus Members”). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12<sup>th</sup> grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assists educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC’s) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

## ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings as specified below:

“**Cal-PASS Plus Parties**” shall have the meaning assigned to such term in Article 2.

“**Cal-PASS Plus**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**Cal-PASS Plus Data**” means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to time and which data elements have been provided to Cal-PASS Plus.

“**Cal-PASS Plus Members**” shall have the meaning assigned to such term in Recital A.

“**CCCCO**” shall have the meaning assigned to such term in Recital A.

“**ERP**” shall have the meaning assigned to such term in Recital A.

“**FERPA**” shall mean the Family Education Rights and Privacy Act of 1974.

“**Institution**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU Addenda**” shall have the meaning assigned to such term in Section 2.

“**Partner Organizations**” shall mean ERP, SJDC and CCCCCO.

“**SJDC**” shall have the meaning assigned to such term in Recital A.

“**Termination Event**” shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution’s insolvency.

## ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which CAL-PASS Plus Members, ERP, SJDC and CCCCCO (collectively, “**Cal-PASS Plus**”) share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner



consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus (“**MOU Addenda**”). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus’ ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary information from Institution, provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

### **ARTICLE 3. DATA SHARING**

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

#### **A. Confidentiality and Security of Data**

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with all federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.
2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.
3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.
4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.
5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.
6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.
7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus Data provided under this MOU will be required to execute a confidentiality

agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU.

9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Data in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

10. Institution shall ensure that any and all disclosures of Cal-PASS Plus Data comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.

11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.

12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

## **B. Method of Transfer**

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

### **C. Disposition of Data**

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

### **ARTICLE 4. INDEMNIFICATION**

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

### **ARTICLE 5. ENTIRE AGREEMENT**

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

### **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

Institution represents and warrants that:

- 1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.
- 2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.
- 3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.
- 4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.
- 5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

### **ARTICLE 7. ASSIGNMENT**

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

## **ARTICLE 8. SEVERABILITY**

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

## **ARTICLE 9. WAIVER**

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

## **ARTICLE 10. MODIFICATION AND AMENDMENTS**

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

## **ARTICLE 11. TERM**

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

## **ARTICLE 12. TERMINATION**

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing Cal-PASS Plus in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

## **ARTICLE 13. JOINDER OF OTHER CAL-PASS PLUS PARTIES**

Cal-PASS Plus Parties agree that any school district, county office of education, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may

become a party to this MOU by executing a counterpart of this MOU in form substantially similar hereto.

**ARTICLE 14. EXECUTION AND DELIVERY OF MOU**

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the “Authorized Officer” represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

**Authorized Officer Signature:** \_\_\_\_\_

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

**Institution Name:** Oak Park Unified School District

**Print Name:** Dr. Tony Knight

**Title:** Superintendent

**Phone:** 818-735-3206 **Email:** tknight@opusd.org

**MOU Submission**

This MOU may be signed and completed via Echosign by visiting this URL [<https://www.calpassplus.org/CalPASS/Join/NewMou.aspx>], by e-mail to [[dmoynihan@edresults.org](mailto:dmoynihan@edresults.org)] or by US Mail addressed as follows:

Educational Results Partnership  
Attn: Cal-PASS Plus  
428 J Street, Suite 320  
Sacramento, CA 95814

*If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.*

## Designation of Contacts for Cal-PASS Plus

Name of Institution/District: Oak Park Unified School District

**Primary Contact:** This person is responsible for coordinating the Cal-PASS Plus process at your institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.

Name: Dr. Jay Greenlinger

Title: Director of Curriculum and Instruction

Phone Number: 818-735-3271

Email Address: jgreenlinger@opusd.org

**Data Submission Contact:** This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.

Name: Melissa Curtis

Title: Department Secretary, Curriculum and Instruction

Phone Number: 818-735-3272

Email Address: mcurtis@opusd.org

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.4.a. PUBLIC DISCLOSURE AND APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND OAK PARK TEACHERS ASSOCIATION**

ACTION

**ISSUE:** Shall the Board of Education disclose and approve the collective bargaining agreement between the District and Oak Park Teachers Association (OPTA)?

**BACKGROUND:** Local education agencies are required by Government Code Section 3547.5 to publicly disclose provisions of all collective bargaining agreements (CBA) prior to entering into a written agreement. This provision ensures that the public is informed of the associated costs before it becomes binding on the District.

On September 23, 2019, the District and OPTA reached a tentative agreement for 2019-20. The agreement includes:

- Effective July 1, 2019, the current Certificated Salary Schedule will remain the same.
- In the event a secondary teacher is requested by the administration to cover another teachers class, for any reason, the covering teacher shall be paid at the hourly rate of \$25.00 per hour, with a one hour minimum.
- An MOU that provides teachers in grade levels 4-5 with two (2) additional release days to assess students and prepare report cards
- Continuation of the retirement incentive MOU for the 2019-20 school year.

The OPTA membership voted on ratification of this agreement on November 14-15 2019.

The Disclosure of Collective Bargaining Agreement statement required by AB 1200 and GC 3547.5 follows this report. The 2019-2022 OPTA contract is available at the following link: <http://bit.ly/2qW0Q8h>

**FISCAL IMPACT:**

- Increase to \$25 for teacher hourly rate for covering another's teacher class will have a minimal impact, as the variable rate is approximately \$24 per hour.
- Retirement Incentive - Eligible permanent bargaining unit members may elect either a one-time cash incentive of thirty thousand dollars (\$30,000), or a single HMO health benefits package, including vision and dental (at the District's prevailing rate for retirees), not to exceed twelve thousand dollars (\$12,000) annually, for up to five years, or until the retiree reaches their 65th birthday, whichever occurs first. This will need to be included in the 2020-21 Adopted Budget.
- Two (2) additional release days to assess students and prepare report cards in grades 4-5 cost is approximately \$5,800. This is not included in the 2019-20 Adopted Budget.

**ALTERNATIVES:**

1. Approve the 2019-20 Collective Bargaining Agreement between the District and Oak Park Teachers Association.
2. Do not approve the proposed agreement.



**BOARD MEETING, NOVEMBER 19, 2019**

Public Disclosure and Approval of Collective Bargaining  
Agreement Between the District and Oak Park Teachers Association  
Page 2

**RECOMMENDATION:** Alternative No. 1

Prepared by: Leslie Heilbron, Assistant Superintendent, Human Resources  
Adam Rauch, Assistant Superintendent, Business 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oak Park Unified School District

Name of Bargaining Unit: Oak Park Teachers Association

The proposed agreement covers the period:  
 Beginning: 7/1/19  
 Ending: 6/30/20

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: Tuesday, November 19, 2019

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2019-20	Year 2 2020-21	Year 3 2021-22
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 18,886,013	0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
2.	<b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.	.....	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
3.	<b>Other Compensation</b> - Increase/(Decrease) (Stipends, Bonuses, Etc)	.....	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,797,977	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 3,071,551	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 25,755,541	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
7.	<b>Total Number (FTE) of Represented Employees</b>	# 220	# 220	# 220	# 220
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 117,193	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 276	\$ 276	\$ 276	\$ 276
			0.00%	0.00%	0.00%
	-Maximum Daily Rate	\$ 563	\$ 563	\$ 563	\$ 563
			0.00%	0.00%	0.00%
	-Substitute Daily Rate	\$ 120	\$ 120	\$ 120	\$ 120
			0.00%	0.00%	0.00%
9b.	<b>- Annual Health/Welfare Benefit amount per FTE</b>	\$ 14,220	\$ 14,220	\$ 14,220	\$ 14,220
	<input type="checkbox"/> Actual <input type="checkbox"/> Capped		0.00%	0.00%	0.00%

**Please include comments and explanations as necessary:** The Tentative Agreement with OPTA does not include an increase to the salary schedule, or a change to health/welfare benefits. As a result, there is no fiscal impact in the current year, as well as in our two out-years.

Disclosure of Collective Bargaining Agreement  
School District: Oak Park Unified School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

None.

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**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

None

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**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

Reopeners: Class size. There is no other contingency language.

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**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

This agreement will not create or increase deficit financing in the current or future years.

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

None necessary

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**2. How will the ongoing cost of the proposed agreement be funded in future years?**

N/A

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**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

N/A

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**G. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	46,349,575
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$66,000 for a district with less than 1,001 ADA)	\$	1,390,487

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	0
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	239,309
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	1,434,391
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	0
e. Total District Budgeted Unrestricted Reserves	\$	1,673,701

**3. Do Unrestricted reserves meet the state standard minimum reserve amount?**


Yes

No


**H. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 \_\_\_\_\_  
 District Superintendent  
 (Signature)

11/8/2019  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 District Chief Business Official  
 (Signature)

11/8/2019  
 \_\_\_\_\_  
 Date

Disclosure of Collective Bargaining Agreement  
 School District:  Oak Park Unified School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 3/20/2018 )	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	39,969,841	0	0	39,969,841
Remaining Revenues (8100-8799)	6,290,316	0	0	6,290,316
<b>TOTAL REVENUES</b>	<b>46,260,157</b>	<b>0</b>	<b>0</b>	<b>46,260,157</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	22,460,546	0	0	22,460,546
2000 Classified Salaries	7,296,756	0	0	7,296,756
3000 Employees' Benefits	10,619,365	0	0	10,619,365
4000 Books and Supplies	1,328,834	0	0	1,328,834
5000 Services and Operating Expenses	3,783,312	0	0	3,783,312
6000 Capital Outlay	310,542	0	0	310,542
7100-7499 Other	445,306	0	0	445,306
<b>TOTAL EXPENDITURES</b>	<b>46,244,661</b>	<b>0</b>	<b>0</b>	<b>46,244,661</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>15,496</b>	<b>0</b>	<b>0</b>	<b>15,496</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	
<b>OTHER USES AND TRANSFERS OUT</b>	104,914	0	0	104,914
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(89,418)</b>	<b>0</b>	<b>0</b>	<b>(89,418)</b>
<b>BEGINNING BALANCE</b>	671,661			671,661
<b>CURRENT YEAR ENDING BALANCE</b>	<b>582,243</b>	<b>0</b>	<b>0</b>	<b>582,243</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	0	0	0	0
Restricted (9740)	342,934	0	0	342,934
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)		0	0	0
Unappropriated Amounts (9790)	239,309	0	0	239,309

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

**Please include comments and explanations as necessary:** There is no impact due to no salary, or benefit increases.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.4.b. AUTHORIZE REORGANIZATION OF CLERICAL SUPPORT FOR THE ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES, AND THE DIRECTOR OF BOND PROGRAMS, SUSTAINABILITY, MAINTENANCE AND OPERATIONS, AND APPROVE REVISED JOB DESCRIPTIONS AND FUNDING SOURCES**

ACTION

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**ISSUE:** Shall the Board authorize the reorganization of clerical support for the Assistant Superintendent of Business Services, and the Director of Bond Programs, Sustainability, Maintenance and Operations, and approve revised job descriptions and funding sources?

**BACKGROUND:** With the changes in personnel and responsibilities within the Business Services Department and the Measure S Bond Program, which include the hiring of a new Assistant Superintendent of Business Services, increase in bond program responsibilities of the Director of Bond Programs, Sustainability, Maintenance and Operations, and the reduction of direct support from Balfour Beatty, it is appropriate to reorganize the clerical support provided to the Business Services Department and Measure S Bond Program in order to achieve greater efficiency.

Currently, the Business Assistant position provides business office support for the Assistant Superintendent and sustainability, maintenance, and operations support for the Director. This fulltime position is 100% funded from the General Fund. Clerical support provided by the Department Secretary – Bond Facilities Program is currently split between the Assistant Superintendent and the Director. This fulltime position is 100% funded from the Measure S Bond Fund. Rather than having each support position report to two administrators, staff is recommending that the Business Assistant report solely to the Assistant Superintendent in support of business and bond program related responsibilities, and that the Department Secretary report to the Director in support of bond programs, sustainability, maintenance and operations functions. Proposed job description revisions follow for the Board’s review. The proposed job descriptions clarify each position’s responsibilities, however, their placement and range on the Classified Salary Schedule remains unchanged.

In order to accomplish the proposed reorganization, it is necessary to reallocate the funding sources for both positions. It is proposed that funding of the Department Secretary position (Classified Salary Schedule, Range 16), currently 100% funded from the Measure S Bond Fund, be funded 50% from Measure S and 50% from the General Fund. It is proposed that funding of the Business Assistant position (Classified Salary Schedule, Range 20), currently 100% funded from the General Fund, be funded 55% from the General Fund and 45% from Measure S.

**FISCAL IMPACT:** None; the proposed reallocation in funding does not create an increase to the adopted budget of the General Fund or the Measure S Bond Fund.

**BOARD MEETING, NOVEMBER 19, 2019**

**Authorize the reorganization of clerical support for the Assistant Superintendent of Business Services, and the Director of Bond Programs, Sustainability, Maintenance and Operations and approve revised job descriptions and funding sources**

Page 2

- ALTERNATIVES:**
1. Authorize the reorganization of clerical support for the Assistant Superintendent of Business Services, and the Director of Bond Programs, Sustainability, Maintenance and Operations, and approve revised job descriptions and funding sources.
  2. Do not authorize the reorganization of clerical support.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Leslie Heilbron, Assistant Superintendent, Human Resources  
Adam Rauch, Assistant Superintendent, Business 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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT

CLASS TITLE: DEPARTMENT SECRETARY – BOND PROGRAMS, SUSTAINABILITY, MAINTENANCE, AND OPERATIONS

### DEFINITION

This is a 12-month position, 8 hours per day

Salary: Range 16

Under the direction of the Director of Bond Programs, Sustainability, Maintenance, and Operations, organize, coordinate, and oversee the office activities of the Director; perform responsible and varied clerical and secretarial duties to relieve the Director of administrative details; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally.

### DISTINGUISHING CHARACTERISTICS:

The Department Secretary coordinates and oversees the day-to-day operation of the Bond Programs, Sustainability, Maintenance, and Operations department. This position may also function as a receptionist for the district and as such is responsible for public relations and communications.

### EXAMPLES OF DUTIES:

Plans, organizes, coordinates, and oversees assigned district department activities and communication; performs responsible clerical and secretarial duties to relieve the Director of administrative detail; establishes priorities and assures the timely and procedurally correct completion of administrative support, secretarial and clerical assignments, assists with special projects as needed; maintains a calendar for the Director and for district-wide activities, schedules meetings and conferences; may serve as receptionist for the District and as such presents an effective first contact with the public; prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda; coordinates and facilitates communications for the Director; interprets, applies, and explains District policies rules and regulations relating to the specific department; works with department budgets; coordinates and maintains a master facilities usage calendar; receives, sorts, and routes mail; orders office supplies; receives supplies, contacts vendors to order supplies and equipment; establishes and maintains files; compiles statistical data for report generation; maintains records; operates technology necessary to complete the tasks of the assignment; performs other related duties as assigned.

### EMPLOYMENT STANDARDS:

Knowledge of: Office management techniques, modern office methods, practices and equipment; oral and written communications; correct English usage, grammar, spelling, punctuation, vocabulary, and composition; first aid procedures; record keeping methods; word processing, spreadsheet and database usage; proper phone etiquette; public relations skills; interpersonal skills including tact, courtesy, and patience.



JOB DESCRIPTION: DEPARTMENT SECRETARY – BOND PROGRAMS,  
SUSTAINABILITY, MAINTENANCE, AND OPERATIONS

Page 2

Ability to: Plan, organize, coordinate, and oversee day-to-day department activities at an assigned District site; perform responsible secretarial and clerical duties to relieve the Director of administrative detail; establish and revise priorities as needed to accomplish clerical assignments; work independently; makes decisions within the guidelines of the Director and the department; meet schedules and time lines; learn, apply, and explain rules regulations, and policies; plan and organize work; work effectively with other employees and the community; train and provide work direction to others as required from time to time; compile and maintain accurate records and reports; develop and implement new computer applications involving technology as needed; type at 55-60 WPM.

Education and Experience: Any combination equivalent to graduation from high school and one (1) year(s) of responsible secretarial or office management experience. Experience in a public school setting is highly desirable.

**WORKING CONDITIONS:**

District Office environment; subject to demanding timelines and constant interruptions.

## OAK PARK UNIFIED SCHOOL DISTRICT

CLASS TITLE: BUSINESS SERVICES DEPARTMENT ASSISTANT

### DEFINITION

This is a 12-month position, 8 hours per day

Salary: Range 20

Under the direction of the Assistant Superintendent, Business and Administrative Services, performs highly-skilled and complex secretarial and data support duties assigned, utilizing computers and other technology necessary to complete the tasks of the assignment; establishes priorities and organizes workflow and provides accurate, relevant, and responsive information externally and internally; performs a variety of specialized duties involved in the computerized collection, processing, input, verification, analysis, record-keeping and reporting of a variety of District data for student, business information, and bond program systems.

### EXAMPLE OF DUTIES

- Under the direction of the Assistant Superintendent, provides support in planning, organizing, coordinating, and overseeing department activities and communications pertaining to the Business Services Department, including the bond program, and related management functions; performs responsible clerical and secretarial duties;
- Establishes priorities and assures the timely and procedurally correct completion of administrative support, secretarial and clerical assignments, assists with special projects as needed;
- As appropriate, utilizes existing District data systems and software to manage student, business or bond program data, and prepares related reports;
- Ensures the stability, reliability, accuracy and completeness of data, data access, and data quality across the District;
- As appropriate, prepares, maintains and produces reports related to students, staff, attendance, enrollment, grades, demographics, the bond program, and business and financial services;
- Completes reports to local, state and federal agencies, complying with established deadlines;
- As appropriate, provides end-user support to District personnel concerning the student information, business financial, or bond program data systems;
- Prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda, and Board agenda items;
- Understands, applies, and articulates District policies rules and regulations relating to the specific department; works with district and department budgets;
- Establishes and maintains records and files; compiles statistical data for report generation;
- Maintains a calendar for the Assistant Superintendent and for district-wide activities, and schedules meetings and conferences;
- As appropriate, contacts vendors to order and receive supplies, curriculum, texts, materials, services and equipment;
- Opens, sorts, and routes mail;
- May serve as receptionist for the Department and/or the District and as such presents an effective first contact with the public;
- Performs other related duties as assigned.

## JOB DESCRIPTION: BUSINESS SERVICES DEPARTMENT ASSISTANT

Page 2

### **EMPLOYMENT STANDARDS:**

#### **Knowledge of:**

- Effective practices of office organization and management, efficient record keeping methods, use of office equipment and software applications including word processing, database and spreadsheet usage
- Correct English usage, grammar, spelling, punctuation, vocabulary, and composition;
- Proper phone etiquette, public relations and interpersonal skills, including tact, courtesy, and patience.
- Principles, practices, procedures and techniques involved in the collection, processing, input, verification, analysis and reporting of statistical data
- Principles, practices and techniques used in spreadsheets and relational databases, specifically in financial and/or student information systems, as appropriate for the assigned department;
- Data control procedures and data entry operations
- Report writing and statistical record-keeping techniques
- Desktop troubleshooting

#### **Ability to:**

- Plan, organize, coordinate, and oversee day-to-day activities of the assigned department;
- Perform responsible secretarial and clerical duties; communicate effectively orally and in writing;
- Meet schedules and time lines; establish and revise priorities as needed to accomplish assignments;
- Work independently and make decisions within the guidelines of the Assistant Superintendent;
- Establish and maintain cooperative and effective working relationships with others:
- Operate computers and related peripheral equipment:
- Perform a variety of specialized duties involved in the computerized collection, processing, input, verification and analysis of a variety of District data:
- Maintain and analyze District computer systems and databases to meet the data collection, analysis and reporting needs of the District;
- Ability to train others in the proper use of computer software;
- Provide work direction to others as required from time to time;
- Learn, interpret, explain and apply rules, regulations, and policies;
- Compile and maintain accurate records and reports;
- Develop and implement new computer applications involving technology as needed;
- Type at 55-60 WPM.

#### **Education and Experience:**

- High school diploma or equivalent
- Experience in a public school setting is highly desirable
- Financial, bond program and/or student information system experience desirable

### **WORKING CONDITIONS:**

District Office environment subject to frequent interruptions, demanding timelines and contact with District employees and the public; long periods of time at computer keyboard.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.5.a. APPROVE SELECTION OF ANNUAL ORGANIZATIONAL BOARD MEETING – DECEMBER 17, 2019**

ACTION

**ISSUE:** Should the Board of Education select December 17, 2019 at 6:00 p.m., as the date and time for the annual organizational meeting for the Governing Board?

**BACKGROUND:** Pursuant to Education Code Section 35143, the Governing Board of each School District must hold its 2018 Annual Organizational Meeting between December 15 - 25, 2019(inclusive). Within 15 days prior to the date of the Annual Organizational Meeting, districts must notify in writing all members and members-elect of the date and time selected.

Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected.

**ALTERNATIVES:** 1. Approve December 17, 2019 at 6:00 p.m. as the date and time for the annual organizational meeting of the Governing Board.  
 2. Approve another date and time for the annual organizational meeting of the Governing Board.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Alternative No. 1.

Respectfully submitted,

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

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

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

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.6.a. APPROVE AMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION – 1312.1 COMPLAINTS AGAINST DISTRICT EMPLOYEES - First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation – 1312.1 Complaints Against District Employees?

**BACKGROUND:** Board Policy 1312.1 updated to reflect a court decision which held that a district cannot bar criticism of employees at public board meetings, and to add referral of complainants to the appropriate complaint procedures when concerns are expressed at a board meeting or to an individual board member outside a board meeting. Policy includes material formerly in AR regarding reports against employees for child abuse or neglect, and adds circumstances under which complaints should be addressed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 - Nondiscrimination in Employment. Policy also adds material related to the investigation of a complaint, including an anonymous complaint, and includes material formerly in AR regarding appeals to the board. Regulation reorganized and updated to require that complaints be made in writing and to add steps regarding the investigation of the complaint and the notification of the complainant and employee regarding the final decision.

- ALTERNATIVES:**
1. Approve the amendment to Board Policy and Administrative Regulation – 1312.1 Complaints Against District Employees.
  2. Do not amend Board Policy and Administrative Regulation – 1312.1 Complaints Against District Employees.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1312.1(a)

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## Complaints Concerning District Employees

The Governing Board ~~accepts~~ recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

~~responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.~~

~~The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.~~

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

*(cf. 9323 - Meeting Conduct)*

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.

*(cf. 1312.2 - Complaints Concerning Instructional Material)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1312.1(b)

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~~(cf. 3515.2 - Disruptions)~~

(cf. 3555 - Nutrition Program Compliance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4144/4244/4344 - Complaints)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants. ~~The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.~~

## Appeals

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

~~Whenever a formal complaint is made directly to the Governing Board as a whole or to an individual Governing Board member, it shall be referred to the Superintendent for appropriate consideration and action according to administrative regulations.~~

If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with Government Code 54957 unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1312.1(c)

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*(cf. 9321 - Closed Session Purposes and Agendas)*  
*(cf. 9323 - Meeting Conduct)*

The Board's decision shall be final.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*Legal Reference:*

*EDUCATION CODE*

*33308.1 Guidelines on procedure for filing child abuse complaints*

*35146 Closed sessions*

*44031 Personnel file contents and inspection*

*44811 Disruption of public school activities*

*44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

*48987 Child abuse guidelines*

*GOVERNMENT CODE*

*54957 Closed session; complaints re employees*

*54957.6 Closed session; salaries or fringe benefits*

*PENAL CODE*

*273 Cruelty or unjustifiable punishment of child*

*11164-11174.3 Child Abuse and Neglect Reporting Act*

*WELFARE AND INSTITUTIONS CODE*

*300 Minors subject to jurisdiction of juvenile court*

*COURT DECISIONS*

*Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719*

~~*Management Resources:*~~

~~*CDE LEGAL ADVISORIES*~~

~~*0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)*~~

Adopted: 2-22-78

Amended; 10-7-97, 9-21-99, 9-17-02, 11-18-03, 11-19-19



# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 1000

Community Relations

AR 1312.1(a)

## Complaints Concerning District Employees

~~The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.~~

~~(cf. 1312.2—Complaints Concerning Instructional Materials)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 4144/4244/4344—Complaints)~~

~~To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:~~

- ~~1.—~~Every effort should be made to resolve ~~a~~ complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through ~~Whenever possible, the complainant should direct~~ communicatione ~~directly to with~~ the employee ~~in order to resolve concerns whenever possible.~~
- ~~2.—~~ If a complainant is unable or unwilling to resolve the complaint directly with the employee, ~~he/she the complainant~~ may submit an ~~an oral or~~ written complaint to the principal or other ~~employee's~~ immediate supervisor ~~or of the principal~~ employee. Complaints related to a principal or district administrator shall be initially filed in writing with the Superintendent or designee. If the complainant is unable to prepare the complaint in writing, administrative staff shall provide assistance in the preparation of the complaint.
- ~~3.—~~ Complaints not heard by the principal shall not be referred to the Superintendent until the principal has had the opportunity to resolve the complaint.
- ~~4.—~~ All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. ~~If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.~~
- ~~5.—~~ When a written complaint is received, the employee shall be notified within five days or in accordance with collective bargaining agreements.
- ~~6.—~~ A written complaint shall include:
  - ~~a.—~~ The full name of each employee involved,
  - ~~b.—~~ A a brief but specific summary of the complaint and the facts surrounding it,
  - ~~c.—~~ A and a ~~specific~~ description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 1000

Community Relations

AR 1312.1(b)

~~7.—Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.~~

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. When a written complaint is received, the employee who is the subject of the complaint shall be notified within five days or in accordance with the collective bargaining agreement.
2. The principal or other immediate supervisor of the employee shall investigate and attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.
3. Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.
- ~~8.—~~4. ~~Both~~ Either the complainant ~~or~~ and the employee against whom the complaint was made may appeal ~~the a~~ decision. A decision by the principal or immediate supervisor may be appealed to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. ~~Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.~~ Either the complainant or the employee may appeal the Superintendent's decision to the Governing Board.
- ~~9.—~~Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
  5. If the decision is appealed to the Board, the Superintendent or designee shall submit to the Board the following information:
    - a. The full name of each employee involved
    - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
    - c. A copy of the signed original complaint
    - d. A summary of the action taken by the Superintendent or designee; ~~together with his/her specific finding that~~ and the reasons that the problem has not been resolved ~~and the~~

**OAK PARK UNIFIED SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION**

*Series 1000*

*Community Relations*

*AR 1312.1(c)*

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~~reasons~~

~~10. The Board may uphold the Superintendent's decision without hearing the complaint.~~

~~11. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.~~

~~12. A closed session may be held to hear the complaint in accordance with law.~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

~~(cf. 9323—Meeting Conduct)~~

~~13.—The decision of the Board shall be final.~~

~~Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.~~

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

Adopted: 2-22-78

Amended: 10-7-97, 9-21-99, 9-17-02, 5-10, 11-19-19

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.6.b. APPROVE AMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION – 3551 FOOD SERVICE OPERATIONS/CAFETERIA FUND - First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation – 3551 Food Service Operations/Cafeteria Fund?

**BACKGROUND:** Board Policy 3551 updated to reflect NEW FEDERAL REGULATION (84 Fed. Reg. 8247) and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect NEW LAW (AB 3043, 2018) which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

- ALTERNATIVES:**
1. Approve the amendment to Board Policy and Administrative Regulation – 3551 Food Service Operations/Cafeteria Fund.
  2. Do not amend Board Policy and Administrative Regulation – 3551 Food Service Operations/Cafeteria Fund.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 3000*

*Business and Non-Instructional Operations*

*BP 3551(a)*

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## **Food Service Operations/Cafeteria Fund**

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3311 - Bids)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 5030 - Student Wellness)*

The Superintendent or designee shall ensure that ~~all~~ food service ~~personnel~~ director(s) possess the ~~required~~ qualifications ~~required by 7 CFR 210.30 and receive ongoing professional development related to the effective management and implementation~~ California Department of ~~the district's food service program in accordance with law~~ Education (CDE) standards.

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the ~~California Department of Education (CDE)~~ CDE. (42 USC 1776)

## **Meal Sales**

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

*(cf. 3553 - Free and Reduced Price Meals)*

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 3000*

*Business and Non-Instructional Operations*

*BP 3551(b)*

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The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with [BP/AR 3553 - Free and Reduced Price Meals](#), 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public [pursuant to Education Code 49557.5](#).

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees [or a student who is enrolled in the free or reduced-price meal program](#) is not overtly identified, [by the use of special tokens, tickets, or other means and is not](#) shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code [49557, 49557.5](#))

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. ~~Such students shall not be overtly identified or treated differently from other students.~~

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

*(cf. 0415 - Equity)*

*(cf. 3553 - Free and Reduced Price Meals)*

## Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund.(Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

*(cf. 3230 - Federal Grant Funds)*

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

*(cf. 3460 - Financial Reports and Accountability)*

## Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 3000*

*Business and Non-Instructional Operations*

*BP 3551(c)*

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*(cf. 3312 - Contracts)*  
*(cf. 3600 - Consultants)*

## Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

## Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

**Legal Reference:**  
EDUCATION CODE

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3551(d)

38080-38086.1 Cafeteria, establishment and use  
38090-38095 Cafeterias, funds and accounts  
38100-38103 Cafeterias, allocation of charges  
42646 Alternate payroll procedure  
45103.5 Contracts for management consulting services; restrictions  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
~~49554 Contract for services~~  
49550-49564.5 Meals for needy students, especially:  
49550.5 Universal breakfast  
49554 Contract for services  
49580-49581 Food recovery program  
FOOD AND AGRICULTURE CODE  
58595 Preference for California-grown agricultural products  
HEALTH AND SAFETY CODE  
113700-114437 California Retail Food Code  
PUBLIC CONTRACT CODE  
2000-2002 Responsive bidders  
20111 Contracts  
CODE OF REGULATIONS, TITLE 5  
15550-15565 School lunch and breakfast programs  
UNITED STATES CODE, TITLE 42  
1751-1769j School lunch programs  
1771-1791 Child nutrition, including:  
1773 School breakfast program  
CODE OF FEDERAL REGULATIONS, TITLE 2  
200.56 Indirect costs, definition  
200.~~318~~317-200.326 Procurement standards  
200.400-200.475 Cost principles  
200 Appendix VII Indirect cost proposals  
CODE OF FEDERAL REGULATIONS, TITLE 7  
210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program  
250.1-250.70 USDA foods

## **Management Resources:**

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

~~Clarification for the Use of Alternate Meals in the National School Lunch Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges~~ Procuring and School Breakfast Programs, Monitoring of Food Service



# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 3000

Business and Non-Instructional Operations

BP 3551(e)

*Management Contracts, NSD Management Bulletin, ~~USDA-SNP-0613-2015, May 2015~~*

*Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013*

*~~Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012~~*

*Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000*

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

*FAQs About School Meals*

*~~Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017~~*

*~~Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016~~*

*~~Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016~~*

*~~Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016~~*

*Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP ~~24-2016, February 2016~~ 638-2017, June 2017*

*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, May 2017*

*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*

*Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016*

*Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016*

*Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*

WEB SITES

*California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>*

*California School Nutrition Association: <http://www.calsna.org>*

*U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

Adopted: 9-17-02

Amended: 2-17-04, 5-20-08, 8-16-11, 2-20-14, 8-15-17, 4-17-18, 11-19-19

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3551(a)*

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## **Food Service Operations/Cafeteria Fund**

### **Payments for Meals**

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

*(cf. 1113 - District and School Web Sites)*

*(cf. 5145.6 - Parental Notifications)*

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports **his/her tickets** a **ticket** as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the

## OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3551(b)*

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Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft,~~ and shall open a new account ~~with a new account number~~ as appropriate for a student ~~who whose account appears to be the subject of identity theft~~ have been misused.

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

*(cf. 3580 - District Records)*

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded upon written request to the student's parents/guardians.

### Unpaid and Delinquent Meal Charges

Parents/guardians shall be notified whenever their student's account has a negative balance. Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice. At the middle and high schools the staff will alert the student at the point of sale if the student's account balance is running low. In cases of continual nonpayment of a student account or of a student account repeatedly in arrears, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3551(c)*

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The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

## Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

## Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

*(cf. 3510 - Green School Operations)*

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

## Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, ~~38091~~38093)

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

The cafeteria fund shall be used only for those expenditures authorized by the Board as

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 3000

Business and Non-Instructional Operations

AR 3551(d)

necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

*(cf. 3110 - Transfer of Funds)*

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (27 CFR 210.14, 220.147)

## U.S. Department of Agriculture Foods

The ~~Superintendent or designee~~ district shall ~~ensure that~~ provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14) ~~are handled, stored, and distributed in facilities which: (7-CFR 250.14)~~

- ~~1. — Are sanitary and free from rodent, bird, insect, and other animal infestation~~
- ~~2. — Safeguard foods against theft, spoilage, and other loss~~
- ~~3. — Maintain foods at proper storage temperatures~~
- ~~4. — Store foods off the floor in a manner to allow for adequate ventilation~~
- ~~5. — Take other protective measures as may be necessary~~

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3551(e)*

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USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

## Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16) Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

*(cf. 3312 - Contracts)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 3600 - Consultants)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointments and Conditions of Employment)*

Adopted: 9-17-02

Amended: 11-07, 2-14, 8-15-17, 4-17-18, 11-19-19

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.6.c. APPROVE ADOPTION OF NEW BOARD POLICY –  
 4119.24/4219.24/4319.24 MAINTAINING APPROPRIATE ADULT-  
 STUDENT INTERACTIONS - First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the proposed adoption of new Board Policy – 4119.24/4219.24/4319.24 Maintaining Appropriate Adult-Student Interactions?

**BACKGROUND:** New Board Policy 4119.24/4219.24/4319.24 addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.

- ALTERNATIVES:**
1. Approve the adoption of new Board Policy – 4119.24/4219.24/4319.24 Maintaining Appropriate Adult-Student Interactions.
  2. Do not adopt new Board Policy – 4119.24/4219.24/4319.24 Maintaining Appropriate Adult-Student Interactions.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 4000*

*Personnel*

*BP 4119.24, 4219.24, 4319.24(a)*

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## **Maintaining Appropriate Adult-Student Interactions**

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

*(cf. 5145.7 - Sexual Harassment)*

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

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

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

*(cf. 4117.7/4317.7 - Employment Status Reports)*



# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 4000*

*Personnel*

*BP 4119.24, 4219.24, 4319.24(b)*

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*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

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

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

*(cf. 1113 - District and School Web Sites)*

*(cf. 5145.6 - Parental Notifications)*

## Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

*(cf. 4040 - Employee Use of Technology)*

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

## OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 4000*

*Personnel*

*BP 4119.24, 4219.24, 4319.24(c)*

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7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students
8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

### Legal Reference

#### EDUCATION CODE

*44030.5 Employment status reports*

*44050 Employee code of conduct; employee interactions with students*

*44242.5 Reports and review of alleged misconduct*

*44940 Sex offenses and narcotic offenses; compulsory leave of absence*

*48980 Parental notifications*

#### PENAL CODE

*11164-11174.3 Child Abuse and Neglect Reporting Act*

#### CODE OF REGULATIONS, TITLE 5

*80303 Reports of change in employment status, alleged misconduct*

*80304 Notice of sexual misconduct*

Adopted: 10-15-19

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**SUBJECT: B.6.d. APPROVE AMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION – 6142.2 WORLD LANGUAGE INSTRUCTION - First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation – 6142.2 World Language Instruction?

**BACKGROUND:** Board Policy 6142.2 and regulation retitled to be consistent with terminology used in the Education Code pursuant to NEW LAW (AB 2319, 2018). Policy and regulation updated to reflect NEW STATE CONTENT STANDARDS for world language instruction adopted by the State Board of Education in January 2019. Policy also reflects University of California guidance stating that American Sign Language courses may be used to satisfy world language coursework requirements for college admission, and reflects state regulations which require districts to establish a process for receiving and responding to input from parents/guardians and other stakeholders regarding the world language in which instruction will be provided in any program sufficient to produce proficiency in a world language. Regulation also reflects state regulation requiring districts to establish a process for receiving and responding to parent/guardian requests to establish a language acquisition program not currently offered at the school.

- ALTERNATIVES:**
1. Approve the amendment to Board Policy and Administrative Regulation – 6142.2 World Language Instruction.
  2. Do not amend Board Policy and Administrative Regulation – 6142.2 World Language Instruction.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6142.2(a)

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## World/~~Foreign~~ Language Instruction

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

~~6141.6 – Multicultural Education)~~

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

For any program designed to provide students with instruction in a language other than English to a degree sufficient to produce proficiency in that language, the Superintendent or designee shall establish a process for schools to receive and respond to input from parents/guardians and other stakeholders regarding the non-English language in which instruction will be provided. (5 CCR 11300, 11312)

If American Sign Language courses are offered, they shall be open to all students regardless of hearing status.

~~(cf. 6174 – Education for English Learners)~~

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

*(cf. 6011 - Academic Standards)*

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

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

*(cf. 6143 - Courses of Study)*

The district may establish a dual-language immersion program that provides integrated language

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Instruction

BP 6142.2(b)

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learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

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

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

~~*(cf. 5126 - Awards for Achievement)*~~

~~*6146.1 - High School Graduation Requirements)*~~

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

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

*(cf. 1240 - Volunteer Assistance)*

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

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

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

*(cf. 4131 - Staff Development)*

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

~~*(cf. 05006146.1 - High School Graduation Requirements)*~~

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

The district shall determine appropriate measures to assess student proficiency in world languages offered by district schools. Students who have attained a high level of proficiency may receive recognition for their achievement, including the State Seal of Biliteracy for students graduating from high school.

*(cf. 5126 - Awards for Achievement)*

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6142.2(c)

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

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

## **Legal Reference:**

### EDUCATION CODE

300-3101 Education for English learners

42238.02 Local control funding formula; class size requirements–

44253.1-44253.11 Qualifications of teachers of English learners–

44256-44257 Credential requirements, including teachers of ~~foreign~~ world language–

48980 Parental notifications

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

51220 Courses of study, grades 7-12

51225.3 High school graduation requirements

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

60119 Public hearings, instructional materials

60605.3 Content standards for world language instruction

60605.5 Revision of state standards for world language instruction

### CODE OF REGULATIONS, TITLE 5

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

11300-11316 Multilingual and English learner education

## **Management Resources:**

### ~~CALIFORNIA SCHOOL BOARDS ASSOCIATION~~ CSBA PUBLICATIONS

~~Proposition 58 Regulations, Fact Sheet, August 2018~~

~~English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018~~

~~English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014~~

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Two-Way Language Immersion Program~~ Multilingual FAQ

~~World Language Content~~ Languages Framework for California Public Schools, Kindergarten Through Grade Twelve

California Spanish Assessment Fact Sheet, March 2019

World Languages Standards for California Public Schools, Kindergarten Through Grade Twelve, ~~adopted~~ January 7, 2009-2019

~~Foreign Language Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003–~~ California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs

*and Practices for English Learners, 2017*

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CENTER FOR APPLIED LINGUISTICS PUBLICATIONS

*Guiding Principles for Dual Language Education, Second Edition, 2007*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

*CL-622 Serving English Learners*

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

*21st Century Skills Map: World Languages, January 2011*

UNIVERSITY OF CALIFORNIA PUBLICATIONS

*A-G Policy Resource Guide*

WEB SITES

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

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

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

California Association for Bilingual Education: ~~<http://www.gocabe.org>~~ <http://www.gocabe.org>

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

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

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

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

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

National Education Association, Partnership for 21st Century Skills:

<http://www.nea.org/home/34888.htm>

University of California, ~~a-g Course Approval: <http://www.ucop.edu/agguide>~~ A-G Policy Resource Guide:

<http://www.ucop.edu/agguide>

Adopted: 6-9-09,

Amended: 8-30-17, 11-19-19

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## World/~~Foreign~~ Language Instruction

### Content of Instruction

The district's instructional program for world languages shall be designed to help students gain knowledge about ~~new~~ language systems, ~~develop a cultural understanding~~, and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

~~1. Content: Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.~~

~~(cf. 6011—Academic Standards)~~

12. Communication: Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages, ~~including:-~~

- a. Language functions, which describe the purposes to which language is used in culturally appropriate real-world communication
- b. The setting in which the language is used, which includes using language both within and beyond the classroom to interact in local communities and abroad
- c. The structures used to convey meaning

~~32. Cultures: Students shall receive instruction that allows them to interact, with competence and understanding, with those who are native to the language in a variety of real-world settings. make connections and comparisons between language and culture.~~

~~(cf. 6142.94 - History/Social Science Instruction)~~

~~4. Structures: The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.~~

~~5. Settings: To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context or setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.~~

3. Connections: Students shall receive instruction that builds, reinforces, and expands their knowledge of other disciplines using the language to develop critical thinking and problem-



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solving skills, and to access and evaluate information and diverse perspectives readily or only available through the language and its cultures, in order to function in real-world, academic and career-related settings.

*(cf. 6011 - Academic Standards)*

If a school does not currently offer a dual-language immersion program but the parents/guardians of 30 or more students at the school, or 20 or more students at the same grade level, request the establishment of such a program, the district shall determine whether it is possible to offer such a program in accordance with 5 CCR 11311.

Adopted 8-30-17

Amended: 11-19-19

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.6.e. APPROVE AMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION – 6174 EDUCATION FOR ENGLISH LEARNERS - First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy and Administrative Regulation – 6174 Education for English Learners?

**BACKGROUND:** Board Policy 6174 updated to reflect NEW LAW (AB 2735, 2018) which prohibits districts from denying English learners the opportunity to enroll in core curricular courses or courses needed for middle school promotion, high school graduation, or college admission. Policy also adds requirement to annually designate a district and site coordinator to oversee administration of the English Language Proficiency Assessments for California (ELPAC). Regulation reflects NEW STATE REGULATION (Register 2019, No. 1) which establishes a timeframe for notifying parents/guardians of their child's ELPAC test results when the results are received from the test contractor after the last day of instruction for the school year.

- ALTERNATIVES:**
1. Approve the amendment to Board Policy and Administrative Regulation – 6174 Education for English Learners.
  2. Do not amend Board Policy and Administrative Regulation – 6174 Education for English Learners.

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

Respectfully submitted,

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

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

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

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## **Education For English Learners**

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6171 - Title I Programs)*

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full load of courses specified in item #1 above
3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

*(cf. 0415 - Equity)*  
*(cf. 6141.4 - International Baccalaureate Program)*  
*(cf. 6141.5 - Advanced Placement)*

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The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. [The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.](#)

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

~~English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, emphasize inquiry-based learning and critical thinking skills, and provide students with access to the full educational program.~~

## Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Learners)*

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

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Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

~~To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.~~

## Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency ~~and needs in the areas of listening, speaking, reading, and writing in English~~ using the state's English Language Proficiency Assessments for California (ELPAC). ~~To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.~~

Once identified as an English learner, a student shall be annually assessed for language proficiency until ~~he/she~~the student is reclassified based on criteria specified in the accompanying administrative regulation.

~~In addition,~~ English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

*(cf. 6162.51 - State Academic Achievement Tests)*

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

*(cf. 6162.5 - Student Assessment)*

## Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language

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development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. ~~The district may offer a~~ A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

*(cf. 6142.2 - World/~~Foreign~~ Language Instruction)*

2. ~~The district may offer a~~ A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

*(cf. 6151 - Class Size)*

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. ~~He/she~~ The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students

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enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

*(cf. 5145.6 - Parental Notifications)*

~~Parents/guardians of English learners~~ Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

## Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

## Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP

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7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

## Legal Reference:

### EDUCATION CODE

300-340 English language education, especially:  
305-310 Language acquisition programs  
313-313.5 Assessment of English proficiency  
430-446 English Learner and Immigrant Pupil Federal Conformity Act  
33050 State Board of Education waiver authority  
42238.02-42238.03 Local control funding formula  
44253.1-44253.11 Qualifications for teaching English learners  
48980 Parental notifications  
48985 Notices to parents in language other than English  
52052 Accountability; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
52160-52178 Bilingual Bicultural Act  
56305 CDE manual on English learners with disabilities  
60603 Definition, recently arrived English learner  
60640 California Assessment of Student Performance and Progress  
~~60810~~60811-60812 Assessment of English language development  
62002.5 Continuation of advisory committee after program sunsets

### CODE OF REGULATIONS, TITLE 5

854.1-854.3 CAASPP and universal tools, designated supports, and accommodations  
854.9 CASSPP and unlisted resources for students with disabilities  
11300-11316 English learner education  
~~11510-11517.5 California English Language Development Test~~  
11517.6-11519.5 English Language Proficiency Assessments for California

### UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility  
1701-1705 Equal Educational Opportunities Act  
6311 Title I state plan  
6312 Title I local education agency plans  
6801-7014 Title III, language instruction for English learners and immigrant students  
7801 Definitions

### CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited  
200.16 Assessment of English learners

### COURT DECISIONS

Valeria O. v. Davis, (2002) 307 F.3d 1036  
California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141  
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196



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*Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698*  
ATTORNEY GENERAL OPINIONS  
*83 Ops.Cal.Atty.Gen. 40 (2000)*

## Management Resources:

### CSBA PUBLICATIONS

*English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018*

*English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017*

*English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016*

*English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016*

*English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014*

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California Practitioners' Guide for Educating English Learners with Disabilities, 2019*

*California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018*

*Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017*

*Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017*

*Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015*

*Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015*

*English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014*

*Common Core State Standards for Mathematics, rev. 2013*

*English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012*

### THE EDUCATION TRUST- WEST PUBLICATIONS

*Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018*

*Unlocking Learning: Science as a Lever for English Learner Equity, January 2017*

### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017*

*Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017*

*English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016*

*English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016*

*Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015*

### WEB SITES

CSBA: <http://www.csba.org> ~~California~~ [org](http://www.csba.org)

California Association for Bilingual Education: <http://www.gocabe.org>

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

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <http://west.edtrust.org>

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*U.S. Department of Education: <http://www.ed.gov>*

Adopted: 9-17-02

Amended: 8-24-04, 4-9-13, 12-11-18, [11-19-19](#)

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 6000

Instruction

AR 6174(a)

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## Education For English Learners

### Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English ~~in his/her~~at home from early childhood and English has been ~~his/her~~the primary means of concept formation and communication. (Education Code 306)

### Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR ~~11511~~11518.5)

Each year after a student is identified as an English learner and until ~~he/she~~the student is

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redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

~~The Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be administered~~ conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. ~~Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.~~

~~Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)~~

*(cf. 6159 - Individualized Education Program)*

*(cf. 6162.51 - State Academic Achievement Tests)*

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

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor. ~~or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year.~~ (Education Code 52164.1; 5 CCR ~~11511.5~~11518.15)

*(cf. 5145.6 - Parental Notifications)*

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of ~~his/her child's~~ the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be,

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participating, including a description of all of the following:

- a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
  - b. The manner in which the program will meet the educational strengths and needs of the student
  - c. The manner in which the program will help the student develop ~~his/her~~ English proficiency and meet age-appropriate academic standards for grade promotion and graduation
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
  - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
  5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
  6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
  7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

## Language Acquisition Programs

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 6000*

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*AR 6174(d)*

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student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
  - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
  - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
  - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
  - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program

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includes instruction in a language other than English

3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught.

The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

## Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speaker
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The ~~measures~~procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

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1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian ~~opinion and consultation~~involvement, including:

~~The Superintendent or designee shall provide the parent/guardian with notice and~~

- a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and ~~of his/her~~the parent/guardian's opportunity to participate
  - b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process ~~and shall encourage his/her involvement in the process.~~
4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether ~~the student needs~~ any additional academic support ~~is~~ needed.

## Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for



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English learners

4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6020 - Parent Involvement)*

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

## LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

*(cf. 0460 - Local Control and Accountability Plan)*

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Adopted: 9-17-02

Amended: 11-12, 8-18-15, 12-11-18, 11-19-19

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: B.6.f. APPROVE AMENDMENT TO BOARD POLICY – 6179**  
**SUPPLEMENTAL INSTRUCTION - First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the proposed amendment to Board Policy – 6179 Supplemental Instruction?

**BACKGROUND:** Board Policy 6179 updated to reflect current law requiring the provision of remedial instruction to students who are recommended for retention or are identified as being at risk for retention. Policy also deletes reference to federal Title I program improvement which is no longer operational, and clarifies that schools identified for comprehensive or targeted school improvement may, but are not required to, offer supplemental instruction.

**ALTERNATIVES:** 1. Approve the amendment to Board Policy – 6179 Supplemental Instruction.  
 2. Do not amend Board Policy – 6179 Supplemental Instruction.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6179(a)

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## Supplemental Instruction

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*  
*(cf. 6164.5 - Student Success Teams)*

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6177 - Summer Learning Programs)*

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

~~*(cf. 1020 - Youth Services)*~~

When determined to be necessary by the principal or designee **and when written parent/guardian consent is obtained for the student's participation**, a student may be required to participate in supplemental instruction outside the regular school day. ~~In such cases, written parent/guardian consent shall be obtained for the student's participation.~~

Supplemental instruction shall be offered to students ~~in grades 2-9 who have been retained or~~ **who are recommended for retention, or are identified as being at risk for retention**, at their current grade level. (Education Code ~~37252.2,~~ 48070.5)

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6179(b)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6162.51 - State Academic Achievement Tests)*

~~The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.~~

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~

~~*(cf. 0520.3 - Title I Program Improvement Districts)*~~

In addition, supplemental instruction may be offered to:

~~1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators~~

~~*(cf. 5121 - Grades/Evaluation of Student Achievement)*~~

~~*(cf. 6162.51 - State Academic Achievement Tests)*~~

1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

*(cf. 6142.6 - Visual and Performing Arts Education)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

2. High school students who need support to successfully complete courses required for graduation

## **Legal Reference:**

### EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

~~37252-37254.1 Supplemental instruction, summer school~~

42238.01-42238.075 Local control funding formula

46100 Length of school day

48070-48070.56 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

~~60640-60649 California Assessment of Student Performance and Progress~~

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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BP 6179(c)

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~~60850-60859 High school exit examination, especially:  
60851.5 Suspension of high school exit examination~~

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

~~6316 Program improvement schools~~

6311 State plan

## **Management Resources:**

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016-~~

~~WEB [SITES/CSBASITES](#)~~

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

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

~~U.S. Department of Education: <http://www.ed.gov>~~

Adopted: 9-17-02

Amended: 6-17-03, 11-16-04, 2-21-06, 9-18-07, 5-20-08, 4-8-14. 11-19-19

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: VII.1. MONTH 2 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 Month 2 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. 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  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Month 2: September 2, 2019 - September 27, 2019

	Enrollment Comparison			ADA Comparison			ADA Comparison		
	2019-20	2018-19	Variance	2019-20	2018-19	Variance	2019-20	2018-19	Variance
<b>BES</b>									
K	107	96	11	102.79	94.53	8.26	96.07%	98.47%	-2.40%
1	79	84	(5)	77.47	80.59	(3.12)	98.06%	95.94%	2.12%
2	103	85	18	99.84	82.76	17.08	96.93%	97.36%	-0.43%
3	93	81	12	88.79	78.24	10.55	95.47%	96.59%	-1.12%
4	93	99	(6)	90.74	96.65	(5.91)	97.57%	97.63%	-0.06%
5	113	125	(12)	108.53	121.00	(12.47)	96.04%	96.80%	-0.76%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>588</b>	<b>570</b>	<b>18</b>	<b>568.16</b>	<b>553.77</b>	<b>14.39</b>	<b>96.63%</b>	<b>97.15%</b>	<b>-0.53%</b>
<b>OHES</b>									
K	101	93	8	97.16	89.59	7.57	96.20%	96.33%	-0.14%
1	81	87	(6)	78.68	82.29	(3.61)	97.14%	94.59%	2.55%
2	79	83	(4)	77.84	80.82	(2.98)	98.53%	97.37%	1.16%
3	81	78	3	78.74	75.76	2.98	97.21%	97.13%	0.08%
4	80	96	(16)	78.32	93.41	(15.09)	97.90%	97.30%	0.60%
5	94	98	(4)	92.00	96.35	(4.35)	97.87%	98.32%	-0.44%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>516</b>	<b>535</b>	<b>(19)</b>	<b>502.74</b>	<b>518.22</b>	<b>(15.48)</b>	<b>97.43%</b>	<b>96.86%</b>	<b>0.57%</b>
<b>ROES</b>									
K	128	117	11	123.95	113.88	10.07	96.84%	97.33%	-0.50%
1	108	86	22	103.95	84.24	19.71	96.25%	97.95%	-1.70%
2	84	86	(2)	82.21	84.29	(2.08)	97.87%	98.01%	-0.14%
3	84	107	(23)	82.95	104.35	(21.40)	98.75%	97.52%	1.23%
4	112	97	15	109.16	95.00	14.16	97.46%	97.94%	-0.47%
5	94	97	(3)	91.05	95.53	(4.48)	96.86%	98.48%	-1.62%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>610</b>	<b>590</b>	<b>20</b>	<b>593.27</b>	<b>577.29</b>	<b>15.98</b>	<b>97.26%</b>	<b>97.85%</b>	<b>-0.59%</b>
<b>MCMS</b>									
6	368	352	16	362.05	347.65	14.40	98.38%	98.76%	-0.38%
7	354	350	4	346.16	343.00	3.16	97.79%	98.00%	-0.21%
8	358	384	(26)	349.58	376.53	(26.95)	97.65%	98.05%	-0.41%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>1,080</b>	<b>1,086</b>	<b>(6)</b>	<b>1,057.79</b>	<b>1,067.18</b>	<b>(9.39)</b>	<b>97.94%</b>	<b>98.27%</b>	<b>-0.32%</b>
<b>OPHS</b>									
9	391	402	(11)	383.95	394.47	(10.52)	98.20%	98.13%	0.07%
10	393	401	(8)	384.11	388.65	(4.54)	97.74%	96.92%	0.82%
11	382	369	13	371.21	356.24	14.97	97.18%	96.54%	0.63%
12	350	384	(34)	339.47	366.12	(26.65)	96.99%	95.34%	1.65%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>1,516</b>	<b>1,556</b>	<b>(40)</b>	<b>1,478.74</b>	<b>1,505.48</b>	<b>(26.74)</b>	<b>97.54%</b>	<b>96.75%</b>	<b>0.79%</b>
<b>OVHS</b>									
10-12	36	36	-	34.59	32.43	2.16	96.08%	90.08%	6.00%
<b>OPIS</b>									
K-12	163	209	(46)	159.37	205.47	(46.10)	97.77%	98.31%	-0.54%
<b>Other***</b>	1	3	(2)	2.29	2.1	0.19			
<b>Total</b>	<b>4,510</b>	<b>4,585</b>	<b>(75)</b>	<b>4,396.95</b>	<b>4,461.94</b>	<b>(64.99)</b>	<b>97.49%</b>	<b>97.32%</b>	<b>0.18%</b>

Year to Date August 6, 2019 - September 27, 2019

	Enrollment Comparison			ADA Comparison			ADA Comparison		
	2019-20	2018-19	Variance	2019-20	2018-19	Variance	2019-20	2018-19	Variance
<b>BES</b>									
K	107	96	11	103.61	94.37	9.24	96.83%	98.30%	-1.47%
1	79	84	(5)	77.74	81.66	(3.92)	98.41%	97.21%	1.19%
2	103	85	18	99.03	83.69	15.34	96.15%	98.46%	-2.31%
3	93	81	12	88.34	78.37	9.97	94.99%	96.75%	-1.76%
4	93	99	(6)	90.50	96.66	(6.16)	97.31%	97.64%	-0.32%
5	113	125	(12)	108.55	121.57	(13.02)	96.06%	97.26%	-1.19%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>588</b>	<b>570</b>	<b>18</b>	<b>567.77</b>	<b>556.32</b>	<b>11.45</b>	<b>96.56%</b>	<b>97.60%</b>	<b>-1.04%</b>
<b>OHES</b>									
K	101	93	8	96.13	89.43	6.70	95.18%	96.16%	-0.98%
1	81	87	(6)	79.05	83.71	(4.66)	97.59%	96.22%	1.37%
2	79	83	(4)	77.53	81.43	(3.90)	98.14%	98.11%	0.03%
3	81	78	3	79.42	75.66	3.76	98.05%	97.00%	1.05%
4	80	96	(16)	77.66	92.46	(14.80)	97.08%	96.31%	0.76%
5	94	98	(4)	91.74	96.37	(4.63)	97.60%	98.34%	-0.74%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>516</b>	<b>535</b>	<b>(19)</b>	<b>501.53</b>	<b>519.06</b>	<b>(17.53)</b>	<b>97.20%</b>	<b>97.02%</b>	<b>0.18%</b>
<b>ROES</b>									
K	128	117	11	125.26	113	30.89	97.86%	96.58%	1.28%
1	108	86	22	103.66	84.17	22.00	95.98%	97.87%	-1.89%
2	84	86	(2)	82.74	84.46	(0.95)	98.50%	98.21%	0.29%
3	84	107	(23)	82.74	102.37	4.37	98.50%	95.67%	2.83%
4	112	97	15	109.00	95.34	12.34	97.32%	98.29%	-0.97%
5	94	97	(3)	91.13	95.34	(30.44)	96.95%	98.29%	-1.34%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>610</b>	<b>590</b>	<b>20</b>	<b>594.53</b>	<b>574.68</b>	<b>19.85</b>	<b>97.46%</b>	<b>97.40%</b>	<b>0.06%</b>
<b>MCMS</b>									
6	368	352	16	362.97	348.51	14.46	98.63%	99.01%	-0.38%
7	354	350	4	348.50	343.63	4.87	98.45%	98.18%	0.27%
8	358	384	(26)	351.00	376.49	(25.49)	98.04%	98.04%	0.00%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>1,080</b>	<b>1,086</b>	<b>(6)</b>	<b>1,062.47</b>	<b>1,068.63</b>	<b>(6.16)</b>	<b>98.38%</b>	<b>98.40%</b>	<b>-0.02%</b>
<b>OPHS</b>									
9	391	402	(11)	384.26	396.17	(11.91)	98.28%	98.55%	-0.27%
10	393	401	(8)	386.37	392.17	(5.80)	98.31%	97.80%	0.51%
11	382	369	13	373.47	356.54	16.93	97.77%	96.62%	1.14%
12	350	384	(34)	340.16	369.69	(29.53)	97.19%	96.27%	0.92%
SDC	-	-	-	-	-	-	0.00%	0.00%	0.00%
<b>Total</b>	<b>1,516</b>	<b>1,556</b>	<b>(40)</b>	<b>1,484.26</b>	<b>1,514.57</b>	<b>(30.31)</b>	<b>97.91%</b>	<b>97.34%</b>	<b>0.57%</b>
<b>OVHS</b>									
10-12	36	37	(1)	33.95	32.85	1.10	94.31%	88.78%	5.52%
<b>OPIS</b>									
K-12	163	209	(46)	157.05	204.00	(46.95)	96.35%	97.61%	-1.26%
<b>Other***</b>	1	3	(2)	2.29	2.1	0.19			
<b>Total</b>	<b>4,510</b>	<b>4,586</b>	<b>(76)</b>	<b>4,403.85</b>	<b>4,472.21</b>	<b>(68.36)</b>	<b>97.65%</b>	<b>97.52%</b>	<b>0.13%</b>

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: VII.2. MONTHLY CASH FLOW REPORT**

INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on District's actual and projected cash flow as of October 31st 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 both the Administration and Board in analyzing and managing the District's cash in order to remain cash-solvent.

**FISCAL IMPACT:** None- for information only.

**RECOMMENDATION:** None - for information only.

Prepared by: 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

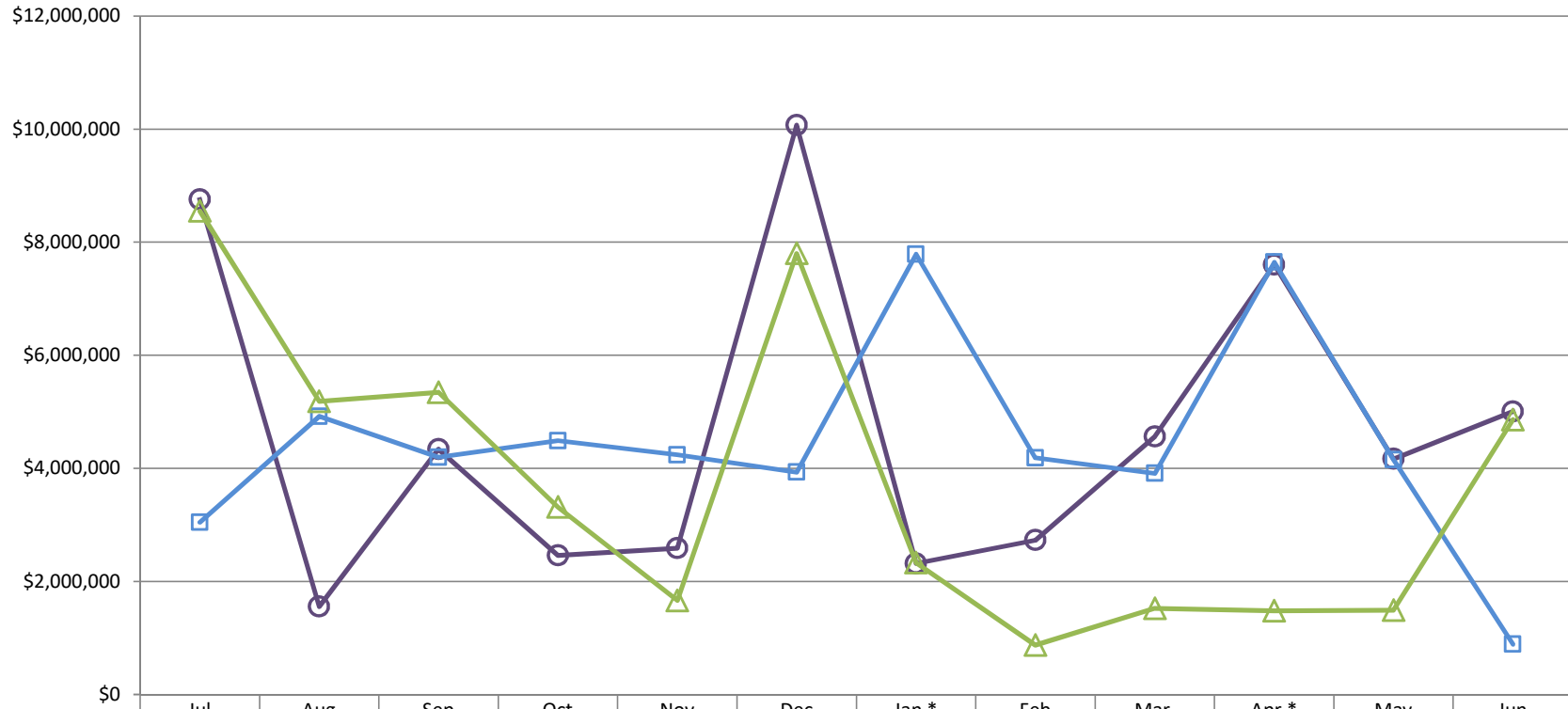


OAK PARK UNIFIED SCHOOL DISTRICT - CASH FLOW

Year: 2019-20 Budget  
 Budget: Adopted Budget  
 Actuals through October 30, 2019

BEGINNING BALANCE BASED ON 2018-19 YEAR-END ESTIMATED ACTUALS															
Object	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	
<b>A. BEGINNING CASH</b>	9110	\$2,842,457	\$8,550,388	\$5,184,555	\$5,343,562	\$3,313,783	\$1,661,961	\$7,801,292	\$2,328,955	\$872,512	\$1,523,224	\$1,478,982	\$1,490,904		
<b>B. RECEIPTS</b>															
Revenue Limit Sources															
Principal Apportionment	8010-8019	1,021,475	1,021,475	3,672,956	1,838,654	1,838,654	3,421,505	1,838,654	2,068,834	3,643,946	2,068,834	2,068,834	4,099,798	-251,453	<b>28,352,166</b>
Property Taxes	8020-8079	83,032	247	0	31,794	398,700	5,981,068	180,415	49	64,126	4,298,487	122,153	372,010	85,594	<b>11,617,675</b>
Miscellaneous Funds	8080-8099	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
Federal Revenue	8100-8299	23,639	0	0	3,107	0	41,789	10,646	0	72,529	0	0	911,559	36,902	<b>1,100,171</b>
Other State Revenue	8300-8599	9,629	104,031	250,955	-297,473	43,711	304,210	0	0	176,759	185,818	318,235	74,359		<b>1,170,234</b>
Other Local Revenue	8600-8799	279,040	405,411	358,489	499,343	295,404	327,459	268,655	237,976	350,782	261,434	463,405	613,733	-341,217	<b>4,019,911</b>
Interfund Transfers In	8910-8929	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
All Other Financing Sources	8930-8979	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
Other Receipts/Non-Revenue		0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
<b>TOTAL RECEIPTS</b>		<b>1,416,815</b>	<b>1,531,164</b>	<b>4,282,400</b>	<b>2,075,424</b>	<b>2,576,469</b>	<b>10,076,031</b>	<b>2,298,370</b>	<b>2,306,859</b>	<b>4,131,383</b>	<b>6,805,514</b>	<b>2,840,210</b>	<b>6,315,334</b>	<b>-395,815</b>	<b>46,260,157</b>
<b>C. DISBURSEMENTS</b>															
Certificated Salaries	1000-1999	332,820	2,133,273	2,163,652	2,227,431	2,184,883	2,157,299	2,157,790	2,190,239	2,170,596	2,178,902	2,284,554	366,470	-87,363	<b>22,460,546</b>
Classified Salaries	2000-2999	231,055	685,645	654,385	670,388	704,285	651,505	622,824	671,674	641,060	639,553	684,223	500,650	-60,492	<b>7,296,756</b>
Employee Benefits	3000-3999	103,031	1,021,131	1,036,724	1,034,949	1,033,159	1,036,187	1,016,265	1,021,615	1,022,042	1,018,567	1,044,904	269,261	-38,469	<b>10,619,365</b>
Books, Supplies	4000-4999	52,608	586,061	239,703	60,253	58,055	98,321	105,615	106,499	141,698	66,994	95,510	57,427	-339,910	<b>1,328,834</b>
Services	5000-5999	128,464	808,025	281,514	596,542	286,442	279,920	445,409	326,579	199,957	456,141	182,170	361,474	-569,324	<b>3,783,312</b>
Capital Outlay	6000-6599	0	0	93,708	31,373	210,868	7,147	0	28,981	0	41,460	89,295	-76,480	-115,810	<b>310,542</b>
Other Outgo - Excess Costs	7000-7499	55,729	17,150	18,664	66,470	32,665	8,267	10,097	22,345	-2,054	-2,054	22,345	248,429	-52,746	<b>445,306</b>
Interfund Transfers Out	7600-7629	0	0	0	0	0	0	0	0	0	0	0	104,914	0	<b>104,914</b>
All Other Financing Sources	7630-7699	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
Other Disbursements/Non Expenditures		0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
<b>TOTAL DISBURSEMENTS</b>		<b>903,706</b>	<b>5,251,284</b>	<b>4,488,350</b>	<b>4,687,407</b>	<b>4,510,357</b>	<b>4,238,646</b>	<b>4,358,000</b>	<b>4,367,932</b>	<b>4,173,299</b>	<b>4,399,563</b>	<b>4,403,001</b>	<b>1,832,145</b>	<b>-1,264,114</b>	<b>46,349,575</b>
<b>D. BALANCE SHEET TRANSACTIONS</b>															
Accounts Receivable	9200	111,346	23,216	54,645	383,258	10,468	-5,986	17,445	422,025	430,307	796,042	1,325,009	-1,311,263	0	<b>2,256,512</b>
Due From Other Funds	9310	0		16,520	0	0									
Prepaid Expenditures	9330	261													
Accounts Payable	9500	-2,141,786	331,070	293,792	198,946	271,596	307,932	182,348	182,605	262,322	366,266	249,705	942,855	0	<b>1,447,652</b>
Unearned Revenues	9650	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
Cash Loans from Other Funds	9610	0	0	0	0	0	0	0	0	0	0	0	-745,105	0	<b>(745,105)</b>
Current Loans (Cross Yr TRAN/Other)	9640	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>0</b>
Current Loans (Current Yr TRANS)	9640	7,225,000	0	0	0	0	0	-3,612,500	0	0	-3,612,500	0	0	0	<b>0</b>
<b>TOTAL PRIOR YEAR TRANSACTIONS</b>		<b>5,194,821</b>	<b>354,287</b>	<b>364,957</b>	<b>582,204</b>	<b>282,065</b>	<b>301,946</b>	<b>-3,412,707</b>	<b>604,630</b>	<b>692,629</b>	<b>-2,450,193</b>	<b>1,574,714</b>	<b>-1,113,513</b>	<b>0</b>	<b>2,959,059</b>
<b>E. NET INCREASE/DECREASE (B-C+D)</b>		<b>5,707,930</b>	<b>-3,365,833</b>	<b>159,007</b>	<b>-2,029,779</b>	<b>-1,651,823</b>	<b>6,139,331</b>	<b>-5,472,337</b>	<b>-1,456,443</b>	<b>650,713</b>	<b>-44,242</b>	<b>11,923</b>	<b>3,369,676</b>	<b>868,299</b>	<b>2,869,641</b>
<b>F. ENDING CASH (A+E)</b>		<b>8,550,388</b>	<b>5,184,555</b>	<b>5,343,562</b>	<b>3,313,783</b>	<b>1,661,961</b>	<b>7,801,292</b>	<b>2,328,955</b>	<b>872,512</b>	<b>1,523,224</b>	<b>1,478,982</b>	<b>1,490,904</b>	<b>4,860,580</b>	<b>868,299</b>	<b>2,869,641</b>
<b>G. ENDING CASH, PLUS ACCRUALS</b>														<b>5,728,879</b>	

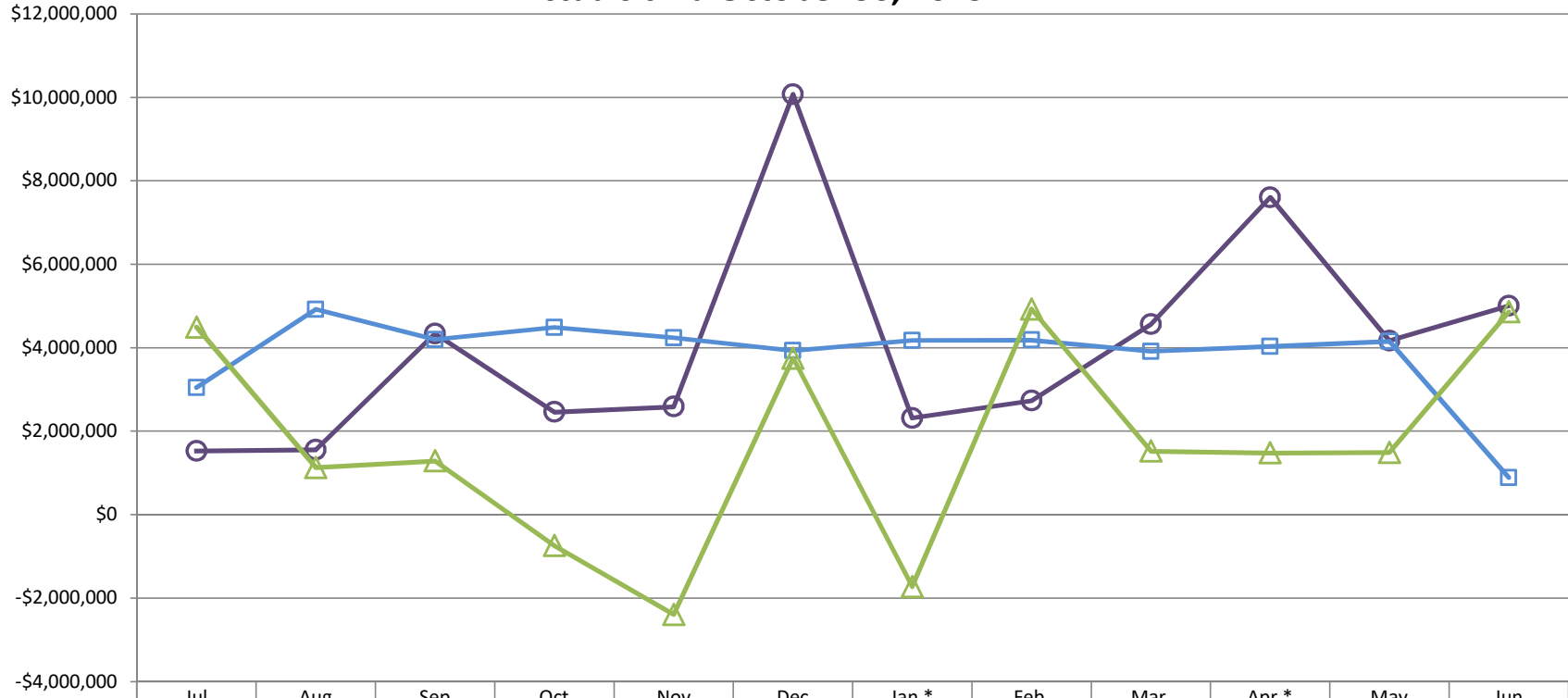
## OPUSD - Cashflow Actuals thru October 30, 2019



	Jul	Aug	Sep	Oct	Nov	Dec	Jan *	Feb	Mar	Apr *	May	Jun
Revenue + AR	8,753,161	1,554,380	4,337,045	2,458,682	2,586,938	10,070,046	2,315,815	2,728,884	4,561,689	7,601,556	4,165,218	5,004,071
Expense + AP	3,045,492	4,920,214	4,194,557	4,488,460	4,238,761	3,930,714	7,788,152	4,185,327	3,910,977	7,645,797	4,153,296	889,290
Cash Balance	8,550,388	5,184,555	5,343,562	3,313,783	1,661,961	7,801,292	2,328,955	872,512	1,523,224	1,478,982	1,490,904	4,860,580

**\* NOTE: TRAN loan proceeds included in Revenue and Cash Balance lines: July \$7,225,000.  
TRAN repayment included in Expense and Cash Balance lines: January \$3,612,500 and April \$3,612,500.**

## OPUSD - Cashflow without TRAN Actuals thru October 30, 2019



	Jul	Aug	Sep	Oct	Nov	Dec	Jan *	Feb	Mar	Apr *	May	Jun
Revenue + AR	1,528,161	1,554,380	4,337,045	2,458,682	2,586,938	10,070,046	2,315,815	2,728,884	4,561,689	7,601,556	4,165,218	5,004,071
Expense + AP	3,045,492	4,920,214	4,194,557	4,488,460	4,238,761	3,930,714	4,175,652	4,185,327	3,910,977	4,033,297	4,153,296	889,290
Cash Balance	4,495,388	1,129,555	1,288,562	-741,217	-2,393,039	3,746,292	-1,726,045	4,927,512	1,523,224	1,478,982	1,490,904	4,860,580

**\* NOTE:**     **TRAN loan proceeds included in Revenue and Cash Balance lines: July \$7,225,000.**  
**TRAN repayment included in Expense and Cash Balance lines: January \$3,612,500 and April \$3,612,500.**

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 19, 2019**

**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 October 31, 2019?

**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: Enoch Kwok, Director, Educational Technology and Information Systems  
Brendan Callahan, Director Bond Programs, Sustainability, Maintenance and 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	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
<b>Measure S Management</b>									
Measure S General Planning Services	155,160	-	155,160	155,160	-	155,160	-	Complete	CLOSED
Measure S District Program Management Salaries	802,914	283,629	1,086,543	1,086,543	-	849,414	237,128	Future	N PROGRESS
17-58S General Planning & Services	90,821	29,400	120,221	120,221	-	101,952	18,269	In Design	HED General Planning
Measure S- PM/CM Software, Equipment & Supplies	251,000	-	251,000	194,421	56,579	193,757	664	In Design	IN PROGRESS
Measure S General CM Services	462,811	-	462,811	411,450	51,361	411,450	-	In Design	IN PROGRESS
	<b>1,762,706</b>	<b>313,029</b>	<b>2,075,735</b>	<b>1,967,795</b>	<b>107,941</b>	<b>1,711,733</b>	<b>256,061</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.	748,857	587,917	1,336,774	1,295,418	41,355	1,236,310	59,108	Closeout	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	396,395	3,252,355	320,678	75,717	In Design	IN PROGRESS
	<b>4,510,947</b>	<b>546,467</b>	<b>5,057,414</b>	<b>1,763,704</b>	<b>3,293,710</b>	<b>1,628,879</b>	<b>134,825</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>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	282,274	(11,900)	60,545	221,730	In Construction	IN PROGRESS
19-10S Collaborative Furniture	200,000	-	200,000	196,043	3,957	195,708	335	Future	
	<b>8,158,192</b>	<b>47,062</b>	<b>8,205,254</b>	<b>8,213,197</b>	<b>(7,943)</b>	<b>7,991,133</b>	<b>222,065</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>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	1,569,047	(62,653)	1,568,747	300	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	-	4,964,569	446,425	4,518,144	359,097	87,328	In Design	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
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	
	<b>7,345,698</b>	<b>98,598</b>	<b>7,444,296</b>	<b>3,000,573</b>	<b>4,443,723</b>	<b>2,893,638</b>	<b>106,935</b>		
<b>Oak Hills Elementary School</b>									



**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	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
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
18-19S/19-09S Add Modular Classrooms	4,824,000	-	4,824,000	569,963	4,254,037	202,714	367,250	In Design	IN PROGRESS Saka Proj 19-09S
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	97,812	-	97,812	98,109	(297)	98,109	-	In Close-Out	
19-13S OHES Fencing @ Park	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	
<b>Oak Park High School</b>	<b>5,297,905</b>	<b>(5,747)</b>	<b>5,292,158</b>	<b>1,017,883</b>	<b>4,274,275</b>	<b>650,459</b>	<b>367,424</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
19-23S Tennis Court Resurfacing	44,084	-	44,084	44,084	-	20,940	23,144	In Construction	
<b>Oak Park High School</b>	<b>1,211,768</b>	<b>(211,302)</b>	<b>1,000,466</b>	<b>925,785</b>	<b>74,681</b>	<b>902,641</b>	<b>23,144</b>		
19-19S Art Court Phase II	250,000	-	250,000	65,006	184,994	44,737	20,269	In Construction	CO#1 FENCING - FENCE FACTORY
<b>Oak Park Neighborhood School</b>	<b>250,000</b>	<b>-</b>	<b>250,000</b>	<b>65,006</b>	<b>184,994</b>	<b>44,737</b>	<b>20,269</b>		
19-08S OPNS Arch Svcs for DSA Certific	189,285	-	189,285	191,645	(2,360)	30,813	160,832	In Design	BOARD APPROVED 4/23/19
<b>Red Oak Elementary School</b>	<b>189,285</b>	<b>-</b>	<b>189,285</b>	<b>191,645</b>	<b>(2,360)</b>	<b>30,813</b>	<b>160,832</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	6,021,482	-	6,021,482	511,169	5,510,313	340,748	170,421	In Design	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	-	148,440	130,400	18,040	130,400	-	In Construction	
19-16S ROES Phase 2 Safety/Security Fencing	75,873	-	75,873	69,315	6,558	69,315	-	In Close-Out	
<b>TECH</b>	<b>6,299,044</b>	<b>(4,981)</b>	<b>6,294,063</b>	<b>759,152</b>	<b>5,534,911</b>	<b>588,731</b>	<b>170,421</b>		
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	-	18,000	17,206	794	17,206	-	In Progress	IN PROGRESS
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



**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	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
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 Prgrm 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	250,000	-	250,000	251,335	(1,335)	219,247	32,088	In Construction	BOARD APPROVED 6-4-19
<b>Totals</b>	<b>2,308,932</b>	<b>187,933</b>	<b>2,496,864</b>	<b>2,267,515</b>	<b>229,349</b>	<b>2,120,872</b>	<b>146,644</b>		
	<b>37,428,218</b>	<b>971,058</b>	<b>38,399,276</b>	<b>20,223,010</b>	<b>18,176,266</b>	<b>18,605,141</b>	<b>1,617,869</b>		

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 19, 2019**  
**SUBJECT: VII.4. MONTHLY GENERAL FUND BUDGET REPORT** INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on District's General Fund operating budget through October 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.

**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 October 2019				
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	28,352,166.00	7,554,560.00	20,797,606.00	26.65%
8020-8079	Property Taxes	11,617,675.00	11,617,675.00	115,073.54	11,502,601.46	0.99%
	<b>Total LCFF Revenue Sources</b>	<b>39,969,841.00</b>	<b>39,969,841.00</b>	<b>7,669,633.54</b>	<b>32,300,207.46</b>	<b>19.19%</b>
<b>Federal Revenues</b>						
8100-8299	Federal Revenues	1,100,171.00	1,100,171.00	26,746.00	1,073,425.00	2.43%
<b>Other State Revenues</b>						
8300-8599	Other State Revenues	1,170,234.00	1,170,234.00	67,141.64	1,103,092.36	5.74%
<b>Other Local Revenue</b>						
8600-8799	Other Local Revenues	4,019,911.00	4,019,911.00	1,542,281.98	2,477,629.02	38.37%
	<b>Total Year To Date Revenues</b>	<b>46,260,157.00</b>	<b>46,260,157.00</b>	<b>9,305,803.16</b>	<b>36,954,353.84</b>	<b>20.12%</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	17,978,960.00	12,288,927.87	5,471,673.65	218,358.48	30.43%
1160	<i>Certificated Salaries Stipends</i>	396,182.00	401,682.00	239,416.54	73,350.40	88,915.06	18.26%
1200	Certificated Pupil Support Salaries	1,826,848.00	1,826,848.00	1,269,660.01	548,401.09	8,786.90	30.02%
1260	<i>Counselor Stipend</i>	.00	.00	.00	.00	.00	0.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,226,056.00	2,226,056.00	1,483,390.00	763,750.95	21,084.95-	34.31%
	<b>Total Certificated Salaries</b>	<b>22,460,546.00</b>	<b>22,433,546.00</b>	<b>15,281,394.42</b>	<b>6,857,176.09</b>	<b>294,975.49</b>	<b>30.57%</b>
<b>Classified Salaries</b>							
2100	Classified Instructional Salaries	2,695,017.00	2,695,017.00	1,653,550.27	757,436.11	284,030.62	28.11%
2200	Classified Support Salaries	1,699,399.00	1,699,593.00	1,078,143.24	573,824.86	47,624.90	33.76%
2300	Classified Supervisors' & Administrators' Salaries	430,093.00	430,093.00	222,360.48	163,748.75	43,983.77	38.07%
2400	Clerical, Technical, & Office Staff Salaries	1,928,427.00	1,928,427.00	1,225,499.39	570,388.14	132,539.47	29.58%
2900	Other Classified Salaries	543,820.00	543,820.00	361,422.93	176,075.94	6,321.13	32.38%
	<b>Total Classified Salaries</b>	<b>7,296,756.00</b>	<b>7,296,950.00</b>	<b>4,540,976.31</b>	<b>2,241,473.80</b>	<b>514,499.89</b>	<b>30.72%</b>
<b>Employee Benefits</b>							
3100	State Teachers' Retirement System	3,679,833.00	3,679,833.00	2,611,395.93	1,139,400.40	70,963.33-	30.96%
3200	Public Employees' Retirement System	1,110,970.00	1,111,008.00	653,504.73	306,605.01	150,898.26	27.60%
3400	Health & Welfare Benefits	4,470,925.00	4,470,925.00	3,127,678.95	1,363,981.37	20,735.32-	30.51%
3300-3900	All Other Statutory Costs	1,357,637.00	1,357,655.00	812,728.36	385,846.85	159,079.79	28.42%
	<b>Total Employee Benefits</b>	<b>10,619,365.00</b>	<b>10,619,421.00</b>	<b>7,205,307.97</b>	<b>3,195,833.63</b>	<b>218,279.40</b>	<b>30.09%</b>
<b>Books and Supplies</b>							
4100	Approved Textbooks and Core Curricula Materials	377,429.00	282,229.00	12,792.03	251,947.64	17,489.33	89.27%
4200	Other Books and Reference Material	22,883.00	19,108.00	12,716.70	29,285.55	22,894.25-	153.26%
4300	Materials & Supplies	658,012.00	668,680.00	305,509.63	220,875.30	142,295.07	33.03%
4400	Noncapitalized Equipment	270,510.00	270,510.00	.00	436,516.75	166,006.75-	161.37%
	<b>Total Books and Supplies</b>	<b>1,328,834.00</b>	<b>1,240,527.00</b>	<b>331,018.36</b>	<b>938,625.24</b>	<b>29,116.60-</b>	<b>75.66%</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	126,231.00	121,732.00	29,315.73	58,573.35	33,842.92	48.12%
5300	Dues and Memberships	39,625.00	40,742.00	2,627.68	38,606.74	492.42-	94.76%
5400	Insurance	266,842.00	266,842.00	.00	403,653.00	136,811.00-	151.27%

5500	Operations & Housekeeping Services	724,411.00	724,411.00	491,424.75	241,846.77	8,860.52-	33.39%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	423,873.00	414,673.00	137,395.26	207,822.71	69,455.03	50.12%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	1,888,315.00	1,903,127.00	835,968.70	823,569.71	243,588.59	43.27%
5899	Legal Fees	192,346.00	192,346.00	180,782.00	11,564.00	.00	6.01%
5900	Telephone and Communications	121,669.00	121,919.00	74,668.81	28,907.33	18,342.86	23.71%
	<b>Total Services and Other Operating Expenditures</b>	<b>3,783,312.00</b>	<b>3,785,792.00</b>	<b>1,752,182.93</b>	<b>1,814,543.61</b>	<b>219,065.46</b>	<b>47.93%</b>
<b>Capital Outlay</b>							
6000	Capital Outlay	310,542.00	310,542.00	5,292.24	125,081.35	180,168.41	40.28%
<b>Tuition</b>							
7100	Tuition	367,703.00	367,703.00	.00	129,567.68	238,135.32	35.24%
<b>Debt Service</b>							
7438	Debt Service - Interest	18,373.00	18,373.00	10,982.77	3,660.92	3,729.31	19.93%
7439	Debt Service - Principal	59,230.00	59,230.00	32,570.69	24,783.79	1,875.52	41.84%
	<b>Total Debt Service</b>	<b>77,603.00</b>	<b>77,603.00</b>	<b>43,553.46</b>	<b>28,444.71</b>	<b>5,604.83</b>	<b>36.65%</b>
	<b>Total Year To Date Expenditures</b>	<b>46,244,661.00</b>	<b>46,132,084.00</b>	<b>29,159,725.69</b>	<b>15,330,746.11</b>	<b>1,641,612.20</b>	<b>33.23%</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	0.00%
7612	Transfer General Fund to/from Special Reserve Fund	54,914.00	54,914.00	.00	.00	54,914.00	0.00%
7616	Transfer Between General Fund & Cafeteria Fund	50,000.00	50,000.00	.00	.00	50,000.00	0.00%
	<b>Total Interfund Transfers Out</b>	<b>104,914.00</b>	<b>104,914.00</b>	<b>.00</b>	<b>.00</b>	<b>104,914.00</b>	<b>0.00%</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>104,914.00</b>	<b>0.00%</b>

Object	Description	Budget		Actuals To Date			
		Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
<b>REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE</b>							
	A. Revenues	46,260,157.00	46,260,157.00		9,305,803.16	36,954,353.84	20.12%
	B. Expenditures	46,244,661.00	46,132,084.00	29,159,725.69	15,330,746.11	1,641,612.20	33.23%
	C. Subtotal (Revenues LESS Expense)	15,496.00	128,073.00		6,024,942.95-	35,312,741.64	
	D. Other Financing Sources & Uses						
	Source						
	LESS Uses	104,914.00	104,914.00		.00	104,914.00	0.00%
	E. Net Change in Fund Balance	89,418.00-	23,159.00		6,024,942.95-	35,207,827.64	
	F. Fund Balance						
	Beginning Balance (9791)	878,078.00	878,078.00		671,661.36		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	878,078.00	878,078.00		671,661.36		
	G. Calculated Ending Balance	788,660.00	901,237.00		5,353,281.59-		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	788,660.00	901,237.00				
	Other				29,159,725.69		